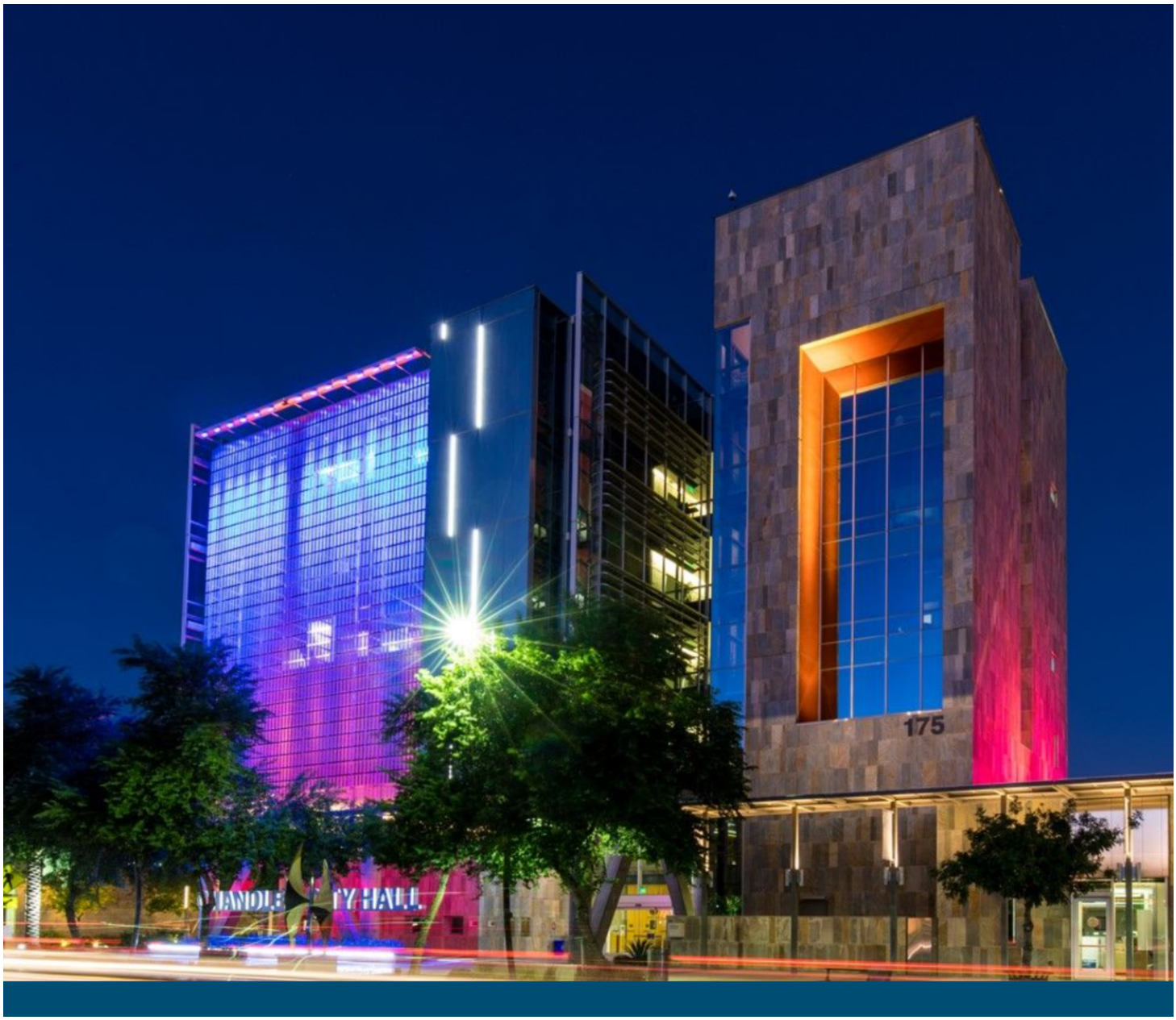



# City Council Study Session

Monday, June 23, 2025
6:00 p.m.

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

CHANDLER
arizona
Community of Innovation

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

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

## Our Vision

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

## Our Brand

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

## Innovative Focus

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

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a STUDY SESSION open to the public on Monday, June 23, 2025, immediately following the Public Housing Authority Commission meeting 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. Recognition: CIVIC Graduation

## 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.

## Airport

1. **Construction Agreement No. AI2202.401 with Sunland Asphalt & Construction, LLC, for Runway 4R-22L Pavement Rehabilitation**

   Move City Council award Construction Agreement No. AI2202.401 to Sunland Asphalt & Construction, LLC, for Runway 4R-22L Pavement Rehabilitation, in an amount not to exceed $1,320,294.49.

   Council Focus Area(s):

2. **Professional Services Agreement No. AI2202.451, with Dibble CM, LLC, for the Runway 4R-22L Pavement Rehabilitation Construction Management Services**

   Move City Council award Professional Services Agreement No. AI2202.451 to Dibble CM, LLC, for the Runway 4R-22L Pavement Rehabilitation Construction Management Services, in an amount not to exceed $146,415.

   Council Focus Area(s):

## City Clerk

3. **Approval of Minutes**

   Move City Council approve the Council meeting minutes of the Special Meeting - Budget Briefing held on May 2, 2025, Regular Meeting held on May 22, 2025, the 4:00 p.m. Special Meeting held on June 2, 2025, the 5:00 p.m. Special Meeting held on June 2, 2025, the Special Meeting held on June 9, 2025, the Study Session held on June 9, 2025, the Regular Meeting held on June 12, 2025, the Special Meeting - Budget Adoption held on June 12, 2025, the Special Meeting of June 17, 2025, the amended minutes of the Special Meeting - Budget Workshop #3 held on March 27, 2025.

## Cultural Development

4. **Resolution No. 5898, Adopting a First Amendment to the Development Agreement between JEMBJACD, LLC, and the City of Chandler**

   Move City Council pass and adopt Resolution No. 5898 adopting a first amendment to the Development Agreement between JEMBJACD, LLC, and the City of Chandler, approving an extension to the agreement term and development deadlines, amending the time to cure defaults, and approving an assignment of the Development Agreement to Everstead Ventures, LLC, for the properties located at 200 South Oregon Street and 210 South Oregon Street.

   Council Focus Area(s):

5. **Purchase of Rigging Control System Installation for Center for the Arts**

   Move City Council approve the competition impracticable purchase of the rigging control system and installation services from Hourland Enterprise, LLC, in an amount not to exceed $483,315.88.

   Council Focus Area(s):

## Development Services

6. **Introduction and Tentative Adoption of Ordinance No. 5127, Zoning Code Amendment, PLH25-0007 Medical Marijuana Code Amendment**

Move City Council introduce and tentatively adopt Ordinance No. 5127 approving Zoning Code Amendment PLH25-0007 Medical Marijuana Code Amendment, amending Chapter 35 - Section 2213 Medical marijuana facility, medical marijuana cultivation site, and infusion food establishment by replacing the one (1) year time condition for medical marijuana facilities approved through a Use Permit with any period of time approved by the City Council.

Council Focus Area(s):

7. **Resolution No. 5910 Adopting a First Amendment to the Development Agreement between Valley Christian Schools and the City of Chandler**

Move City Council pass and adopt Resolution No. 5910 adopting a first amendment to the Development Agreement between Valley Christian Schools and the City of Chandler, approving a partial release of and amendment to the 2021 development agreement for the property located in the area of North 56th Street and West Galveston Street.

Council Focus Area(s):

8. **Entertainment Use Permit, PLH25-0002 Black Sheep Wine Bar, 98 S. San Marcos Place, Generally Located 1/4 Mile South of the Southwest Corner of Arizona Avenue and Chandler Boulevard**

Move City Council approve Entertainment Use Permit PLH25-0002, Black Sheep Wine Bar, for an Entertainment Use Permit for live indoor entertainment, including live acoustic music performances and outdoor speakers for ambient music, subject to the conditions recommended by Planning and Zoning Commission.

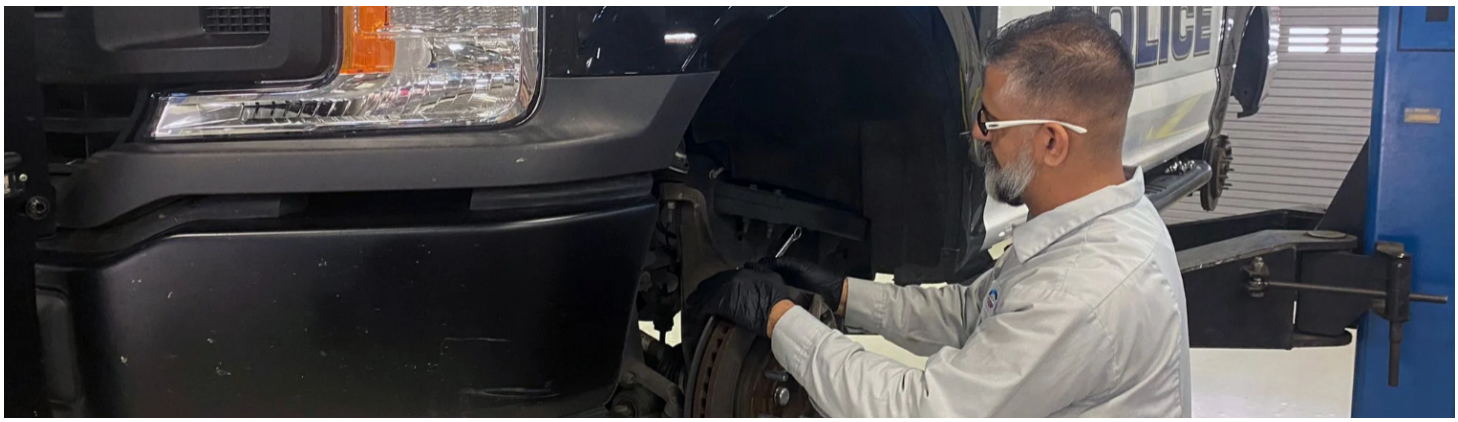
Council Focus Area(s):

## Economic Development

9. **Resolution No. 5919, Authorizing Support for the Expansion of the Approved Subzone for the Foreign Trade Zones Program for Intel Corporation to Include Additional Sites in the City, and Approving the Related Third Amendment to the Intergovernmental Agreement with the City of Phoenix**

Move City Council pass and adopt Resolution No. 5919, authorizing support for the expansion of the approved subzone for the Foreign Trade Zones program for Intel Corporation to include additional sites in the city; approving the related third amendment to the Intergovernmental Agreement with the City of Phoenix dated November 12, 1993; and authorizing the Mayor to execute the third amendment to the Intergovernmental Agreement on behalf of the City of Chandler.

Council Focus Area(s):



## Facilities and Fleet

10. **Agreement No. BF5-910-4893 for Roofing Repairs and Maintenance Services**

Move City Council approve Agreement No. BF5-910-4893, with Five Oliver Roofing, dba Oliver Roofing Systems; Sprayfoam Southwest, Inc., dba Global Roofing Group; National Waterproofing & Roofing, LLC; Progressive Services, Inc., dba Progressive Roofing; and Weatherproofing Technologies, Inc., for roofing repair and maintenance services, in a combined amount not to exceed $1,485,000, for the period of one year, beginning June 27, 2025, through June 26, 2026.

Council Focus Area(s):

11. **Agreement No. FS2-928-4310, Amendment No. 4, for Auto Body Repair Services**

Move City Council approve Agreement No. FS2-928-4310, Amendment No. 4, with Allard Collision, LLC, for auto body repair services, for an amount not to exceed $250,000, for the period of July 1, 2025, through June 30, 2026.

12. **Agreement No. BF2-910-4417, Amendment No. 3, for Janitorial Services**

Move City Council approve Agreement No. BF2-910-4417, Amendment No. 3, with Universal Building Maintenance, LLC, dba Allied Universal Services, for janitorial services, in an amount not to exceed $548,720.28, for the period of one year, beginning June 15, 2025, through June 14, 2026.

Council Focus Area(s):

13. **Purchase of HVAC System Coil, Air Handler, Duct, and Equipment Cleaning Services**

Move City Council approve the purchase of HVAC system coil, air handler, duct, and equipment cleaning services, from KM Facility Services, utilizing the Maricopa County contract No. 220122-S, in an amount not to exceed $500,000.

Council Focus Area(s):

14. **Purchase of Generator Maintenance Services**

Move City Council approve the purchase of generator maintenance services, from W. W. Williams Company, Inc., utilizing the City of Goodyear Contract No. C-25-0540, in an amount not to exceed $160,000.

Council Focus Area(s):

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

Move City Council approve the purchase of access controls and security equipment from APL Access & Security, Inc., utilizing the State of Arizona Contract No. CTR056377, in an amount not to exceed $850,000.

Council Focus Area(s):

16. **Purchase of Tires**

Move City Council approve the purchase of tires, utilizing the State of Arizona Contracts No. CTR072014 with Goodyear Tire and Rubber Company, CTR072352 with Bridgestone Americas, Inc., and CTR073298 with Michelin North America, Inc., in an amount not to exceed $250,000.

Council Focus Area(s):

## Fire Department

17. **Resolution No. 5912 Authorizing an Intergovernmental Agreement with the City of Phoenix for Firefighter Health Services and Approving an Appropriation for Firefighter Physical Examinations for Fiscal Year (FY) 2025-26**

Move City Council pass and adopt Resolution No. 5912 authorizing an intergovernmental agreement (IGA) between the City of Chandler and the City of Phoenix for the provision of firefighter health services and approving the appropriation for Firefighter Physical Examinations for FY 2025-26 in accordance with the IGA in the amount of $200,000.

Council Focus Area(s):

## Information Technology

18. **Purchase of Managed Detection and Response Services**

Move City Council approve the purchase of Accelerynt managed detection and response services, from Transource Services Corp., dba Transource Computers, utilizing the Maricopa County Contract No. 240094-RFP, in an amount not to exceed $130,000.

Council Focus Area(s):

## Law

19. **Renewal of Commercial Insurance and Services for Fiscal Year (FY) 2025**

Move City Council approve the renewal of commercial insurance and services for FY 2025-26 and authorize the City Attorney and Human Resources Director to sign all documents related to obtaining commercial insurance and services in an amount not to exceed $4,515,371.

Council Focus Area(s):

## Management Services

20. **Adoption of Ordinance No. 5130, Levying Upon the Assessed Valuation of the Property within the City of Chandler, Arizona**

Move City Council adopt Ordinance No. 5130, levying upon the assessed valuation of the property within the City of Chandler, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100) of assessed valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2026.

Council Focus Area(s):

21. **License Series 12, Restaurant Liquor License Application for Jeffrey Craig Miller, Agent, 2040 Unit 2, LLC, DBA Morning Jam**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 346638, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, 2040 Unit 2, LLC, DBA Morning Jam, located at 2040 S. Alma School Road, Suite 3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309626.

Council Focus Area(s):

22. **License Series 12, Restaurant Liquor License Application for Dean Michael Lucente, Agent, LG Live Concepts, LLC, DBA Cork & Craft**

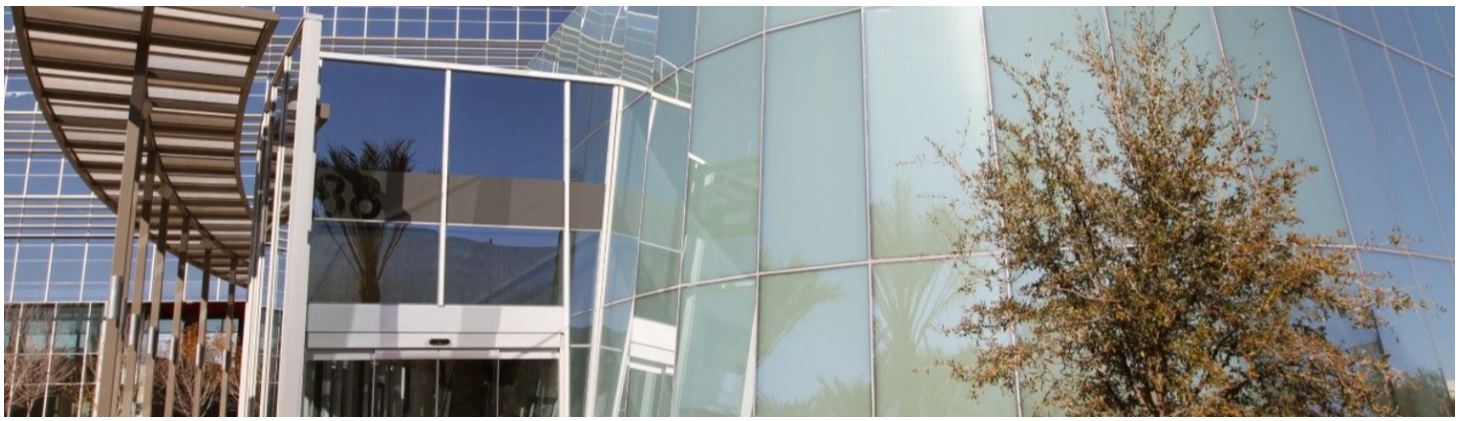
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 347623, a Series 12, Restaurant Liquor License, for Dean Michael Lucente, Agent, LG Live Concepts, LLC, DBA Cork & Craft, located at 4920 S. Gilbert Road, Suite 3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309646.

Council Focus Area(s):

23. **Withdrawal Series 12, Restaurant Liquor License Application for Jared Michael Repinski, Agent, Tap N Taco CH1, LLC, DBA Tap N Taco**

Move to accept withdrawal of the application for a Series 12, Restaurant Liquor License for Jared Michael Repinski, Agent, Tap N Taco CH1, LLC, DBA Tap N Taco, located at 141 S. Arizona Avenue.

Council Focus Area(s):



24. **Employment Agreement with Presiding City Magistrate**

Move City Council approve the Presiding City Magistrate Employment Agreement with Alicia Skupin for the term of July 1, 2025, through June 30, 2027.

25. **Employment Agreement for City Magistrates**

Move City Council approve the City Magistrate employment agreements with Michelle Lue Sang, Alexa Nolle, and Scott Silva, through June 30, 2027.

## Neighborhood Resources

26. **Report of City Manager, Emergency Authorization for Heat Relief Services, and Agreement No. 4929, for Heat Relief Services**

Move City Council accept and ratify this report of the emergency authorization by the City Manager, for heat relief services, and approve Agreement No. 4929, with AZCEND, for heat relief services, in an amount not to exceed $750,000, for the period of one year, May 1, 2025, through April 30, 2026, with the option of up to four one-year extensions.

Council Focus Area(s):

## Police Department

27. **Resolution No. 5918, Authorizing a Grant Agreement Between the City of Chandler and the Arizona Department of Administration for the Acceptance of a Financial Reimbursement for Purchase of 911 Call Handling Equipment and Related Services**

Move City Council pass and adopt Resolution No. 5918, authorizing a grant agreement with the Arizona Department of Administration for financial reimbursement in the amount of $210,446 for Maricopa Region 911 Services for Fiscal Year 2025-26.

Council Focus Area(s):

28. **Purchase of Replacement Cloud Edge Router and Switches for the Police Department**

Move City Council approve the purchase of cloud edge router and switches, from Hye Tech Network and Security Solutions, LLC, utilizing the 1GPA Contract No. 22-02PV-08, in an amount not to exceed $189,271.

Council Focus Area(s):

## Public Works and Utilities

29. **Introduction and Tentative Adoption of Ordinance No. 5126, Granting a Non-Exclusive Power Distribution Easement to Salt River Project Agricultural Improvement and Power District, at No Cost, for the Electrical Facilities Required for the New Pickleball and Tennis Courts at Tumbleweed Park**

Move City Council introduce and tentatively adopt Ordinance No. 5126, granting a non-exclusive power distribution easement to SRP, at no cost, for the electrical facilities required for the new pickleball and tennis courts at Tumbleweed Park.

Council Focus Area(s):

30. **Professional Services Agreement No. ST2405.451, with Burgess & Niple, Inc., for the Turf to Xeriscape Program, Phase IConstruction Management Services**

Move City Council award Professional Services Agreement No. ST2405.451, to Burgess & Niple, Inc., for the Turf to Xeriscape Program, Phase I Construction Management Services, in an amount not to exceed $496,445.

Council Focus Area(s):

31. **Construction Agreement No. ST2405.401 with ELS Construction, Inc., for the Turf to Xeriscape Program, Phase I**

Move City Council award Construction Agreement No. ST2405.401, to ELS Construction, Inc., for the Turf to Xeriscape Program, Phase I, in an amount not to exceed $4,645,925.43.

Council Focus Area(s):

32. **Purchase of Combination Sewer Cleaner**

Move City Council approve the purchase of a 12-yard combination sewer cleaner, from AZ Wastewater Industries, Inc., utilizing Sourcewell Contract No.101221-SCA, in the amount of $627,610.17.

Council Focus Area(s):

33. **Purchase of Asphalt Crack Sealants**

Move City Council approve the purchase of asphalt crack sealants, from Crafco, Inc., utilizing State of Arizona Contract No. CTR066732, in an amount not to exceed $200,000.

Council Focus Area(s):

## Informational

34. **Contracts and Agreements Administratively Approved, Month of May 2025**

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

## Adjourn

CHANDLER arizona
Community of Innovation

**City Council Memorandum Airport Memo No. CP25-124**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Steven Turner, Sustainability & Performance Officer
Ryan Reeves, Airport Manager
Daniel Haskins, Capital Projects Division Manager
**From:** Hafiz Noor, Construction/Design Project Manager
**Subject:** Construction Agreement No. AI2202.401 with Sunland Asphalt & Construction, LLC, for Runway 4R-22L Pavement Rehabilitation

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## Proposed Motion:

Move City Council award Construction Agreement No. AI2202.401 to Sunland Asphalt & Construction, LLC, for Runway 4R-22L Pavement Rehabilitation, in an amount not to exceed $1,320,294.49.

## Background/Discussion:

This project is located at Chandler Municipal Airport on Runway 4R-22L (the South Runway). Per the Arizona Department of Transportation's (ADOT's) Airport Pavement Management System (APMS), the existing pavement on this runway had a Pavement Condition Index (PCI) of 54 as of 2022. According to the APMS, the projected PCI for 2023 was expected to be 50, indicating the need for rehabilitation.

The project scope of work consists of rehabilitating Runway 4R-22L, which includes a two-inch mill and overlay with crack sealing of existing asphalt along the entirety of the runway and portions of the connecting taxiways H, L, N, P, & Q to the hold bars. The project also includes crack sealing and seal coat application to the shoulder pavement and blast pads. The runway and taxiway pavement markings within project limits will be replaced to meet FAA design standards. The Agreement completion time is 120 calendar days following Notice to Proceed.

A related Professional Services Agreement with Dibble CM LLC, for the Runway 4R-22L Pavement Rehabilitation, is also scheduled for this City Council meeting.

**Evaluation:**

Three (3) bids were opened on May 08, 2025. The bid results were as follows, with Sunland Asphalt & Construction, LLC, being the lowest responsible bidder:

| Contractor | Bid Total |
|---|---|
| Sunland Asphalt & Construction, LLC | $1,320,294.49 |
| Combs Construction Company, Inc. | $1,935,520.40 |
| J. Banicki Construction, Inc. | $2,004,058.62 |

**Financial Implications:**

This project is in the Airport Capital Improvement Program. The construction work will be funded by a Federal Aviation Administration grant for 95% of the project cost ($1,254,279.77) and an Arizona Department of Transportation grant for 2.5% of the project cost ($33,007.36). A local match of 2.5% of the project cost ($33,007.36) is required.

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**Fiscal Impact**

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 417.4110.6910.6AI737 | Airport Grants | Rehab Runway 4R-22L Pavement | $1,287,287.13 | Y |
| 635.4110.6910.6AI737 | Airport Operating Fund | Rehab Runway 4R-22L Pavement | $33,007.36 | Y |

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**Attachments**

Agreement

Location Map

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CHANDLER arizona Community of Innovation

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

# CONSTRUCTION BID

## RUNWAY 4R22L PAVEMENT REHABILITATION

## CITY PROJECT NO.: AI2202.401
## FAA AIP No.: 3-04-008-032-2023

**MAYOR**
**Kevin Hartke**

**VICE MAYOR**
**Christine Ellis**

**COUNCIL**
**OD Harris  Matt Orlando**
**Angel Encinas  Jane Poston  Jennifer Hawkins**

Daniel Haskins

**Daniel Haskins, P.E.**
**CIP City Engineer**

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

# CITY OF CHANDLER, ARIZONA

# CONSTRUCTION BID

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(if applicable)

FEDERAL PROVISIONS

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**LEGAL AD DEPARTMENT**

CHANDLER arizona
Community of Innovation

# INVITATION TO BID

**RUNWAY 4R22L PAVEMENT REHABILITATION**
**CITY PROJECT No.:AI2202.401; FAA AIP No.: 3-04-008-032-2023**

NOTICE IS HEREBY GIVEN that sealed bids will be received and date/time stamped by the City of Chandler Capital Projects Office, 215 East Buffalo Street, Chandler, Arizona 85225 until the bid submission date specified below.

All firms must be registered on the Arizona Procurement Portal (https://app.az.gov/) vendor registration system prior to submitting a Bid. Non-registered firms will not receive addenda notifications. Download the Bid Documents and any Addenda at www.chandleraz.gov/business/vendor-services/capital-projects/construction-bids. It is the contractor's sole responsibility to obtain all addenda from the City website prior to submitting their bid proposal, and to acknowledge receipt and acceptance of the addenda in their bid proposal submittal. No separate notification of addenda will be issued. The City recommends Contractors regularly check the website for updated information.

**PRE-BID CONFERENCE:**

| | |
|---|---|
| | THERE WILL BE NO PRE-BID CONFERENCE |

**SOLICITATION QUESTIONS DUE DATE:**

| | |
|---|---|
| **April 23, 2025**<br>**5:00 p.m.**<br>**Arizona time** | All solicitation questions must be emailed to Bid.Questions@chandleraz.gov with the subject line: **"CITY PROJECT No.:AI2202.401; FAA AIP No.: 3-04-008-032-2023 Runway 4R22L Pavement Rehabilitation BID QUESTION".** Questions received after the due date and time will NOT be considered. |

**BID SUBMISSION:**

| | |
|---|---|
| **May 7, 2025**<br>**3:00 p.m.**<br>**Arizona time** | Sealed bids must be delivered to: City of Chandler Capital Projects Office located at 215 East Buffalo Street, Chandler, Arizona, 85225.<br>**Bids must be received on or before date and time specified.**<br>At that time, bids will be publicly opened and read aloud in the:<br>**Saguaro Conference Room**<br>Bids received after the due date and time will be returned unopened without consideration.<br><br>All bids must be submitted in a sealed envelope plainly marked as follows:<br><br>BID OF _____, CONTRACTOR<br><br>FOR: *"Runway 4R22L Pavement Rehabilitation"*<br>"CITY PROJECT No.:AI2202.401; FAA AIP No.: 3-04-008-032-2023" |

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Work under this Agreement includes:

The Runway '4R-22L' Rehabilitation project includes a 2-inch mill and overlay with crack sealing of existing asphalt along the entirety of Runway '4R-22L', excluding the 90-foot blast pads at both threshold ends, and portions of Taxiways 'H', 'L', 'N', 'P', & 'Q' to the hold bars. The project also includes crack sealing and seal coat application to the shoulder pavement and blast pads. The runway and taxiway pavement markings will be replaced within project limits to meet FAA design standards. Work must be completed within **120** consecutive calendar days from the Notice to Proceed.

This is a Federal Funded Project and DBE Goal is 3.30%

Bids must be submitted on the Proposal Form provided and be accompanied by the Bid Bond for not less than ten percent (10%) of the total bid, payable to the City of Chandler, Arizona, or a certified or cashier's check. PERSONAL OR INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

The successful bidder will be required to execute the standard form of agreement for construction prior to Council award

The successful bidder must furnish a Payment Bond and Performance Bond in the amount equal to one hundred percent (100%) of the Agreement Price.

The right is hereby reserved to accept or reject any or all bids or parts thereto, to waive any informalities in any proposal and reject the bids of any persons who have been delinquent or unfaithful to any agreement with the City of Chandler.

All Bids will remain open for 90 days after the Bid opening day, but the City may, in its sole discretion, release any Bid and return the bid security prior to that date. No Bidder may withdraw his Bid during this period without written permission from the City.

Find PRELIMINARY BID RESULTS at: https://www.chandleraz.gov/business/vendor-services/capital-projects

Protest Policy - A protest of a proposed award must be filed WITH THE PURCHASING OFFICE within 5 calendar days of the first posting of the award recommendation. Award recommendations are posted on the Capital Projects web site or the City Clerk web site. If the due date occurs on a weekend or holiday the protest must be filed the next business day.
A Protest must include:

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- Identification of the project and the solicitation or agreement number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

City will review the protest and issue a written response.

| | |
|---|---|
| PUBLISHED DATE: | **April 10, 2025**<br>**April 17, 2025**<br>Arizona Republic<br>AFFIDAVIT OF PUBLICATION |

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# BID SUBMITTAL LIST

**This list may not include all required bid submission items. It is the Contractor's responsibility to read the entire bid and determine all items required by the submission date and time.**

PROJECT NAME: **RUNWAY 4R22L PAVEMENT REHABILITATION**

CITY PROJECT No.: **AI2202.401; FAA AIP No.: 3-04-008-032-2023**

## ***THIS IS A FEDERAL FUNDED PROJECT***

**PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR SUBMITTAL ACCORDING TO THE DATE AND TIME LISTED IN THE INVITATION TO BID ADVERTISEMENT:**

A. Bid Bond (Original – with Seal)

B. Signed Proposal Acknowledgement, and licenses

C. Bid Schedule

D. Subcontractor's List Form

E. Federal Non-Collusion Bidding Certificate

F. Certificate of Insurability and Bonding

G. Arizona Department of Revenue Privilege Tax License

H. FAA FEDERAL DOCUMENTS: Buy American Certification of Compliance (FAA Federal Provisions Section)

I. FAA FEDERAL DOCUMENTS: Verification Statement

J. FEDERAL DOCUMENTS: Bidders List (Email Confirmation)

**Please refer to the federal documents section for additional federal documents submittals requirement. *** There are time sensitive deadlines. *****

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# BID BOND

ARIZONA STATUTORY BID BOND PURSUANT TO
TITLES 28, 34 AND 41,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, Sunland Asphalt & Construction, LLC, (hereinafter "Principal"), as Principal, and United States Fire Insurance Company, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Delaware, with its principal offices in Morristown, NJ, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, held and firmly bound unto City of Chandler, Arizona, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for construction of:

**RUNWAY 4R22L PAVEMENT REHABILITATION**
**CITY PROJECT No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023**

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into an agreement with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the agreement document with good and sufficient surety for the faithful performance of the agreement and for the prompt payment of labor and materials furnished in the prosecution of the agreement, or in the event of the failure of the Principal to enter into the agreement and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 1st day of May, 20 25

Sunland Asphalt & Construction, LLC
**Principal** SEAL

By: Immanuel Martinez

Its: Division Manager - Public Works

United States Fire Insurance Company
**SURETY** SEAL

By: Paula M Eby
Attorney-in-Fact
Paula M. Eby

Willis Towers Watson Midwest, Inc.
**AGENCY OF RECORD**

233 S. Wacker Drive, Suite 1800, Chicago, IL 60606
**AGENCY ADDRESS**

Rev. 11/28/22

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

**POWER OF ATTORNEY**
**UNITED STATES FIRE INSURANCE COMPANY**
**PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

**KNOW ALL MEN BY THESE PRESENTS**: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Paula M. Eby**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond
Principal: Sunland Asphalt & Construction, LLC
Obligee: City of Chandler, Arizona

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50126833
My Commission Expires 4/7/2026

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1st day of May 2025

**UNITED STATES FIRE INSURANCE COMPANY**

Michael C. Fay, Senior Vice President

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CITY OF CHANDLER
CHANDLER, ARIZONA

# RUNWAY 4R22L PAVEMENT REHABILITATION
# CITY PROJECT No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023

## PROPOSAL ACKNOWLEDGEMENT

PROPOSAL to the City Engineer of the City of Chandler,
In compliance with the Advertisement for Bids, the undersigned bidder:

Having examined the agreement documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the agreement documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details except as otherwise required by the Project Plans and Project Specific Provisions.

Understands that the Proposal shall be submitted with a Proposal guarantee of cash, certified check, cashier's check, or surety bond for an amount of not less than ten percent (10%) of the amount bid.

Agrees that upon receipt of Notice of Award from the City of Chandler, the undersigned bidder will execute the agreement documents.

Work shall be completed within **120** consecutive calendar days, beginning with the day following the starting date specified in the Notice to Proceed. Said Notice will be issued in accordance with the Project Specific Provisions "NOTICE TO PROCEED," or, when, in the opinion of the Engineer, sufficient materials are, or will be available for the continuous prosecution of the work.

Acknowledges that bid prices submitted include all applicable sales and/or use taxes, and no further compensation will be approved for these items.

The Bidder hereby acknowledges receipt of and agrees that the submitter's Proposal is based on the following Addenda:

| Addendum | Date Received | Addendum No. | Date Received |
|---|---|---|---|
| NO. 1 | 4/29/2025 | | |
| | | | |

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# PROPOSAL ACKNOWLEDGEMENT

**THIS BID IS SUBMITTED BY:** Sunland Asphalt & Construction, LLC,
a corporation organized under the laws of the State of Delaware; a
partnership consisting of _____;
or individual trading as _____
and is the holder of an Arizona State Contractor's License: AZ ROC 111922/095189

Limited liability company

**ATTACH PHOTOCOPY**

Classification Class A Commercial No. 111922
Class R13 Residential No. 095189
_____

Failure to fill in the information above, regarding the bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.

Joint venture bid proposals will not be accepted for projects bidding in the amount (for base bid) of less than $5 million dollars.

Contractors are reminded it is a violation of State law to submit a bid if not properly licensed. Bids submitted without designating the Contractor's license classification and number, in the spaces provided above, shall be rejected. Bids submitted by Contractors without the required license shall be rejected.

Contractor acknowledges by signing below that bid prices submitted include all applicable sales and/or use taxes, and no further compensation shall be approved for these items. If there is a conflict between the unit bid price and the unit price extension for a particular pay item, the unit prices shall govern, per MAG 102.5. Also, per MAG 102.7, a proposal shall be considered irregular and may be rejected if there are unauthorized additions, statements, conditional or alternate bids, or irregularities of any kind.

Respectfully submitted,

Sunland Asphalt & Construction, LLC
Firm

86-0455988
Federal Tax ID Number

1625 E. Northern Ave — Phoenix, AZ 85020
Address — City, State and Zip Code

602-323-2800
Phone

_____
By (Signature Required)

Immanuel Martinez, Division Manager - Public Works
Name and Title (Print)

imartinez@sunlandasphalt.com
Email Address

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**NAME OF BIDDER:** Sunland Asphalt & Construction, LLC

CITY OF CHANDLER

# RUNWAY 4R22L PAVEMENT REHABILITATION
# CITY PROJECT No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023

## BID SCHEDULE

| No. | Spec. No. | Description | Est. Qty. | Unit | Unit Price | Extended Price |
|---|---|---|---|---|---|---|
| 1 | C-100.14.1 | Contractor's Quality Control | 1 | LS | $33,500.00 | $33,500.00 |
| 2 | C-102-5.1 | Storm Water Pollution Prevention Plan | 1 | LS | $18,200.00 | $18,200.00 |
| 3 | C-105-6.1 | Mobilization | 1 | LS | $76,000.00 | $76,000.00 |
| 4 | SP-50.01.1 | Location of Underground Utilities | 1 | LS | $4,200.00 | $4,200.00 |
| 5 | SP-60.05.1 | Airfield Safety and Security | 1 | LS | $40,000.00 | $40,000.00 |
| 6 | P-101-5.1 | Mill Asphaltic Concrete Pavement (2-inch Depth) | 49,774 | SY | $1.90 | $94,570.60 |
| 7 | P-152-4.1 | Over-Excavation and Replacement of Unsuitable Materials | 2,500 | CY | $5.00 | $12,500.00 |
| 8 | P-401-8.1 | Bituminous Surface Course (FAA 3/4", 2-Inch Thickness) | 49,774 | SY | $15.70 | $781,451.80 |
| 9 | P-603-5.1 | Bituminous Tack Coat | 4,977 | GAL | $5.20 | $25,880.40 |
| 10 | P-605-5.1 | Crack Seal (1/8 to 1 inch) | 57,759 | LF | $0.10 | $5,775.90 |
| 11 | P-605-5.2 | Crack Seal (>1 to 2 inch) | 34,655 | LF | $0.30 | $10,396.50 |
| 12 | P-605-5.3 | Crack Seal (>2 to 4 inch) | 23,104 | LF | $0.40 | $9,241.60 |
| 13 | P-605-5.4 | Crack Seal (Seal Coat Area) | 32,428 | LF | $0.65 | $21,078.20 |
| 14 | P-608-8.1 | Emulsified Asphalt Seal Coat | 14,589 | SY | $1.90 | $27,719.10 |
| 15 | P-620-5.1 | Temporary Pavements Markings (Yellow) | 8,486 | SF | $0.45 | $3,818.70 |
| 16 | P-620-5.2 | Temporary Pavements Markings (White) | 60,683 | SF | $0.45 | $27,307.35 |
| 17 | P-620-5.3 | Permanent Pavements Markings (Yellow) | 8,486 | SF | $1.86 | $15,783.96 |
| 18 | P-620-5.4 | Permanent Pavements Markings (White) | 60,683 | SF | $1.86 | $112,870.38 |

BASE BID (Items 1- 18 inclusive) $ 1,320,294.49 (In Numbers)

One Million Three Hundred Twenty Thousand Two Hundred Ninety Four (In Words) Dollars

Fourty Nine (In Words) Cents

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

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

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

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# SUBCONTRACTOR'S LIST FORM

## RUNWAY 4R22L PAVEMENT REHABILITATION
## CITY PROJECT No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023

If Bidder intends to subcontract any portion of this Agreement, the bidder must submit the name, address, and contractor's license number (if applicable) of each subcontractor, including the work component of such subcontracting. Include this form with the bid submittal documents. Prime Contractor must self-perform according to MAG Specification 108.2. Bidder may make multiple copies of this form as needed.

| | | | |
|---|---|---|---|
| **Company Name:** | MGM Sweeping LLC | **Company Name:** | CMT Technical Services |
| Contact Name: | Matiez Mendoza | Contact Name: | D. J. Peters |
| Contact Email: | matiez@mgmsweeping.com | Contact Email: | daniel.peters@cmttechnicalservices.com |
| Contact Phone: | 602-515-8700 | Contact Phone: | 602-241-1097 |
| Work Component: | Sweeping | Work Component: | Quality Control |
| Percentage of Total Work Performed: | 1.55% | Percentage of Total Work Performed: | 1.45% |

| | | | |
|---|---|---|---|
| **Company Name:** | Falcon Contracting Inc. | **Company Name:** | Tri State Transportation |
| Contact Name: | Morgan Schultz | Contact Name: | Sean Davis |
| Contact Email: | morgan@falcon-contracting.com | Contact Email: | tristatesean@outlook.com |
| Contact Phone: | 602-692-0899 | Contact Phone: | 602-321-9479 |
| Work Component: | Striping | Work Component: | Emulsion Transport |
| Percentage of Total Work Performed: | 11.5% DBE | Percentage of Total Work Performed: | .07% |

| | | | |
|---|---|---|---|
| **Company Name:** | S3 Arizona, LLC | **Company Name:** | Central Arizona Trucking |
| Contact Name: | Todd Highland | Contact Name: | Wendy Nolan |
| Contact Email: | Todd@S3-Az.com | Contact Email: | wendy.nolan@cat1contracting.com |
| Contact Phone: | 480-522-6661 | Contact Phone: | 480-765-7835 |
| Work Component: | Survey | Work Component: | Ashpalt Transport |
| Percentage of Total Work Performed: | .55% | Percentage of Total Work Performed: | 2.56% |
| | | | |
| Subcontractor Total Work Performed: | $ 222,075.45 | Overall Bid Total: | $ 1,320,294.49 |
| Overall Prime Contractor Self-performance %: | 83.18% | | |

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# NON-COLLUSION BIDDING CERTIFICATION

(STATE OF )
ss.
(COUNTY OF )

I, Immanuel Martinez of the City of Phoenix,
in the County of Maricopa and the State of Arizona, of full age,
being duly sworn according to the law of my oath depose and say that:

I am Immanuel Martinez (Name) a, Division Manager - Public Works (Title, Position, etc.)

of the firm of Sunland Asphalt & Construction, LLC, the Bidder making the Bid for City of Chandler, **RUNWAY 4R22L PAVEMENT REHABILITATION CITY PROJECT No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023** and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the City of Chandler relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

**(Signature of Bidder)**

Immanuel Martinez
(Printed or Typed Name of Bidder)

Sworn to before me this 7 day of May, 20 25, in the County of

Maricopa, State of Arizona.

Vanessa D. Paquette
**(Notary Public)**

VANESSA D. PAQUETTE
Notary Public - Arizona
Maricopa County
Commission # 676633
My Comm. Expires Dec 4, 2028

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# CERTIFICATE OF INSURABILITY AND BONDING

I hereby certify that as Bidder to City of Chandler **RUNWAY 4R22L PAVEMENT REHABILITATION, CITY PROJECT No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023**, I am fully aware of the City of Chandler's Insurance and Bonding Requirements for Contractors and that by the submission of this Bid Proposal, assure the City of Chandler that I am able to produce the insurance and bonding coverage required should I be selected to be the successful bidder.

Should I be selected to be the successful bidder by the City of Chandler, and then become unable to produce the insurance and bonding coverage specified within ten working days I am fully aware and understand that my Bid Proposal will be rejected by the City of Chandler, and that I will forfeit my posted Bid Bond.

Signature of Bidder

Division Manager - Public Works
Title

May 7, 2025
Date

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# ARIZONA DEPARTMENT OF REVENUE
# PRIVILEGE TAX LICENSE

**PROJECT NAME: RUNWAY 4R22L PAVEMENT REHABILITATION**

**CITY PROJECT No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023**

## ATTACH, TO THIS FORM, CURRENT PRIVILEGE TAX LICENSE CERTIFICATE.

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

# TRANSACTION PRIVILEGE TAX LICENSE

## NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

## 2025

**ISSUED TO:** SUNLAND ASPHALT AND CONSTRUCTION LLC
1625 E NORTHERN AVE
PHOENIX AZ 85020-3960

ALL communications and reports MUST REFER to this LICENSE NO.

**LICENSE: 07274948**
**START DATE: 02/01/1983**
**ISSUED: 12/06/2024**
**EXPIRES: 12/31/2025**

**LOCATION:** CODE 005
SUNLAND ASPHALT & CONSTRUCTION INC
1625 E NORTHERN AVE
PHOENIX, AZ 85020
2400069094995

| BUSINESS CODE | REGION | JURISDICTION |
|---|---|---|
| 015 - CONTRACTING - PRIME | GLP - SAN CARLOS APACHE (GILA) | RESERVATION |
| 015 - CONTRACTING - PRIME | NAJ - HOPI (NAVAJO) | RESERVATION |
| 015 - CONTRACTING - PRIME | APA - APACHE | COUNTY |
| 015 - CONTRACTING - PRIME | COC - COCONINO | COUNTY |
| 015 - CONTRACTING - PRIME | COH - COCHISE | COUNTY |
| 015 - CONTRACTING - PRIME | GLA - GILA | COUNTY |
| 015 - CONTRACTING - PRIME | GRA - GRAHAM | COUNTY |
| 015 - CONTRACTING - PRIME | GRN - GREENLEE | COUNTY |
| 015 - CONTRACTING - PRIME | LAP - LA PAZ | COUNTY |
| 026 - USE TAX-UTILITIES | LAP - LA PAZ | COUNTY |
| 015 - CONTRACTING - PRIME | MAR - MARICOPA | COUNTY |
| 029 - USE TAX | MAR - MARICOPA | COUNTY |
| 215 - PRE-6/2010 CONTRACTING | MAR - MARICOPA | COUNTY |
| 015 - CONTRACTING - PRIME | MOH - MOHAVE | COUNTY |
| 015 - CONTRACTING - PRIME | NAV - NAVAJO | COUNTY |
| 026 - USE TAX-UTILITIES | PMA - PIMA | COUNTY |
| 015 - CONTRACTING - PRIME | PMA - PIMA | COUNTY |
| 029 - USE TAX | PNL - PINAL | COUNTY |
| 015 - CONTRACTING - PRIME | PNL - PINAL | COUNTY |
| 015 - CONTRACTING - PRIME | STC - SANTA CRUZ | COUNTY |
| | YAV - YAVAPAI | COUNTY |

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

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LICENSE: 07274948

| BUSINESS CODE | REGION | JURISDICTION |
|---|---|---|
| 015 - CONTRACTING - PRIME | YMA - YUMA | COUNTY |
| 015 - CONTRACTING - PRIME | AJ - APACHE JUNCTION | CITY |
| 015 - CONTRACTING - PRIME | AV - AVONDALE | CITY |
| 029 - USE TAX | AV - AVONDALE | CITY |
| 015 - CONTRACTING - PRIME | BB - BISBEE | CITY |
| 015 - CONTRACTING - PRIME | BE - BUCKEYE | CITY |
| 029 - USE TAX | BE - BUCKEYE | CITY |
| 015 - CONTRACTING - PRIME | BH - BULLHEAD CITY | CITY |
| 015 - CONTRACTING - PRIME | BS - BENSON | CITY |
| 015 - CONTRACTING - PRIME | CA - CAREFREE | CITY |
| 015 - CONTRACTING - PRIME | CE - CAMP VERDE | CITY |
| 015 - CONTRACTING - PRIME | CF - CLIFTON | CITY |
| 315 - MRRA AMOUNT | CG - CASA GRANDE | CITY |
| 015 - CONTRACTING - PRIME | CG - CASA GRANDE | CITY |
| 029 - USE TAX | CH - CHANDLER | CITY |
| 015 - CONTRACTING - PRIME | CH - CHANDLER | CITY |
| 029 - USE TAX | CK - CAVE CREEK | CITY |
| 015 - CONTRACTING - PRIME | CK - CAVE CREEK | CITY |
| 029 - USE TAX | CL - COOLIDGE | CITY |
| 015 - CONTRACTING - PRIME | CL - COOLIDGE | CITY |
| 015 - CONTRACTING - PRIME | CV - CHINO VALLEY | CITY |
| 015 - CONTRACTING - PRIME | CW - COTTONWOOD | CITY |
| 015 - CONTRACTING - PRIME | DL - DOUGLAS | CITY |
| 015 - CONTRACTING - PRIME | EG - EAGAR | CITY |
| 029 - USE TAX | EL - ELOY | CITY |
| 015 - CONTRACTING - PRIME | EM - EL MIRAGE | CITY |
| 015 - CONTRACTING - PRIME | EM - EL MIRAGE | CITY |
| 015 - CONTRACTING - PRIME | FH - FOUNTAIN HILLS | CITY |
| 015 - CONTRACTING - PRIME | FL - FLORENCE | CITY |
| 011 - RESTAURANTS AND BARS | FS - FLAGSTAFF | CITY |
| 015 - CONTRACTING - PRIME | GB - GILBERT | CITY |
| 016 - CONSTRUCTION CONTRACTING - SPECULATIVE BUILDERS | GE - GLENDALE | CITY |
| 029 - USE TAX | GE - GLENDALE | CITY |
| 015 - CONTRACTING - PRIME | GE - GLENDALE | CITY |
| 029 - USE TAX | GI - GILA BEND | CITY |
| 015 - CONTRACTING - PRIME | GI - GILA BEND | CITY |
| 015 - CONTRACTING - PRIME | GL - GLOBE | CITY |
| 015 - CONTRACTING - PRIME | GU - GUADALUPE | CITY |
| 029 - USE TAX | GY - GOODYEAR | CITY |
| 015 - CONTRACTING - PRIME | GY - GOODYEAR | CITY |
| 015 - CONTRACTING - PRIME | HB - HOLBROOK | CITY |
| 015 - CONTRACTING - PRIME | KM - KINGMAN | CITY |
| 015 - CONTRACTING - PRIME | KN - KEARNY | CITY |
| 015 - CONTRACTING - PRIME | LH - LAKE HAVASU CITY | CITY |
| | LP - LITCHFIELD PARK | CITY |

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**LICENSE: 07274948**

| BUSINESS CODE | REGION | JURISDICTION |
|---|---|---|
| 015 - CONTRACTING - PRIME | MA - MARANA | CITY |
| 015 - CONTRACTING - PRIME | ME - MESA | CITY |
| 029 - USE TAX | ME - MESA | CITY |
| 015 - CONTRACTING - PRIME | MP - MARICOPA | CITY |
| 015 - CONTRACTING - PRIME | NO - NOGALES | CITY |
| 015 - CONTRACTING - PRIME | OR - ORO VALLEY | CITY |
| 015 - CONTRACTING - PRIME | PE - PEORIA | CITY |
| 029 - USE TAX | PE - PEORIA | CITY |
| 015 - CONTRACTING - PRIME | PK - PARKER | CITY |
| 015 - CONTRACTING - PRIME | PL - PRESCOTT VALLEY | CITY |
| 015 - CONTRACTING - PRIME | PM - PIMA | CITY |
| 015 - CONTRACTING - PRIME | PP - PINETOP-LAKESIDE | CITY |
| 015 - CONTRACTING - PRIME | PR - PRESCOTT | CITY |
| 015 - CONTRACTING - PRIME | PS - PAYSON | CITY |
| 015 - CONTRACTING - PRIME | PV - PARADISE VALLEY | CITY |
| 015 - CONTRACTING - PRIME | PX - PHOENIX | CITY |
| 029 - USE TAX | PX - PHOENIX | CITY |
| 015 - CONTRACTING - PRIME | QC - QUEEN CREEK | CITY |
| 015 - CONTRACTING - PRIME | QZ - QUARTZSITE | CITY |
| 015 - CONTRACTING - PRIME | SA - SAHUARITA | CITY |
| 015 - CONTRACTING - PRIME | SC - SCOTTSDALE | CITY |
| 029 - USE TAX | SC - SCOTTSDALE | CITY |
| 015 - CONTRACTING - PRIME | SE - SEDONA | CITY |
| 015 - CONTRACTING - PRIME | SF - SAFFORD | CITY |
| 015 - CONTRACTING - PRIME | SI - SUPERIOR | CITY |
| 015 - CONTRACTING - PRIME | SJ - ST JOHNS | CITY |
| 015 - CONTRACTING - PRIME | SL - SHOW LOW | CITY |
| 015 - CONTRACTING - PRIME | SN - SNOWFLAKE | CITY |
| 015 - CONTRACTING - PRIME | SP - SURPRISE | CITY |
| 029 - USE TAX | SP - SURPRISE | CITY |
| 015 - CONTRACTING - PRIME | SR - SIERRA VISTA | CITY |
| 015 - CONTRACTING - PRIME | ST - SOUTH TUCSON | CITY |
| 015 - CONTRACTING - PRIME | SV - SPRINGERVILLE | CITY |
| 015 - CONTRACTING - PRIME | TC - THATCHER | CITY |
| 015 - CONTRACTING - PRIME | TE - TEMPE | CITY |
| 017 - RETAIL | TE - TEMPE | CITY |
| 029 - USE TAX | TE - TEMPE | CITY |
| 015 - CONTRACTING - PRIME | TN - TOLLESON | CITY |
| 029 - USE TAX | TN - TOLLESON | CITY |
| 015 - CONTRACTING - PRIME | TU - TUCSON | CITY |
| 015 - CONTRACTING - PRIME | TY - TUSAYAN | CITY |
| 015 - CONTRACTING - PRIME | WB - WICKENBURG | CITY |
| 015 - CONTRACTING - PRIME | WC - WILLCOX | CITY |
| 015 - CONTRACTING - PRIME | WS - WINSLOW | CITY |
| 015 - CONTRACTING - PRIME | WT - WELLTON | CITY |
| 015 - CONTRACTING - PRIME | YM - YUMA | CITY |

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ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

# TRANSACTION PRIVILEGE TAX LICENSE

## NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

**2025**

**ISSUED TO:** SUNLAND LEASING INC
1625 E NORTHERN AVE
PHOENIX AZ 85020-3960

ALL communications and reports MUST REFER to this LICENSE NO.

**LICENSE: 21002059**
**START DATE: 07/01/2013**
**ISSUED: 12/06/2024**
**EXPIRES: 12/31/2025**

**LOCATION:** CODE 002
SUNLAND LEASING INC
3002 S PRIEST DR
TEMPE, AZ 85282
2400069093646

| BUSINESS CODE | REGION | JURISDICTION |
|---|---|---|
| 014 - PERSONAL PROPERTY RENTAL | MAR - MARICOPA | COUNTY |
| 214 - RENTAL, LEASING AND LICENSING FOR USE OF TPP | TE - TEMPE | CITY |

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

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IMPORTANT NOTICE
YOU MUST:

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

Sunland Asphalt & Construction LLC

1625 E Northern Avenue
Phoenix, AZ 85020

**THIS IS YOUR IDENTIFICATION CARD**
**DO NOT DESTROY**

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

Sunland Asphalt & Construction LLC

CONTRACTORS LICENSE NO. ROC 111922 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

Tom Cole, Director

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Sunland Asphalt & Construction LLC

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Phoenix, AZ 85020

**THIS IS YOUR IDENTIFICATION CARD**
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LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA September 30, 2025
**Registrar of Contractors** CERTIFIES THAT

Sunland Asphalt & Construction LLC

CONTRACTORS LICENSE NO. ROC 095189 CLASS R-13

Specialty Residential
Asphalt Paving

THIS CARD MUST BE PRESENTED UPON DEMAND

Cynthia D. Casaus, Interim Director

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

# CONSTRUCTION AGREEMENT

## RUNWAY 4R22L PAVEMENT REHABILITATION

## CITY PROJECT No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023

**MAYOR**
**Kevin Hartke**

**VICE MAYOR**
**Christine Ellis**

**COUNCIL**
**OD Harris  Matt Orlando**
**Angel Encinas  Jane Poston  Jennifer Hawkins**

Daniel Haskins

**Daniel Haskins, P.E.**
**CIP City Engineer**

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**CITY OF CHANDLER, ARIZONA**

# RUNWAY 4R22L PAVEMENT REHABILITATION
# CITY PROJECT No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023

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**CONSTRUCTION SERVICES AGREEMENT**
**CITY PROJECT No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023**

This Agreement ("Agreement") is made and entered into on the _____ day of _____, 2025, by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and SUNLAND ASPHALT & CONSTRUCTION, LLC the "Contractor" designated below (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties").

City and Contractor agree as follows:

## ARTICLE 1 - PARTICIPANTS AND PROJECT

**CITY:** CIP City Engineer: Daniel Haskins, P.E.
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov

**CITY:** Construction Project Manager: Raymond Potts
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3326 Email: Raymond.Potts@chandleraz.gov

**Contractor:**

| | |
|---|---|
| Legal Company Name: | Sunland Asphalt & Construction, LLC |
| Mailing Address: | 1625 East Northern Avenue<br>Phoenix, AZ 85020 |
| Physical Address: | 1625 East Northern Avenue<br>Phoenix, AZ 85020 |
| Arizona Roc No.: | 111922 - Class A/ 195189 - Class R13 |
| Federal Tax Id No.: | 86-0455988 |
| State Where Organized: | Delaware |
| Business Organization: | Limited Liability Company |
| Statutory Agent Name: | Corporation Service Company – Paula Eby |
| Statutory Agent Mailing Address: | 775 Yard Street, Suite 200,<br>Columbus, OH 43212 |
| Statutory Agent Physical Address: | 775 Yard Street, Suite 200,<br>Columbus, OH 43212 |

Contractor's Authorized Project Representative:

| | |
|---|---|
| Name: | Greg Hughes |
| Title: | Project Manager |
| Phone: | 480-375-1134 |
| Email: | ghughes@sunlandasphalt.com |

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**PROJECT DESCRIPTION:**

The Runway '4R-22L' Rehabilitation project includes a 2-inch mill and overlay with crack sealing of existing asphalt along the entirety of Runway '4R-22L', excluding the 90-foot blast pads at both threshold ends, and portions of Taxiways 'H', 'L', 'N', 'P', & 'Q' to the hold bars. The project also includes crack sealing and seal coat application to the shoulder pavement and blast pads. The runway and taxiway pavement markings will be replaced within project limits to meet FAA design standards.

**PROJECT LOCATION:**

Chandler Municipal Airport

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## ARTICLE 2 - AGREEMENT DOCUMENTS

### 2.1 AGREEMENT DOCUMENTS

The Agreement between City and Contractor will consist of the following Agreement Documents:

1. This Construction Services Agreement and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in Exhibit A, incorporated by reference.
4. Project Bid Proposal.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as described in Section 14.1.4 of the General Conditions.

### 2.3 DEFINITIONS

The definitions in Section 2 of the General Conditions apply to all the Agreement Documents, including this Agreement.

## ARTICLE 3 - CONSTRUCTION SERVICES

### 3.1 GENERAL

3.1.1 Scope of Work. All terms and conditions are set forth in the Agreement. Any terms and conditions and exceptions noted in the Contractor's proposal or other documents do not apply unless agreed to in this Agreement or an approved addendum.

3.1.2 Contractor agrees this is a Unit Price Agreement. Contractor agrees at its own cost and expense, to do all Work necessary required to fully, timely and properly complete the construction of the Project in strict accordance with the Agreement Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Agreement time.

3.1.3 Contractor must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

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3.1.4 At all times relevant to this Agreement and performance of the Work, the Contactor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Agreement, including, without limitation, those set forth on attached Exhibit A.

3.1.5 Contractor must perform the Work under this Agreement using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

3.1.6 Contractor must comply with all terms and conditions of the General Conditions.

3.1.7 In the event of a conflict between this Agreement and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Agreement will control.

3.1.8 Ownership of Work Product. Notwithstanding anything to the contrary in this Agreement, all Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

## 3.2 CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES

3.2.1 The Contractor must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

## 3.3 PRE-CONSTRUCTION CONFERENCE

Contractor must attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

## 3.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

Contractor must perform the Work in accordance with Section 4.4 of the General Conditions.

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3.5 **CONTROL OF THE PROJECT SITE**

Contractor must control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

3.6 **PROJECT SAFETY**

Contractor must implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

3.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Contractor must provide materials testing and submit substitute materials and Shop Drawings in accordance with Section 4.7 of the General Conditions.

3.8 **PROJECT RECORD DOCUMENTS**

Contractor must maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

3.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Contractor must provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

## ARTICLE 4 - CITY RESPONSIBILITIES

4.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

## ARTICLE 5 - AGREEMENT TIME

5.1 **GENERAL**

5.1.1 The total Agreement Duration is 90 Calendar Days (including Substantial Completion by 60 Calendars Days and Final Acceptance by 90 Calendar Days).

5.1.2 The Agreement Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 5.4 below.

5.1.3 The Agreement Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Agreement Time.

5.1.4 Time is of the essence of this Agreement for the Project, and for each phase and designated Milestone thereof.

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5.1.5 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Agreement by City.

## 5.2 PROJECT SCHEDULE

5.2.1 The Project Schedule will be updated and maintained throughout Contractor's performance under this Agreement in accordance with Section 6.2 of the General Conditions.

5.2.2 Work must be completed to meet the following milestones after the Notice to Proceed:

| | Milestone | | Time | Liquidated damages for delay | |
|---|---|---|---|---|---|
| 1. | | within | days | $ | per calendar day |

## 5.3 SUBSTANTIAL COMPLETION

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

## 5.4 FINAL ACCEPTANCE

5.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

5.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

## 5.5 LIQUIDATED DAMAGES

5.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

5.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 5.5.1 above, City and Contractor further agree that if Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per

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calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Agreement.

5.5.3 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 will apply.

5.5.4 City may deduct liquidated damages described in this Article 5.5 from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

### 5.6 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

5.6.1 Contractor and City waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes.

1. Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

5.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Nothing contained in this Article 5.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 5.5 above.

5.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Agreement prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which will be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

## ARTICLE 6 - AGREEMENT PRICE

### 6.1 AGREEMENT PRICE

6.1.1 In exchange for Contractor's full, timely, and acceptable performances and construction of the Work under this Agreement, and subject to all of the terms of

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this Agreement, City will pay Contractor the "Agreement Price," which is $1,320,294.49.

6.1.2 The Agreement Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct Work.

6.2 **CHANGES TO AGREEMENT PRICE**
Shall be determined under Section 9 of the General Conditions.

## ARTICLE 7 - PAYMENT

Payments will be made to Contractor in accordance with Section 8 of the General Conditions.

## ARTICLE 8 - CHANGES TO THE AGREEMENT

Changes to the Agreement may be made in strict accordance with Section 9 of the General Conditions.

## ARTICLE 9 - SUSPENSION AND TERMINATION

This Agreement may be suspended or terminated in accordance with Section 10 of the General Conditions.

## ARTICLE 10 - INSURANCE AND BONDS

10.1 Contractor must provide insurance in accordance with Sections 11.1 through 11.3 of the General Conditions. Contractor must provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Agreement.

10.2 Contractor must provide performance and payment bonds to City in Accordance with Section 11.4 of the General Conditions and A.R.S. § 34-222.

10.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to City, will be a material breach and grounds for termination for cause of this Agreement.

## ARTICLE 11 - INDEMNIFICATION

Contractor must have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

## ARTICLE 12 - DISPUTE RESOLUTION

Any claims or disputes relating to this Agreement will be resolved according to the dispute resolution process set forth in Section 13 of, and Appendix 6 to, the General Conditions.

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**ARTICLE 13 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED** By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entitles as of the effective date.

**"CITY" CITY OF CHANDLER**

MAYOR

**RECOMMENDED BY:**

Daniel Haskins May 29, 2025

Daniel Haskins, P.E.
CIP City Engineer

**APPROVED AS TO FORM:**

City Attorney

**ATTEST:**

City Clerk Seal

**"CONTRACTOR"**
**SUNLAND ASPHALT & CONSTRUCTION, LLC**

Immanuel Martinez May 29, 2025

Signature Date

Immanuel Martinez

Print Name

Division Manager

Title

imartinez@sunlandasphalt.com

Signer Email Address

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

# EXHIBIT A

## PROJECT SPECIFIC
## SPECIAL PROVISIONS

**4.2.7 Aerial Construction Photography**

General Conditions Section 4 Subsections 4.2.7.1 & 4.2.7.2 are not applicable to this project.

**4.2.8 Government Approvals and Permits**

General Conditions Section 4 Subsection 4.2.8.1, City permit fees will be paid internally by the City and all other fees will be the responsibility of the Contractor.

**Subletting of Agreement**

Contractor must perform, with his own organization, work amounting to not less than 50 percent of the total Agreement cost.

Failure to submit Subcontractor's List Form, demonstrating self-performance not less than 50 percent of the total Agreement cost, will cause the bid to be deemed non-responsive.

Bidders should contact the Arizona Registrar of Contractors for information on license requirements.

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# CONSTRUCTION SAFETY & PHASING PLAN

## Chandler Municipal Airport
## Runway '4R-22L' Rehabilitation

City Project No: AI2202.401
FAA AIP No: 3-04-008-032-2023
Dibble Project No.: 1021015.09

Prepared For: City of Chandler

August 28, 2024

CHANDLER arizona

DIBBLE

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## Chandler Municipal Airport

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CHD Project No: AI2202.401
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Prepared For:
Chandler Municipal Airport
2380 S Stinson Way
Chandler AZ 85286

Duane H. Dana, PE
Senior Project Manager

*Dibble*

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# 1. COORDINATION

## 1.1 General Project Information

This *Construction Safety and Phasing Plan* (CSPP) provides specific information to the Contractor and/or Subcontractors selected to carry out the construction contract for this project at Chandler Municipal Airport (Airport or CHD). This plan includes the requirements and procedures for accident prevention, safety requirements, and security considerations at the Airport. The Airport's safety objective is to achieve accident-free construction projects. Furthermore, the Contractor must be in full compliance with FAA Advisory Circular (AC) *150/5370-2G: Operational Safety on Airports During Construction*. The CSPP and project safety and phasing requirements will be discussed in detail at the Pre-Bid and Pre-Construction Conferences.

The Contractor and Subcontractors shall conduct their operations in a manner that will provide safe working conditions for all employees and protection of the public and all others who may be affected by construction activities. Nothing contained in this plan is intended to relieve the Contractor, Subcontractors or suppliers of the obligations assumed by them under contract with the Airport or as required by law. The Contractor shall be required to submit a *Safety Plan Compliance Document* (SPCD) to the airport describing how they will comply with the requirements set forth in the CSPP.

Safety must be an integral part of the job. Full participation, cooperation, and support are necessary to ensure the safety and health of all persons and property involved in the project. The purpose of phasing, marking, barricading, and lighting of airside construction areas is to delineate hazardous areas and prevent unauthorized incursions into the areas by personnel, vehicles, equipment, and aircraft during construction; and to positively separate construction activity from aircraft operations.

A Pre-Bid Conference will be scheduled during the bidding process to allow prospective bidders an opportunity to understand the safety aspects of this project. A key topic of this meeting will include a detailed review of this CSPP, with emphasis on Contractor responsibilities for safety, as well as access and work areas in each phase.

A Pre-Construction Meeting will be scheduled prior to the issuance of the Notice to Proceed. Invitees and attendees will include the Airport Design, Construction, and Operations personnel; the Engineer; the Contractor's Project Superintendent; pertinent Subcontractors; and representatives from ADOT and the FAA. Relevant safety-related issues will be discussed in detail at this meeting.

Topics of discussion will include the requirements as set forth in *AC 150/5370-2G: Operational Safety on Airports During Construction*; project scope; the RPR's responsibility and authority; identifying the Contractor's Superintendent; NOTAM responsibility; phasing and scheduling of work; Notice to Proceed date; safety during construction; the Contractor's *Safety Plan Compliance Document*; security, badging and escorting requirements; quality control and testing; test reports; maintenance of record drawings; and other contract and Federal requirements. The Contractor is required to submit an overall project schedule at the Pre-Construction Conference which will allow the Engineer, Contractor, Airport Manager, Operations Manager, City CIP Engineer, and other Stakeholders to identify affected areas during construction.

## 1.2 Contractor Progress Meetings

Weekly construction progress meetings will be held, for which the invitees and attendees will include at minimum the Airport personnel, the Resident Project Representative (RPR), the Contractor's Project Superintendent, and the lead personnel of each Subcontractor. In addition to the discussions on the progress of the project, operational safety procedures identified within this Safety Plan will be reviewed and discussed.

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## 1.3 Scope or Schedule Changes

The Contractor will be required to immediately notify the Airport and RPR of any changes to the original project scope or schedule. The Airport will coordinate (as needed) any changes with the impacted stakeholders (i.e. ATCT, tenants, FAA, etc.).

## 1.4 FAA/Air Traffic Organization Coordination

The Airport staff will be responsible for continually coordinating as required with the FAA/Air Traffic Organization (ATO) during construction.

# 2. PHASING

The project includes two (2) designated phases of work as shown in **Appendix A** – *Project Site, Barricade & Aircraft Detour Plan*. The construction phasing was developed based on a number of factors including: contractor and aircraft safety, impact to aircraft traffic and airport operations, closure duration, constructability, construction cost, and a stakeholder phasing meeting. The following section includes detailed descriptions of each phase.

**Phase 1** (30 Calendar Days) – will consist of daytime work for milling, crack-sealing, overlay and temporary markings along the entire limits of Runway 4R-22L as displayed in **Appendix A**. Two rows of low-profile barricades will be placed on the north and south side of the project limits at each connector taxiway to emphasize the project work zone for the contractor and restrict aircraft access. This phase will require the closure of Runway 4R-22L with lighted X's placed on runway designation marking at each end. Construction hours shall be coordinated with the Airport prior to the notice to proceed with construction. A punchlist walk will be conducted at the completion of the phase.

**Substantial Completion** (30 Calendar Days) – will mark the completion of Runway and Taxiway improvements specified under Phase 1 work**.** A pre-final walkthrough will be completed by the Resident Engineer, Airport Staff, and the Contractor. The Contractor shall be provided with a Substantial Completion letter including a punch list of any remaining items to complete before Final Completion.

**Stop Time** (30 Calendar Days) – will consist of a pavement cure period before permanent markings in Phase 2 below.

**Phase 2** (3 Calendar Days) – will consist of daytime application of permanent pavement markings after pavement curing along the entire limits of Runway 4R-22L as displayed in **Appendix A**. Two rows of low-profile barricades will be placed on the north and south side of the project limits at each connector taxiway to emphasize the project work zone for the contractor and restrict aircraft access. This phase will require the closure of Runway 4R-22L with lighted X's placed on runway designation marking at each end. Construction hours shall be coordinated with the Airport prior to the notice to proceed with construction. A punchlist walk will be conducted at the completion of the phase.

**Final Completion** (7 Calendar Days) – will consist of completing punchlist items, final clean-up operations, and demobilization.

**Total Project Duration** (40 Calendar Days) – will include the completion of all punchlist items noted on the Substantial Completion letter.

The timeline and schedule below have been provided to assist the Contractor. Ultimately the Contractor will be responsible to submit his own Construction *Safety and Phasing Compliance Document* and detailed Barricade Plans at the Pre-Construction Conference for review and approval by the RPR and Airport. The Contractor will have a total of 30 calendar days to reach substantial completion:

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- Phase 1 – (30 Calendar Days) (Substantial Completion)
- Stop Work – (30 Calendar Days)
- Phase 2 – (3 Calendar Days, to be Completed 30 Calendar Days after Temporary Markings)
- Final Completion – (7 Calendar Days)
- Total Project Duration – (40 Calendar Days)

The Contractor is required to provide his own detailed Barricade Plans in accordance with his anticipated operations for the review and approval of the Airport.

# 3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION

## 3.1 Affected Areas on the Airfield

### 3.1.1 Closed or Partially Closed Facilities

No facilities (buildings or businesses) are anticipated to be closed or partially closed for the duration of the project. Runway '4R-22L' and Taxiway connectors 'H', 'L', 'N', 'P', 'Q', and 'B' will be closed for the duration of the project.

### 3.1.2 Aircraft Rescue and Firefighting (ARFF) Access Routes

Chandler Municipal Airport is not equipped with an ARFF facility, however, this project will have minimal impact on existing emergency access routes. Alternate emergency routes will be coordinated by the airport during the temporary closure of any portion of airfield during the respective construction phases. The Contractor will be directed to maintain the alternate access routes and all other existing routes that may be used by emergency vehicles within the Airfield Operations Area (AOA) at all times.

### 3.1.3 Airport Support Vehicle Access Routes

Chandler Municipal Airport is not an air carrier airport and does not have airport support vehicles.

### 3.1.4 Utilities for Firefighting

No underground utilities used for City or firefighting operations within the AOA are anticipated to be impacted by the construction of this project.

While every effort has been made to include the locations and depths of known utilities within the project areas, the Contractor will be required to pothole for utilities to avoid damage to them.

### 3.1.5 Affected Approach and Departure Surfaces

The Contractor will be required to abide by the Part 77 airspace requirements for each runway at all times, including all equipment, material and batch plants that may be required for this project. Construction equipment will be limited to stay below the approach surfaces at all times. Equipment along the haul route having a height of over 15-ft will be submitted to the FAA's Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system to be evaluated for airspace impact.

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## 3.2 Mitigation of Effects

### 3.2.1 Construction Staging Area and Haul Routes

The Contractor's staging and storage area, haul routes, and construction access areas are shown in **Appendix A** – *Project Site, Barricade & Aircraft Detour Plan*. The Contractor's staging area is located outside of all Object Free Areas. Construction access areas and haul routes have been established to minimize impact to airfield operations. The Contractor will be required to supply gate guards at the construction entrance to the airfield when in use. Gate guards will not be required if the gate is closed and locked.

Transient haul truck drivers are required to check in with the Contractor's gate guard. The driver shall have a flashing amber beacon mounted on the highest point of the vehicle. The driver shall be advised to remain on the marked haul route and follow the appropriate signs to the intended work area. At no time shall any driver be allowed to deviate from the marked haul route.

### 3.2.2 Temporary Taxi Operations

If the Contractor's operations impact any Taxiway Object Free Area (TOFA), the respective taxiway will be closed, limited or offset as required in FAA AC 150/5370-2G: *Operational Safety on Airports During Construction*.

### 3.2.3 Detours for ARFF and Other Airport Vehicles

Chandler Municipal Airport is not equipped with an ARFF facility; however, in the event of an emergency, ARFF and other airport vehicles are not anticipated to be hindered by construction activities related to this project. However, because each construction situation is different, the Contractor must coordinate construction vehicle traffic with the Airport Operations for each phase of construction. Contractor vehicle movements to and from the site must conform to approved Access and Haul Roads or as directed by the Airport at the weekly construction meetings. The Airport will coordinate with all stakeholders any detours from existing Airfield Service Roads as needed, throughout the duration of the project.

### 3.2.4 Maintenance of Essential Utilities

While not anticipated, essential utilities for structures/buildings may be impacted during construction. The Contractor will be required to provide temporary means of service for any impacted utilities until the impacted utilities are restored.

### 3.2.5 Temporary Air Traffic Control (ATC) Procedures

The Air Traffic Control Tower (ATCT) will be kept informed of all construction activities throughout the duration of the project. The Contractor will provide construction schedules at least three weeks ahead of the proposed construction activities to be given to the ATCT by the Airport Operations Superintendent. The ATCT will be expected to provide feedback about any concerns that the ATCT has for construction areas and Contractor movements. Project phasing plans will be provided to the ATCT so that they are aware of the impacts to aircraft operations on the ground and in the air.

While the Airport will ultimately be responsible for issuing NOTAMs related to construction activities and restrictions, the ATCT will be responsible for redirecting pilots from proceeding into construction areas.

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# 4. PROTECTION OF NAVIGATION AIDS (NAVAIDS)

## 4.1 NAVAID Critical Areas

It is not anticipated that any NAVAID Critical Area will be impacted by this project.

## 4.2 Effects of Construction on NAVAID Performance

It is anticipated that the existing PAPI system for each individual runway end will be closed during select construction operations of this project. The Airport will be responsible to issue NOTAMs for all air traffic. The Contractor will be required to coordinate any closures a minimum of 48 hours in advance.

## 4.3 Protections of NAVAID Facilities

All NAVAIDs for active airfield areas will be maintained and remain operational.

## 4.4 Required Distance from NAVAIDs to Construction Areas

All NAVAIDs are at a safe distance away from any construction activities as shown on the overall phasing sheet.

## 4.5 Coordination Procedures with FAA/ATO

The Airport staff will be responsible for continually coordinating as required with the FAA/ATO during construction.

# 5. CONTRACTOR ACCESS

## 5.1 General Items

### 5.1.1 Contractor Access Areas

Any time access is required within restricted areas within the airport, the Contractor shall be responsible for assuring that no breaches of airport security occur. Restricted areas are fenced and must remain fenced at all times. The gates will remain closed and locked, or a guard (badged by the airport) will be provided at the Contractor's expense. The Contractor will furnish the guard with a roster of his personnel and will ensure that each individual has adequate identification. The duplicate keys for each lock will be turned over to Airport authorities. The following additional measures must also be taken:

- No person shall enter the Contractor's worksite without authorization. Any person found within the worksite without proper identification as described herein shall be considered unauthorized and shall be removed from the worksite.
- Contractor Superintendents and Supervisors will be required to wear identifiable equipment or clothing to be easily recognized and located on site.
- Reference Section **3.2.1 – Construction Staging Area and Haul Routes** for additional requirements imposed on the Contractor regarding the Staging Area and Haul Routes.

### 5.1.2 49 CFR Part 1542, Airport Security

The airport is operated in strict compliance with Federal Aviation Regulations (FAR), which prohibit unauthorized persons or vehicles in the Air Operations Area (AOA). Equipment and workmen will be restricted to the work area defined on the plans. Any violation by Contractor's personnel or Subcontractors will subject the Contractor to penalties imposed by the FAA or the Airport.

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The Contractor will assume all fines assessed to them by the Airport and all fines against the Airport assessed to them by the FAA for the Contractor's security violations. Reference *Special Provisions* for the Schedule of Fines imposed on the Contractor regarding Airport Safety and Security.

The Contractor shall be responsible for the protection of the construction site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons. Security measures shall include additional security fencing, barricades, lighting, and other measures as the Contractor may deem necessary to protect the site.

The Contractor's responsibilities for work areas are as follows:

- The Contractor shall be held responsible for controlling his employees, Subcontractors, and their employees with regard to traffic movement.
- The Contractor shall rebuild, repair, restore, and make good at his own expense all injuries or damages to any portion of the work occasioned by his use of these facilities before completion and acceptance of his work.
- The Contractor shall submit to the RPR in writing a detailed work plan for each construction phase. This plan shall be submitted 14 calendar days prior to the start of each construction phase. No work within the construction phase may commence until the phase work plan is approved.
- The Contractor shall submit to the RPR in writing a plan, by construction phase, for controlling construction equipment and vehicular movements in the Air Operations Area (AOA). This plan shall be submitted at the Pre-Construction Meeting. No work may commence until this plan is approved by the Airport. The plan must include material haul roads.
- The Contractor shall provide a responsible Traffic Manager whose duty shall be to direct all construction traffic on or near active runways, taxiways, haul roads and highways. Paved surfaces shall be kept clear at all times and specifically must be kept free from all debris which might damage aircraft.

The project does not require the distribution of security badges to Contractor, Subcontractor, or material supplier employees.

No weapons will be allowed on the airport by any Contractor personnel at any time.

## 5.2 Location of Stored Construction Equipment

All Contractor materials, equipment and supplies shall be within the Contractor's designated Staging and Storage Area. All Staging and Storage Areas shall be marked, debris boxes covered, and area kept neat and clean of debris, see **Appendix B –** *Airport Site Plan*.

For equipment that must remain in the work area, the following conditions must be met:

- Be located outside of the runway/taxiway safety and obstruction free areas.
- Be marked with lighted barricades around the equipment perimeter with a spacing of no more than 10 feet.
- Be coordinated at least 48 hours in advance with the RPR.
- The highest point of the equipment must be marked and lit with a red flashing/steady burning omni-directional obstruction light.

Stockpiled materials are allowed only within the Contractor's designated staging and storage area, except for the dedicated millings stockpile area shown on the plans:

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- Remove daily all stockpiled material from within aircraft movement areas, unless otherwise directed by the RPR.
- No excavated or stored materials may remain within active runway or taxiway safety areas and object free zones.
- Stockpiled material may be located within the Air Operations Area only upon prior coordination and approval of the RPR.

Furthermore, Construction activity shall be prohibited when equipment penetrates the imaginary surfaces described in Title 14 CFR Part 77 and any restricted area as defined in the most current edition of FAA AC 150/5300-13A, *Airport Design (Change 1)*, unless a favorable airspace finding has been made by the FAA and the Airport and approved by the Airport Operations Superintendent or authorized Operations Specialist on Duty. Equipment that penetrates the Part 77 imaginary surface(s) must display an orange and white checkered flag during daytime operations and a red obstruction light during nighttime use.

### 5.2.1 Stockpiles Within Runway Object Free Areas (ROFAs)

No stockpiles within the Runway Object Free Area are anticipated for this project.

### 5.2.2 Proper Stockpiling of Materials

Stockpiled materials must be stabilized with water in order to avoid dust during windy conditions. Daily inspections by the Contractor will be required of the stockpiles and other areas within the construction limits that may be affected by windy conditions. Construction Administration personnel will also be performing daily inspections on these areas to ensure compliance with this aspect.

## 5.3 Vehicle & Pedestrian Operations

### 5.3.1 Construction Site Parking

Construction parking will be allowed in the Contractor's Staging and Storage Area, which is outside of any Object Free Areas. No personal vehicles will be allowed onto the airfield except for inside the Contractor's Staging and Storage Area. See Section **5.1.1 – Contractor Access Areas** for further information.

### 5.3.2 Construction Equipment Parking

Construction equipment parking will be in the Contractor's Staging and Storage Area for any equipment that is not in use.

### 5.3.3 Access and Haul Roads

Access and haul roads on Airport property will be delineated with the use of low-profile barricades, flagging, temporary construction fencing, escorts, or a combination thereof. Contractor access and haul roads will be verified by the Airport at the time of construction. Only under special circumstances, may the Contractor request special approval from the Airport and RPR to leave equipment outside the staging and storage area. See section **5.1.1 – Contractor Access Areas** for further information.

### 5.3.4 Marking and Lighting of Construction Vehicles

All Contractor and Subcontractor vehicles must be properly marked with the company name at least four (4) inches in height on both sides of the vehicle. All vehicles must have a 3'x3' orange and white checkered flag at the tallest point on the vehicle for daytime construction activities, and a flashing amber or yellow beacon, mounted at the highest point for nighttime construction.

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All vehicle marking and lighting must comply with the most recent version of *AC 150/5210-5D: Painting, Marking, and Lighting of Vehicles Used on an Airport*.

### 5.3.5 Proper Vehicle Operations

For the purposes of this project, the AOA is defined as any area within the secured (fenced) area of CHD except the Contractor's Staging and Storage Area. No vehicle shall operate within the Air Operations Area (AOA):

- In a careless or negligent manner.
- With disregard of the rights and safety of others.
- At a speed or in a way which endangers persons or property.
- While the driver is under the influence of drugs or alcohol.
- If such vehicle is loaded or maintained as to endanger persons or property.

### 5.3.6 Vehicle Driver Training Requirements

All construction personnel that will be driving a vehicle on Airport property will be required to adhere to the requirements as noted above.

### 5.3.7 Two-Way Radio Communications Procedures

If needed, the Contractor shall be responsible for obtaining and maintaining ICOM IC-A24/A6 VHF Air Band Transceiver radios, or approved equal, for his crews for use during construction and will not be permitted to borrow radios from the airport for use during construction. At a minimum, the Contractor shall provide radios for the Project Superintendent, all personnel required to control construction traffic across active runways, taxiways, and parking aprons, and operators on controlled surfaces, (i.e. sweeper operators, escort vehicles, or others who have need to operate/transit outside of the restricted construction areas). All costs associated with acquiring and maintaining the approved radios shall be considered incidental to SP-60.05.1 bid item and no separate payments will be made.

### 5.3.8 Maintenance of Airport Secured Area

The Contractor will be required to maintain situational awareness for the duration of this project, and will be required to report suspicious situations, persons, and/or materials to the nearest Airport employee.

# 6. WILDLIFE MANAGEMENT

Construction Contractors must operate in accordance with the airport operator's wildlife hazard management plan, controlling and removing waste or loose materials that might attract wildlife, see *AC 150/5200-33B: Hazardous Wildlife Attractants On or Near Airports*.

## 6.1 Trash

The Contractor shall perform daily inspections of the work areas (including the Contractor's staging and storage area) to remove any trash, debris, and food scraps and place these items in an appropriate trash receptacle. Trash receptacles, regardless of type and size, must always be covered and secured to eliminate the possibility of contents from escaping.

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## 6.2 Standing Water

The Contractor shall conduct their operations to minimize the potential for standing water. When water begins to stand on site, the Contractor shall begin pumping water to drain the area within 24 hours to prevent the attraction of wildlife.

## 6.3 Tall Grass & Weeds

The Contractor shall mow areas under their responsibility including, but not limited to, project site staging and storage areas and exclusive use haul roads to prevent the growth of vegetation over 6 inches.

## 6.4 Poorly Maintained Fencing and Gates

The Contractor shall close and lock any airfield access gates that are not actively in use. Any fencing installed by the Contractor shall be properly maintained to prevent the intrusion of wildlife and unauthorized people.

## 6.5 Disruption of Existing Wildlife Habitat

The Contractor shall report any significant wildlife sightings within the AOA to the nearest Airport employee.

## 6.6 Airport Wildlife Management Procedures

The Contractor will be required to follow any Airport Wildlife Management Procedures that are in place at the airport; however, at a minimum the Contractor will be required to perform the following:

- Close and lock any airfield access gates that are not in use.
- Report any significant wildlife sightings within the AOA to the Operations Manager.

# 7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

This project will include the movement of construction vehicles adjacent to active airfield pavements, therefore the Contractor will be required to maintain a fully operational sweeper vehicle on-site during the project (non-metallic brush broom sweeper preferred – no metal brushes allowed on the airfield). Furthermore, once any portion of any construction phase is ready to be opened to aircraft traffic, the Contractor, RPR, and Airport personnel shall drive and/or walk the area to determine that all Foreign Object Debris (FOD) that may have been generated is no longer present.

The Contractor will be required to keep water on construction areas to minimize the possibility of FOD generated by wind. The Contractor will be required to conduct FOD checks continuously during each working shift and at the end of each working shift/day to remove any FOD that has made its way onto the airfield pavements from the Contractor's construction activities. Airport Operations and Construction Administration personnel will be present for these FOD checks to ensure compliance.

# 8. HAZARDOUS MATERIAL MANAGEMENT

Any hazardous or regulated waste material produced by the Contractor's operations shall be properly disposed of at the Contractor's expense pursuant to all local, state, and federal regulations. The Contractor may be required to provide test results to confirm that a contaminated area has been properly remediated.

Any hazardous materials situation that poses a threat to safety or property shall be immediately reported to emergency personnel by dialing '911' and to the nearest Airport employee.

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# 9. NOTIFICATIONS OF CONSTRUCTION ACTIVITIES

## 9.1 Maintenance of a List of Responsible Representative/Points of Contact

A full list of Points of Contact and Contact Procedures will be developed prior to the Pre-Construction Meeting for this project. Under normal circumstances, all communications concerning the construction project between airport stakeholders and the Contractor shall be channeled through the RPR who shall be the primary point of contact for all communications concerning the construction project. Matters relating to Airport Operations and Airport Traffic Control will be handled through the Airport and the ATCT, with assistance from the RPR and/or Contractor as needed.

| Information, Compliance, and Assistance<br>Airport Operations | | |
|---|---|---|
| Office | 480-782-3540 | (Mon-Fri, 8:00 am to 5:00 pm) |
| Scott Rinkenberger<br>Airport Operations Administrator | 480-782-3546 | (24 Hours/Day, 7 Days/Week) |

## 9.2 Local ATO/Technical Operations Personnel

The Airport will be responsible for all communications with the local ATO/Technical Operations.

## 9.3 ATCT Managers on Duty

The Airport will acquire a list of the ATCT Managers on duty for the project prior to construction commencing. This list will be available for use by Airport staff by the date of the Pre-Construction Meeting. This will also be a regular item discussed at the weekly construction meetings.

## 9.4 Authorized Representatives to the FAA's Operational Control Center (OCC)

The Airport will develop a list of authorized representatives to the OCC prior to construction commencing. This list will be provided to the OCC by the date of the Pre-Construction Meeting.

## 9.5 Notice to Air Missions (NOTAM)

Construction NOTAM's will be filed by the Airport Manager approximately three (3) days prior to construction beginning in the area which the NOTAM references, or prior to any change in airfield conditions which may affect operations or safety. The Contractor will be required to submit pertinent information to the airport for any construction items that would require the issuance of a NOTAM a minimum of 2-weeks prior to the work being performed.

## 9.6 OCC Notification about Closed and/or Hazardous Conditions on the Airfield

The Airport staff will be responsible for notifying the OCC about closed facilities and/or hazardous conditions at the Airport. The OCC will be notified about closed facilities as soon as practicable following reliable scheduling meetings. Unanticipated hazardous conditions will be immediately relayed to the OCC by Airport staff.

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## 9.7 Emergency Notification Procedures

For any medical and law enforcement emergencies call '911'. Following a call to '911', the Contractor shall then call Chandler Municipal Airport Operations at 480-540-9991.

The Contractor shall submit to the RPR and Airport a list of personnel who can be contacted 24 hours a day, seven (7) days a week and can respond in a reasonable time frame regarding any possible emergency on the work site. The list must include names, job title and phone numbers.

## 9.8 Notification to the FAA and Airport Users

This project is phased in order to maintain an operating airfield; therefore each phase will likely require additional information to be passed on to the Airport Users as the project progresses. NOTAMs and project advisories will be distributed approximately three (3) days prior to a new construction phase which may affect normal operating conditions at the Airport. Anticipated night work by the Contractor will need the Airport approval prior to proceeding with the night work.

## 9.9 Coordination with ARFF for Non-Emergency Issues

This section is not applicable to this project or Chandler Municipal Airport.

## 9.10 FAA Notification Under CFR Parts 77 and 157

All proposed construction activities that affect operations at the Airport will be immediately relayed to all Airport Users and the FAA by way of meetings, advisories, NOTAMs and the filing of Form 7460 as appropriate (minimum of 60 days prior to the proposed construction), all issued by one of the Airport's designated staff or RPR.

## 9.11 FAA Reimbursable Agreements

This project is funded by a federal design grant with a state and local match. This project does not have any FAA reimbursable agreements.

## 9.12 Affected Instrument Approach Procedures

This project is not anticipated to affect any instrument approach procedures.

# 10. INSPECTION REQUIREMENTS

## 10.1 Daily Inspections

Daily inspections of Contractor access areas will be performed to help ensure safety of the airfield. Daily inspections will be conducted by an Airport Operations employee, a Contractor representative, and a Construction Administration field representative.

Should any inspection reveal any FOD concerns, the Contractor shall have a crew ready to remove any FOD prior to reopening the pavements. Should any inspection reveal work that does not meet Contract requirements or that is deficient in any way, the Contractor shall mobilize a crew as soon as possible to remedy the deficient areas to avoid prolonging the continued closure of the area(s).

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## 10.2 Final Inspections

Inspections will be required at the Substantial Completion and Final Completion phase of the project. These inspections will be attended by the Contractor, Airport Manager, Operations Manager, ADOT Aeronautics, the RPR, and Construction Administration representatives. A punch list will be developed at the Substantial Completion inspection, and any items placed on the punch list will be required to be completed within 30 days. Final inspection will be scheduled 30 days after the substantial completion walkthrough.

Should the inspections reveal any FOD concerns, the Contractor shall have a crew ready to remove any FOD prior to reopening the pavements. Should any inspection reveal work that does not meet Contract requirements or that is deficient in any way, the Contractor shall mobilize a crew as soon as possible to remedy the deficient areas to avoid prolonging the continued closure of the area(s).

# 11. UNDERGROUND UTILITIES

Prior to beginning construction on the airfield, the Contractor will be required to Blue Stake and pothole (if necessary) existing utilities in the project areas. Protection of utilities may include, but is not limited to, flagging utilities, marking lines on pavement, placement of barricades along utility lines and at manholes. The *Special Provisions* provide the Contractor with detailed direction for the location of underground utilities.

# 12. PENALTIES

The Contractor will be required to enforce his company's safety policies with the employees working on this project. In addition, the Airport may enforce policies that are in place to protect the safety of the Airport property, its users, and the local Airspace. These policies include, but are not limited to, the following:

- Informal conversations with the subject person or party
- Formal meetings/conversations with the subject person or party and their supervisors/managers
- Formal written notices of non-compliance from the Airport
- Immediate removal from Airport property
- Notification of law enforcement personnel for persons that cause situations posing dangerous threats to property or personal safety.

Reference *Special Provisions* for additional requirements imposed on the Contractor regarding Airport Safety and Security.

# 13. SPECIAL CONDITIONS

Special unforeseen conditions or circumstances may require the activation of special procedures by the Airport. In cases involving aircraft emergencies or distressed aircraft, the Contractor may be required to temporarily halt construction activities and immediately vacate the area in which work is taking place. The Contractor will be required to promote safe and orderly removal of all Contractor personnel and equipment to an area that is no longer in conflict with the emergency at hand. The Contractor will be expected to immediately comply with all RPR directions and may only return to the subject work area when it is safe to do so.

In the event of low-visibility conditions, or other conditions which may signal the need for additional unimpeded space next to runways or taxiways, the Contractor may be required to move to another work area of the project or temporarily stop work. The Contractor will be made aware of the possibility of these situations during the Pre-Construction Conference.

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# 14. RUNWAY & TAXIWAY VISUAL AIDS

Temporary visual aids may be used from time to time as the project progresses to increase safety. Any temporary visual aid will be secured either in-pavement or with heavy items preventing blow-away (against jet-blast, prop wash or an approximate 90 mph wind), while at the same time not obscuring the objects themselves.

All temporary visual aids must have frangible connections. Connections shall be submitted for approval by the RPR.

Any temporary markings that may be required for this project will meet the requirements of FAA Advisory Circular 150/5340-1M, Standards for Airport Markings.

Lighting for all barricades used within the AOA shall be red and shall be a steady-burn or blinking light. All barricading and lighting shall conform to the details in the plans and specifications. Low-profile barricades shall be spaced 10 feet on center and not more than 4 feet apart, and shall be placed to prevent ground vehicle traffic from moving onto active airfield pavements (barring a deliberate act), and alert aircraft traffic of closed facilities. Refer to **Appendix A** – *Project Site, Barricade & Aircraft Detour Plan* for the placement of all barricades and their locations.

Lighting for any closed facilities will be disconnected or covered and secured with a material that prevents light leakage. Disconnected lighting shall be completed so as to not affect the remaining portion of facilities that may be open to aircraft traffic.

Lighting shall conform to AC 150/5340-30J: *Design and Installation Details for Airport Visual Aids*, AC 150/5345-50B: *Specification for Portable Runway and Taxiway Lights*, AC 150/5345-53D: *Airport Lighting Certification Program*, AC 150/5345-44K: *Specification for Runway and Taxiway Signs* and AC 150/5340-18G: *Standards for Airport Sign Systems*.

Airfield signage illuminated to indicate an open facility that is actually closed due to construction shall be covered and secured with a material that prevents light leakage. Signs may be partially covered, as a number of signs have multiple panels. In this case, only the affected panels shall be covered.

# 15. MARKING & SIGNS FOR ACCESS ROUTES

Temporary signing used for Contractor access/haul routes, open trenching or other hazards shall be clear, concise, reflective, and large enough to minimize safety-related issues. All temporary signing shall meet the requirements of the most current version of *AC 150/5340-18* and, to the extent practicable, with the *Manual of Uniform Traffic Control Devices* (MUTCD) and/or State highway specifications. All temporary signs shall also be properly weighted and/or secured to withstand site and elemental conditions.

# 16. HAZARD MARKING & LIGHTING

## 16.1 General

### 16.1.1 Hazard Marking and Lighting

Hazards, such as open trenches, manholes, and steep embankments shall be barricaded and lighted with pennant flagging or orange fabric construction fencing to prohibit accidental falls. The Contractor's site-specific and company safety plan/guidelines shall address the protection of these areas and the protection of the employees against these hazards. The Contractor shall also assign a Project Safety Officer for the project to monitor and enforce the Contractor's safety guidelines and the provisions of this CSPP.

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When areas on the Airport are closed or present hazards due to construction activities, they should be marked and lighted according to *AC 150/5340-1M: Standards for Airport Markings*. Marking and lighting must be approved by Airport Operations and/or the RPR.

### 16.1.2 Less Obvious Construction Related Hazards

Some less obvious construction related hazards include, but are not limited to, the following:

- Loose debris, trash, etc. in the work areas
- Loose debris, trash, etc. on or in the bed of vehicles
- Jet blast/Prop blast
- Aircraft engine run-up noise

The Contractor shall be vigilant in keeping the work areas in a safe and trash-free condition as much as possible so as to prevent debris from making its way onto active airfield pavements. The Contractor shall also exercise due care when working in the vicinity of active aircraft. This can include the use of hearing protection and the securing of clothing and hardhats while working.

## 16.2 Equipment

Construction areas will be barricaded with low-profile barricades on aircraft movement areas. All barricades must have flashing red or steady burn lights.

Barricades, temporary markers approved by the Airport, and any other warning equipment placed or left in areas adjacent to any open aircraft movement area, (i.e. runway, taxiway, taxilane, etc.), shall be as low to the ground as possible, and not more than 18 inches in height, (unless otherwise noted on the phasing plans). All barricades and temporary markers shall also be properly secured to withstand the site and elemental conditions. All barricading requirements regarding type, spacing, etc. were provided in the plans and are further identified in the Contract Documents, specifically the Special Provisions Section 60. Low-profile barricades shall be used and shall be reflective, have an omni-directional steady-burning or flashing red LED light, and shall be properly secured (screwed-in). Clamps or straps will not be allowed.

Temporarily closed taxiways will be denoted with barricades as outlined in this report and identified on the project plans. If determined necessary by the Airport, partially closed taxiways shall have the appropriate markings obliterated (with either sand-blasting or water-blasting) that would indicate a fully-operational facility.

Red lights on low-profile barricades shall be of the omni-directional, flashing or steady-burn type. The rate of flash and illumination, as well as barricade reflectivity, shall meet the requirements of the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Additional lighting shall be provided if determined necessary by Airport Operations.

Signage shall be installed when determined necessary by Airport Operations, i.e. “No Entry”.

The Contractor shall designate an employee (or Subcontractor) to be responsible for the regular maintenance of barricades and lighting. In addition, the Contractor shall provide an emergency contact number for the responsible individual to perform any emergency maintenance on any barricades or lighting and ensure functional operation of all hazard lighting and barricades 24 hours per day, 7 days per week. The designated person or Subcontractor shall be able to respond to the Airport within one (1) hour of notification of a non-functioning barricade.

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Barricading and lighting equipment shall be secured to prevent blow-down. This may include the use of water-filled items, sandbags, and/or flat heavy footings. Temporary lighting may be secured to the pavement with nails or screws.

# 17. PROTECTION OF RSA'S, TSA'S, OFA'S, OFZ'S, AND APPROACH/ DEPARTURE SURFACES

## 17.1 Construction within Runway Safety Areas

Any construction within the safety area of a runway will require the closure of said runway. Closure of any runway requires two (2) lighted X's which shall be provided by and maintained by the Contractor during such closures. In the event that more than two (2) lighted X's are required, the Contractor will need to provide and maintain all necessary sets of lighted X's during such closures. There are measures that include strict coordination with the Airport, ATCT and the RPR. Contractor requests to perform work within a Runway Safety Area will require at least a 48-hour notice to the Airport. The Airport will be responsible for the issuance of all NOTAMs.

## 17.2 Jet Blast Protection

Contractor's company safety plan/guidelines shall include a provision for jet blast protection. At a minimum, it should address requirements for the securing of clothing and hardhats, as well as any requirements for hearing protection.

## 17.3 Erosion Control

The Contractor will be required to maintain graded infields while work is being performed. No work is anticipated within the infields. The Contractor will be required to leave the area in accordance with the specification standards, or as identified in the plans.

## 17.4 Runway Object Free Area

There are measures that include strict coordination with the Airport, ATCT and the RPR. Contractor requests to perform work within an OFA will require at least a 48-hour notice to the Airport.

## 17.5 Runway Approach and Departure Surfaces

Any construction of this project that impacts a Runway Approach or Departure Surface or Clearway will require the closure of said runway. The Airport will be responsible to issue any NOTAMs.

# 18. OTHER LIMITATIONS ON CONSTRUCTION

Specific limitations on construction are included but not limited to the following:

## 18.1 Prohibitions

### 18.1.1 Use of Flare Pots

The use of flare pots is not permitted within the AOA at any time.

### 18.1.2 Use of Electrical Blasting Caps

The use of electrical blasting caps is not permitted on the Airport property.

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## 18.2 Restrictions

### 18.2.1 Open Flame Welding and Torches

Open flame welding and the use of torches shall be approved by the Airport prior to the project commencing. Open flame welding and the use of torches may require a "Hot-Work Permit" by a governing agency (the City of Chandler). If this type of work is required on this project, the Contractor shall notify the Airport Operations Superintendent.

### 18.2.2 Airfield Lighting Vault Lock-Out/Tag-Out Policy

The purpose of this procedure is to standardize the lock-out/tag-out procedures between Electrical Contractors, Airport Electricians, Operations, and the Air Traffic Control Tower:

- The Airport electricians responding to a lock-out/tag-out request will coordinate with the ATCT through Operations.
- After Operations notifies electricians of closures, the Airport electricians will turn off the closed runways/taxiways using the airfield computer system.
- The Contractor will supply an approved breaker-locking device and lock, then lock off the individual breakers for the circuits to be locked out. These items will remain in the vault in a lock box provided by Airport.
- The load break elbows and/or S-1 switches will be pulled, locked on the corresponding regulator by the Electrical Contractor, and the S-1 cabinet will be locked by the Contractor.
- The Electrical Contractor and the Airport electricians must fill out lock-out/tag-out forms before leaving the Vault.
- Upon completion of the lock-out, the Contractor will remove all locks and install the load breaks and/or S-1 switches. All circuits must be verified operational in the manual mode on the regulator. Operations will perform a complete check of the lights in the field to verify actual operation.
- When that has been completed, the Airport electricians will notify the Airport Operations when lock-in is complete and regulators are in active control; Operations will notify the ATCT that they have control of the airfield lighting.
- Complete lock-out/lock-in forms.

This procedural checklist must be followed to the letter.

### 18.2.3 Contractor Employee Safety

The Contractor and its employees shall employ safe practices per the Contractor's safety procedures and industry safety standards. The Contractor's safety procedures will ultimately dictate the use of protective clothing and equipment for its employees, but at a minimum, the Contractor's employees must be equipped with a Type 2 safety vest and hard hat, and every employee that enters the site must be wearing said vest and hard hat. The vest and hard hat must be worn the entire time that the employee is within the AOA.

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# Appendix A Project Site, Barricade & Aircraft Detour Plan

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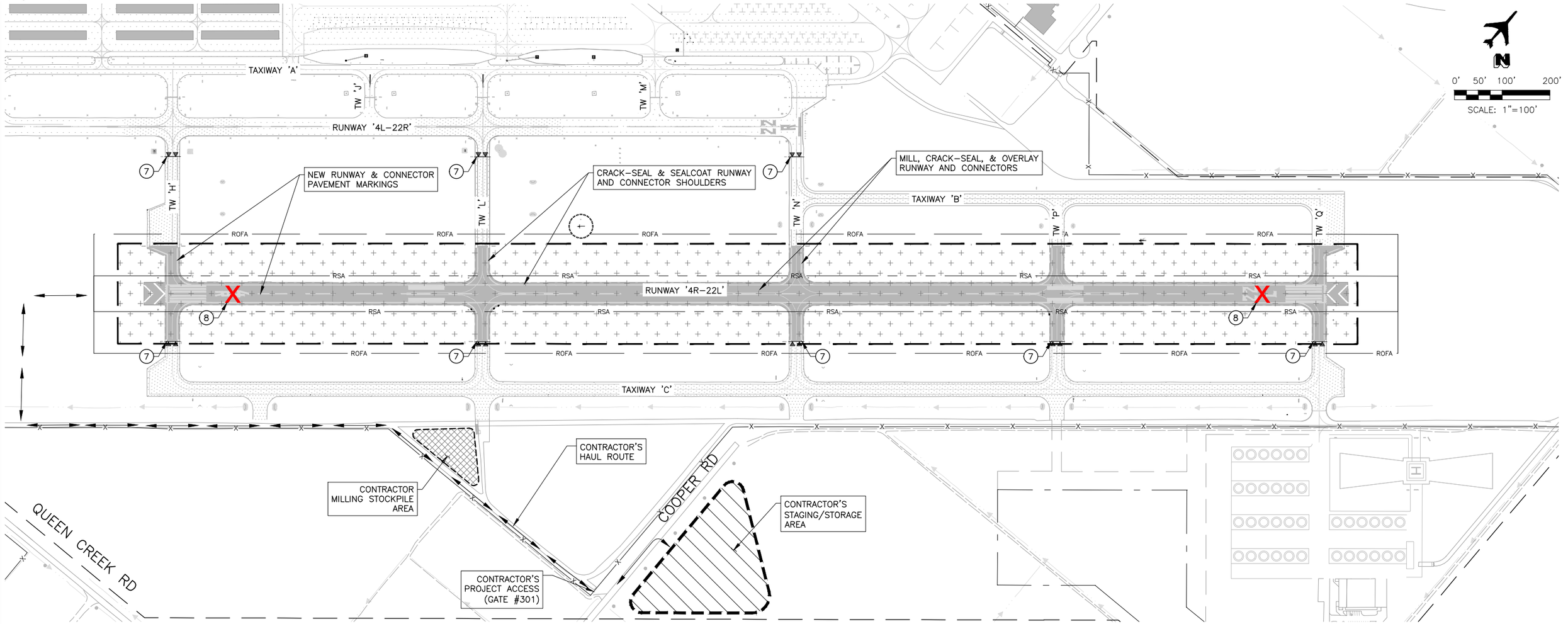


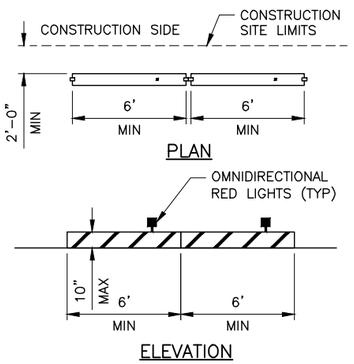


NOTES:

1. LOW PROFILE BARRICADES AND LIGHTS SHALL BE PROVIDED AND MAINTAINED (DAY AND NIGHT) BY THE CONTRACTOR (NPI).
2. THE OWNER MAY DIRECT THE CONTRACTOR TO RELOCATE ANY BARRICADES AT THEIR DISCRETION.

(1) LOW PROFILE BARRICADES
NO SCALE

## PHASING SUMMARY

| | PHASE DURATION |
|---|---|
| **PHASE 1**<br>RW '4R–22L' REHABILITATION.<br>ASPHALT MILLING, CRACK REPAIR, ASPHALT SURFACE COURSE PAVING, TEMPORARY PAVEMENT MARKINGS. | 30 CALENDAR DAYS |
| **SUBSTANTIAL COMPLETION** | 30 CALENDAR DAYS |
| **ASPHALT CURE PERIOD**<br>(STOP WORK FOR 30 DAYS) | 30 CALENDAR DAYS<br>AFTER TEMPORARY MARKINGS |
| **PHASE 2**<br>PERMANENT PAVEMENT MARKINGS | 3 CALENDAR DAYS |
| **FINAL COMPLETION – PROJECT TOTAL** | 7 CALENDAR DAYS |
| **TOTAL PROJECT COMPLETION** | 40 CALENDAR DAYS |

## PHASING NOTES

1. ALL DURATIONS ARE CALENDAR DAYS.
2. THIS PROJECT SHALL BE DAYTIME WORK ONLY. RUNWAY '4R–22L' AND ADJACENT CONNECTORS SHALL BE CLOSED FOR THE DURATION OF PHASE 1 AND 2. TYPICAL CONSTRUCTION HOURS ARE BETWEEN 6:00 AM TO 5:00 PM.
3. BARRICADE PLACEMENT MAY BE ADJUSTED AT THE DISCRETION OF THE CITY AND/OR AIRPORT STAFF TO ACCOMMODATE SPECIFIC AIRCRAFT MOVEMENT NEEDS.
4. CONTRACTOR SHALL HOLD SAFETY BRIEFINGS WITH AIRPORT STAFF PRIOR TO THE START OF PHASE 1.
5. TAXIWAY 'C' TO REMAIN OPEN FOR HELICOPTERS.
6. CONTRACTOR SHALL COORDINATE WITH AIRPORT FOR RUNWAY LIGHTING & SIGNAGE CIRCUIT LOCKOUT/TAGOUT PROCEDURE.

## CONSTRUCTION NOTES

| | | |
|---|---|---|
| (7) | LOW PROFILE BARRICADES W/ OMNI–DIRECTIONAL LIGHTS DET.1, THIS SHEET | NPI |
| (8) | LIGHTED X. FURNISHED & MAINTAINED BY CONTRACTOR | NPI |

## LEGEND

- PHASE 1 & 2 LIMITS
- CONTRACTOR'S STAGING/STORAGE AREA
- CONTRACTOR MILLING STOCKPILE AREA
- LOW–PROFILE BARRICADES
- CONTRACTOR'S HAUL ROUTE
- X — LIGHTED 'X'

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (1-800-782-5348) In Maricopa County (602) 263-1100

| REV. NO. | DATE | DRWN | CHKD | REMARKS |
|---|---|---|---|---|

DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: DHD
CROSS CHK'D BY: VG
APPROVED BY: DHD
DATE: 08/26/2024

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT

RUNWAY '4R-22L' REHABILITATION

# PROJECT SITE, BARRICADE & AIRCRAFT DETOUR PLAN

PROJECT NO. 1021015.09
FILE NAME: 21015_09-G50.DWG

APPENDIX A

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# Appendix B Airport Site Plan

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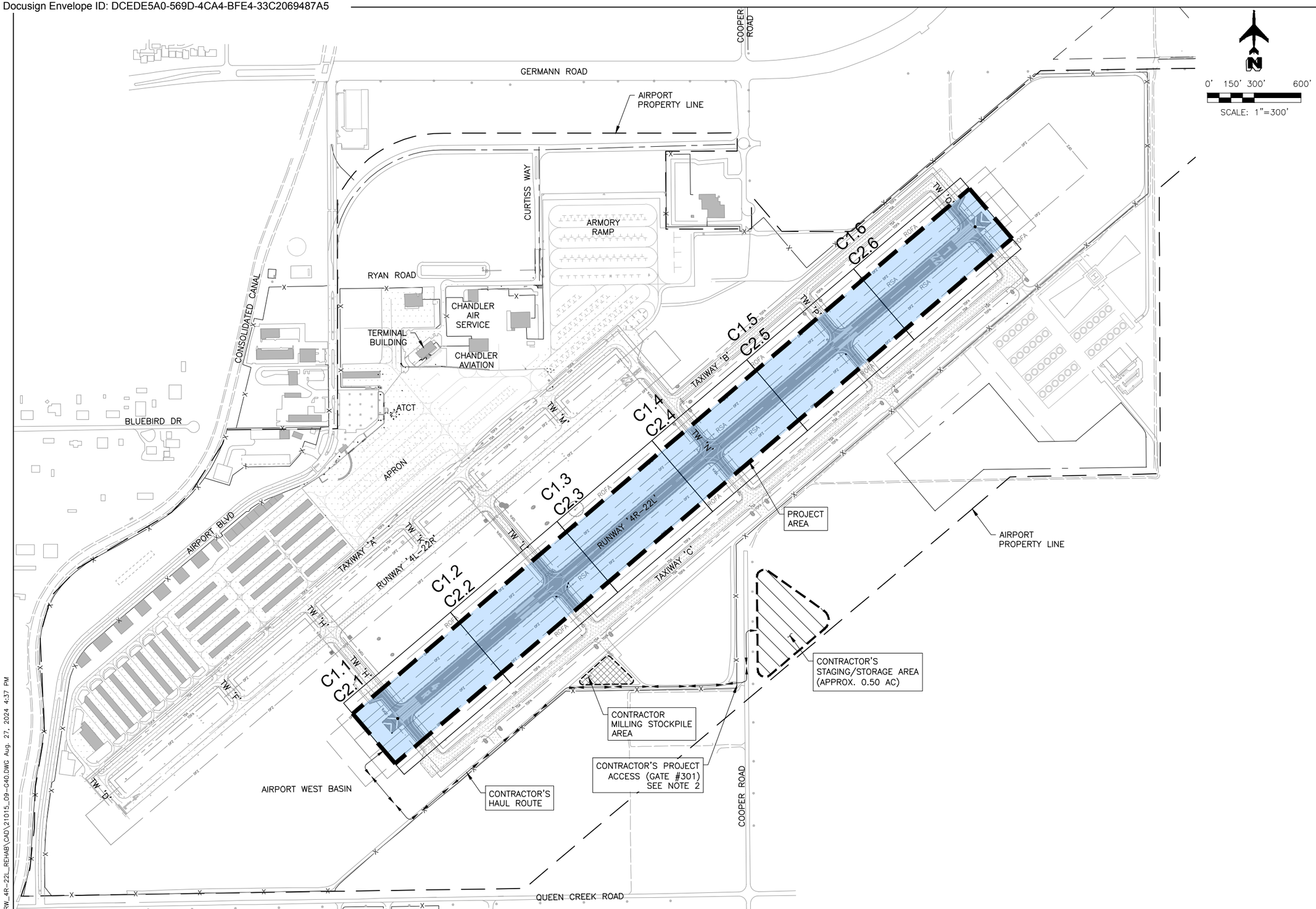


## CONTRACTOR ACCESS & STAGING NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THEIR OWN EQUIPMENT. CONTRACTOR MAY INSTALL TEMPORARY FENCING AROUND THEIR STAGING AREA AT THEIR OWN EXPENSE, (NPI).
2. CONTRACTOR SHALL PROTECT ALL HAUL ROAD ACCESS POINTS TO THE AIRFIELD FROM UNAUTHORIZED ENTRY. CONTRACTOR SHALL KEEP ACCESS GATES CLOSED AND LOCKED OR POST GATE GUARD(S) AT GATES DURING CONTRACTOR'S WORKING HOURS, (NPI).
3. CONTRACTOR SHALL REPAIR ANY HAUL ROADS USED AND ANY OTHER AREAS DISTURBED BY THE CONTRACTOR THAT ARE OUTSIDE OF THE PROJECT LIMITS TO PRE-CONTRACT CONDITIONS. REPAIRS SHALL BE MADE TO THE SATISFACTION OF THE OWNER/AIRPORT AND/OR ENGINEER, AND SHALL BE AT THE CONTRACTOR'S SOLE EXPENSE, (NPI). THE CONTRACTOR SHALL PERFORM A PRE-CONSTRUCTION VISUAL SURVEY OF THE HAUL ROUTE IN CONCERT WITH THE ENGINEER, AIRPORT STAFF AND CITY STAFF.
4. CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING AND HAULING WATER TO THE WORK AREA, (NPI).
5. CONTRACTOR SHALL NOT STRAY FROM HAUL ROUTE ON EXISTING MILLINGS ROAD IN THE VICINITY OF SECURE GATE AND THE CONTRACTOR MILLING STOCKPILE AREA.

## LEGEND

- CONTRACTOR'S STAGING/STORAGE AREA
- APPROXIMATE WORK LIMITS
- CONTRACTOR MILLING STOCKPILE AREA
- CONTRACTOR HAUL ROUTE
- FOUND MONUMENT AS NOTED ON SURVEY CONTROL PLAN – G3.0

| REV. NO. | DATE | DRWN | CHKD | REMARKS |
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DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: DHD
CROSS CHK'D BY: VG
APPROVED BY: DHD
DATE: 08/26/2024

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT

RUNWAY '4R-22L' REHABILITATION

AIRPORT SITE PLAN

PROJECT NO. 1021015.09
FILE NAME: 21015_09-G40.DWG

APPENDIX B

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# Appendix C Inspection Checklist

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

| Item | Action Required (Describe) | No Action Required (Check) |
|---|---|---|
| Excavation adjacent to runways, taxiways, and aprons improperly backfilled. | | |
| Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking. | | |
| Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ. | | |
| Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown. | | |
| Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and approach zones. | | |
| Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area. | | |
| Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage. | | |
| Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards. | | |

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

| Item | Action Required (Describe) | No Action Required (Check) |
|---|---|---|
| Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards. | | |
| Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports. | | |
| Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards. | | |
| Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions. | | |
| Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications. | | |
| Lack of radio communications with construction vehicles in airport movement areas. | | |
| Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations. | | |
| Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction. | | |
| Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways. | | |
| Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system). | | |

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| Item | Action Required (Describe) | No Action Required (Check) |
|---|---|---|
| Failure to provide for proper electrical lockout and tagout procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits. | | |
| Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf. | | |
| Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring and place it in conduit or bury it. | | |
| Site burning, which can cause possible obscuration. | | |
| Construction work taking place outside of designated work areas and out of phase | | |

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# EXHIBIT B

# GENERAL CONDITIONS

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

CHANDLER arizona
Community of Innovation

# GENERAL CONDITIONS

Approved date: July 20, 2022

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

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## SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction Agreements entered into by the City of Chandler, unless otherwise specifically excluded in the executed Agreement.

## SECTION 2 - GENERAL DEFINITIONS

Allowance: A specific amount for a specific item of Work, if any, that City agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the City) at the time the Agreement Price is agreed to for Contractor to provide a definitive price.

Alternate Systems Evaluations or Alternative Analysis: Alternatives for design, means and methods or other scope considerations that are evaluated using value analysis principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order: A written instrument issued after execution of the Agreement Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Agreement Price, the extent of the adjustment to the Agreement Time, or modifications of other agreement terms. The Agreement Price and the Agreement Time may be changed only by Change Order.

Consultant: Person or firm that provides professional services.

City (Owner or OWNER): City of Chandler, a municipal corporation, with whom Contractor has entered into the Agreement and for whom the Work or Services are to be provided pursuant to the Agreement(s).

Contingent Bid Items: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the Engineer determines that this work is required, the Contractor will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the Engineer may vary materially from this.

Agreement: The written agreement executed between City and Contractor, including all of the Agreement Documents.

Agreement Documents: The documents which together form the Agreement between City and Contractor, as identified in Article 2 of the Agreement, or are otherwise incorporated into the Agreement, including the Agreement, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and City's amendments thereto, and any other documents so designated in the Agreement.

Agreement Price: The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Work or Services under the terms of the Agreement.

Agreement Time(s): The number of calendar days or the dates related to the applicable phase, Substantial Completion, or Final Acceptance as stated in Agreement Documents. Agreement Time starts

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with the Notice to Proceed (NTP) and ends with Final Acceptance. The Agreement Time is set forth in the Agreement and is based upon the Project Schedule agreed to by City in writing.

Contractor: The person or business association with whom City has entered into an agreement for construction related Work or Services in relation to the Project at issue.

Contractor Payment Request: The form that is accepted by City and used by Contractor in requesting progress payments or final payment and which must include such supporting documentation as is required by the Agreement Documents or City.

Construction Budget: The City's budget for construction of the Project.

Construction Documents: The Plans, Specifications, and Drawings prepared and issued by the Design Professional and approved by City for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting and incorporated into the Agreement by this reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Agreement.

Cost of the Work: The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs will be at rates not higher than the standard paid at the place of the Project except with prior consent of City.

Critical Path Method (CPM): A scheduling technique which identifies the logical sequence of the activities occurring in a Construction Project, the anticipated time required to complete each activity in the Project, and the activities that must be completed on schedule to finish the Project within the anticipated time. Typically, activities are arranged in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

Critical Path: Critical Path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project must not be changed without prior written approval of City.

Day: Calendar day(s) unless otherwise specifically stated in the Agreement Documents.

Design Professional: The qualified, licensed person, firm or corporation who furnishes design and construction administration services required under the Agreement Documents. These services may include, but are not limited to: development of Construction Drawings and Documents, review of Contractor Submittal(s), review of and response to Requests for Information, approval and certification of progress payment applications, construction administration, and construction agreement close out.

Differing Site Conditions: Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Agreement Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the Site. Caliche, rock, hard-digging or sandy/silty soil encountered on a project is not considered a "Differing Site Condition."

Drawings (Plans): Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by Contractor during the construction phase and which have been prepared

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or approved by the Design Professional and City. These documents include Drawings that have reached a sufficient state of completion and released by Design Professional solely for the purposes of review and use in performing constructability or bid-ability reviews by Contractor and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but *"not for construction*." Shop Drawings are not Drawings as so defined.

Final Acceptance: The City's acceptance of the facility or project from the Contractor after all Work is completed, tested, and inspected in accordance with the Agreement requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fixed Price: A fixed price or amount for an Agreement Price, Scope of Work, materials, or other item under an Agreement, Change Order, or other agreement, which City agrees, in writing, to pay instead of the actual cost.

Float: The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Agreement Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

Laws, Regulations, or Legal Requirements: Any and all applicable laws, rules, regulations, ordinances, codes and orders applicable to the Project of any and all governmental bodies, agencies, authorities and courts having jurisdiction and any applicable provisions of the Development Agreement for the Project (if any), including, without limitation, those provisions relating to the design and construction of the Project.

Line Item: The individual elements of Work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of the Work. Also refers to individual items of work within the Schedule of Values.

Liquidated Damages: Designated damages for the City to collect as compensation upon a specific breach (example: late delivery).

Long-Lead Item: Long-lead item refers to the equipment, product, or system that is identified at the earliest stage of a project to have a delivery time long enough to affect directly the Critical Path/the overall lead time of the project.

MAG: The Maricopa Association of Governments.

MAG Specifications: The most current version of the Uniform Standard Specifications for Public Works Construction published by MAG.

MAG Standard Details: The most current version of the Uniform Standard Details as published by MAG.

Minor change: A change in the Work having no impact on cost or time or the City-approved design intent, as determined by City.

Notice to Proceed (NTP): A written notice given by City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Agreement.

Project: The Project specified in the Agreement (including a Job Order).

Project Manager: The Project Manager designated in Article 1 of the Agreement, or any successor thereto

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designated by City. The Project Manager has the authority to act on behalf of City, as delineated and limited by the Agreement Documents and applicable law. And City will communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

Project Schedule: The schedule for the completion of the Project agreed to and required by City.

Project Specific Conditions: Additional conditions which apply to the specific Project and Scope of Work which are set forth in Exhibit D of the Agreement.

Project Team: The Project Team consisting of the Design Professional, Contractor, Project Manager, and such others as City may designate.

Punch List: The list initially prepared by Contractor pursuant to the Agreement Documents, reviewed and supplemented by the Project Manager (and at the sole option of the Project Manager, the Design Professional) and approved by City containing items of incomplete work not impacting Substantial Completion, if allowed for under the Agreement, and to be completed or corrected by Contractor after Substantial Completion and before Final Acceptance in accordance with the Agreement Documents.

Quality Assurance (QA) Testing: Testing performed to verify the accuracy and applicability of the QC testing results and to ascertain that the materials installed meet the specified levels of quality in accordance with the Agreement Documents.

Quality Control (QC) Testing: Testing performed to assure that the materials installed comply with the requirements in the Agreement Documents.

Requests for Information (RFIs): Formal written request from Contractor to City or Design Professional for the Project seeking clarification or additional information needed for Contractor to properly complete the Work or Services under the Agreement. City may require RFI's to be submitted on a specific form or in a specified format.

Schedule of Values (SOV): The specified document prepared by Contractor, and approved and accepted by City, which divides the Agreement Price into pay items, such that the sum of all pay items equals the Agreement Price for the construction phase Work, or for any portion of the Work having a separate specified Agreement Price.

Scope of Work: The scope of work agreed to or required by City and incorporated into the Agreement as Exhibit A.

Shop Drawings: All drawings, diagrams, schedules and other data specifically prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site: The land or premises on which the Project is located.

Specifications: The part(s) of the Agreement Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Where specified, the Project must be constructed using the current Uniform Standard Specifications and Details for Public Works

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Construction as furnished by the Maricopa Association of Governments, as amended by City.

Subconsultant: A person, firm or corporation having an Agreement with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor: An individual or firm having a direct Agreement with Contractor or any other individual or firm having an Agreement with the aforesaid contractors at any tier, who undertakes to perform a part of pre-construction services or construction phase Work at the Site for which Contractor is responsible. Subcontractors must be selected through the Subcontractor selection process described in the Agreement Documents, if any.

Substantial Completion: The date when the City determines that the Work (or separable units of Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents such that the Project is ready for use by the City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other work as applicable, has been performed to a similar state of essential and satisfactory completion.

Supplier: A manufacturer, fabricator, distributor, or vendor having a direct Agreement with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Contractor or any Subcontractor.

Total Float: Number of Days by which pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Agreement Time or schedule milestone in the Project Schedule.

Work: The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Agreement Documents for the construction phase.

Writing: Typing, printing, photography and other modes of representing or reproducing words in a visible form, including email, and expressions.

## SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

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

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3.2 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded from their website at: http://www.azmag.gov/Newsroom/Publications

3.3 The MAG Specifications and Standard Details and City's amendments thereto are incorporated into the Agreement by this reference.

## SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 **GENERAL**

4.1.1 Contractor must construct the Work in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of City, exercising the degree of professional care, skill, diligence, quality and judgment that a professional construction manager engaged, experienced and specializing in the construction management of construction and facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to Chandler, Arizona would exercise at such time, under similar conditions. Contractor must, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 If Contractor observes errors, discrepancies or omissions in the Agreement Documents, Contractor must promptly notify the Design Professional and City and request clarification. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission, or difference and fails to report it to City, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, Contractor does so at its own risk and will be liable to City for damages resulting from proceeding without clarification.

4.1.3 Project Team and agents of each of them, testing agencies and governmental agencies with jurisdictional interests will be provided access to the Work at reasonable times for their observation, inspection, and testing. Contractor must provide proper and safe conditions for such access.

4.1.4 Contractor must comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.5 Contractor must ensure that all employees performing any Work for which Contractor is responsible have a legal right to live and work in the United States. In addition, all compensation of any such employee must meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage laws.

4.1.6 Contractor must comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA activities. Contractor agrees to comply with the IRCA while performing their work and to permit City inspection of Contractor personnel records to verify such compliance.

4.1.7 Pursuant to MAG Specifications §§ 107.4, Contractor must report immediately any discovery of archeological ruins or artifacts. Excavation must stop immediately so that City can decide on the pertinent steps to follow such discovery.

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4.1.8 All property owners that may be affected by the proposed construction activities must be notified of the scope, duration of the construction activities and possible interference with their day-to-day activities by Contractor prior to start of construction. In addition, individual residential or commercial interferences, such as driveway restrictions, water outages, and all other Work adjacent to residence/business, require 48-hour notification in advance of specific adjoining Work. Notification may be through door hangers or other procedures approved by the City.

4.1.9 Access must be maintained to adjacent properties at all times during construction. Where property has more than one point of access, no more than one access will be restricted or closed at any one time. Access to adjacent private driveways will be maintained during all non-working hours.

4.1.10 Contractor must furnish and erect construction signs in accordance with Project Specifications. The signs must be professionally prepared and subject to approval by City, must be maintained by Contractor for the duration of the project, and must be removed by Contractor during the final project clean up.

4.1.11 The number of signs required, the size, shape, installation requirements and information to be included for construction signs is established on the detail sheet, provided, however, signs must be a minimum of 4 foot by 8 foot and must be installed so that the bottom of the sign is at least 4 foot above grade. No direct payment will be made for furnishing and erecting construction signs. The cost thereof must be included in other items for which direct payment is made. Sign locations will be determined by City.

4.1.12 All required construction signs must be installed by Contractor within 7 Days of Notice to Proceed.

4.1.13 The Work to be accomplished under these Agreement Documents has been designed for City by a Design Professional retained by City for this purpose. It is understood that normal construction Administration for the purpose of interpretation of the Agreement Documents is provided by City. Should any services of the Design Professional be required to assist in the corrections of errors or omissions by Contractor, or services of the Design Professional be required because of changes in structure or equipment where Contractor has requested approval of substitute methods or material, or any other items detailed herein below, those services will be provided by the Design Professional at the standard hourly rates previously negotiated with City and must be paid for by the Contractor.

4.1.14 Contractor must reimburse City for costs incurred by the Design Professional for additional services to the Project through no fault of City or the Design Professional including, but not limited to, the following conditions:

a. Additional Site visits, investigations, inspections, design work or reports by the Design Professional which are required due to damages to existing facilities or completed Work caused by the Contractor in his performance, Contractor's negligence, or Contractor's Work which is rejected as defective or as failing to conform to the Agreement Documents;

b. Design Professional construction phase services rendered on the project during the time the project remains incomplete after the Agreement date of final completion will be charged to Contractor at a rate previously negotiated City; and

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c. All retesting required due to the failure of Contractor's Work to meet the requirements of the Agreement Documents will be at Contractor's expense. All standby and travel time by the City's testing lab, the Design Professional or City due to Contractor's inability to be prepared for testing at the agreed upon time will be at the Contractor's expense.

4.1.15 City may withhold from any payment otherwise due to Contractor any amounts necessary to pay the Design Professional for such additional services as provided herein above.

4.1.16 Contractor will not be required to bear additional costs incurred by City due to errors by the Design Professional.

4.2 **CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 Prior to award of the Agreement, Contractor must execute Agreement and deliver to City. Failure to do so may delay Agreement award. Contractor must also provide to City its Contractor's License classification and number and its Federal Tax I.D. number.

4.2.2 Before beginning any Work under the Agreement, Agreement must be fully executed by City.

4.2.3 After Agreement award, City will issue to Contractor an award letter. At that time Contractor must deliver to City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by City) required under Section 11 of these General Conditions, and as the Agreement requires.

4.2.4 As evidence of Workmen's Compensation Insurance, Contractor must, upon request, provide a letter of certification from the Industrial Commission of Arizona that Contractor is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

4.2.5 Within 10 Days of the date of the executed Agreement letter issued by City, Contractor must submit to City for review and acceptance the following items:

4.2.5.1 Comprehensive construction Project Schedule including a Critical Path Method (CPM) diagram schedule as described in Section 6.2. Project Schedule must be in Microsoft Project standard file format. Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review.

4.2.5.2 Preliminary schedule of submittals and Shop Drawings. Within 10 Days of receipt of City's comments, Contractor must submit the corrected and completed schedule of Shop Drawings submissions for approval. Contractor's schedule of Shop Drawings and sample submittals will be acceptable to City if it provides a workable arrangement for reviewing and processing the required submittals.

4.2.5.3 Schedule of Values in a form specified by City reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values must not be greater than the Agreement Price. The Schedule of Values will be reviewed at the Pre-Construction Conference and revised by Contractor within 10 Days after Pre-Construction Conference in response to comments and questions from

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City. Once accepted by City in writing, the Schedule of Values for the Project must not be changed without the prior written approval of City.

4.2.6 Video Recording Requirement. Prior to performing any Work, Contractor must document the existing conditions of the Site, all other areas where Work will occur and all adjacent areas that may be impacted by the Work via digital video format. Contractor must video record and index all areas, features, buildings and other public and private improvements that could potentially be impacted by the Work. Video recording must be coordinated with City. When video recording private property, Contractor must also coordinate the video recording with the private property owner, if possible. Contractor must provide City with a copy of said digital video format prior to performing any Work.

4.2.7 Aerial Drone Construction Photography.

4.2.7.1 If Agreement duration is greater than 90 calendar days, Contractor must engage a professional unmanned aerial vehicle (UAV) aerial pilot to photograph the Site prior to construction mobilization, at three-month intervals during construction, and following final inspection. Drone camera specifications must meet the following minimum requirements:

a. 1-inch CMOS
b. Pixels: 20M
c. FOV 84 8.8 mm/24 mm (35 mm format equivalent) f/2.8-f/11 auto focus at 1 m-
d. For photographing: 16.9 Aspect Ratio: 5472x3078
e. For video shooting: MP4/MOV/H.264
f. FHD: 1920x1080 120p @100Mbps
g. File format: High Definition (HD) JPEG for digital photos and HD MPEG 4 for digital video.
h. All metadata to be recorded including GPS data and preserved with photographs provided.

| **Interval** | **JPEG** |
|---|---|
| 3 month intervals | At an altitude (AGL) between 70-90 ft. |
| 3 month intervals | Images to be taken every 50-100 ft. to be determined based on project scope. |

4.2.7.2 Drone photos to be taken in sequential geographical order and then organized and provided in the same manner unless otherwise specified.

4.2.7.3 Photos to be provided digitally via an online file share service and/or by a USB drive to contractor.

4.2.7.4 Drone pilots to obey ALL local (city, county, state) UAV regulations as well as FAA UAV guidelines including, but not limited to, conducting all flights during daylight hours, not exceeding maximum altitude ceilings (depending on area), not flying over people, yielding to other aircraft.

4.2.7.5 Drone pilots must fly drone within visual line of sight (VSOL) and have visual spotter when needed. Drone pilots only to operate in favorable weather conditions when minimum visibility is 3 miles or greater.

4.2.7.6 Drone pilots to conduct a preflight checklist and visually inspect the entire flight path prior to flying to ensure a safe flight.

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4.2.7.7 Airspace Authorizations. Operations in Class G airspace are allowed without air traffic control (ATC) permission. Operations in Class B, C, D and E airspace need ATC authorization. Drone pilots to schedule each flight in advance and based on airspace if required will notify nearby airports/control towers, etc.

4.2.8 Government Approvals and Permits.

4.2.8.1 Contractor must obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the Plans and in the Specifications. City permit fees will be paid internally by City. For bidding purposes, an allowance for all permit fees is included in the bid schedule under the item "allowance for permit fees." The Contractor will be paid for the actual cost of the permit fees upon submitting a receipt showing the fee Contractor has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shutdowns or outages, cost for pole bracing, cost of permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

4.2.8.2 Copies of all permits and the associated notices must be provided to City prior to starting the permitted activity.

## 4.3 PRE-CONSTRUCTION CONFERENCE

4.3.1 Prior to the commencement of any Work, City will schedule a Pre-Construction Conference.

4.3.2 The purpose of this Conference is to establish a working relationship between Contractor, the utility firms, and various City agencies. The agenda will include critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

4.3.3 Minimum attendance by Contractor at any mandatory meeting with City must be (1) Contractor's Representative, who is authorized to execute and sign documents on behalf of the firm, (2) Contractor's on-site Superintendent, and (3) Contractor's Safety Office, or other employee responsible for safety.

## 4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

4.4.1 Unless otherwise provided in the Agreement Documents to be the responsibility of City or a separate Contractor, Contractor must provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Agreement Documents.

4.4.2 Contractor must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Agreement Documents. Contractor must at all times exercise complete and exclusive control over the means, methods, safety, sequences and techniques of construction.

4.4.3 Contractor's Superintendent must be present at the Site at all times that material Work

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under this Agreement is taking place. Contractor's Superintendent or designee must be present at the Site at all times any other Work under this Agreement is taking place. Superintendent must not be replaced without written notice to City. Whenever the Superintendent is not present at a particular part of the Work where the City or Design Professional may desire to inform the Contractor relative to interpretation of the Drawings and Specifications or to disapproval or rejection of materials or Work performed, the City or Design Professional may provide such information in writing to the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given will be as binding as if given to the Superintendent.

4.4.4 All elements of the Work must be under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.

4.4.5 Working Hours. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated, all Work at the Site must be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without City's written consent given after prior written notice to City. If it will become absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the City must be informed at least 24 hours in advance of the beginning of performance of such Work. Only such Work will be done at night as can be done satisfactorily as determined by the City. Good lighting and all other necessary facilities for carrying out and inspecting the Work must be provided and maintained at all points where such Work is being done. Further, unless such non-normal work hours are performed at City's request or required by the Agreement Documents, Contractor must pay to City all additional costs incurred by City by reason of such non-normal working hours. Expenses incurred by City for overtime compensation must be reimbursed by Contractor as follows: (i) City staff at the rate set forth in current City Fee Schedule as published on City website, (ii) Design Professional and staff at the standard hourly rates previously negotiated with City, and (iii) all others at actual cost plus ten percent administrative overhead. Such costs may be deducted by City from any payments due to Contractor. Provided, however, if overtime work or work during other than normal hours is at the request of City and not due to Contractor delay, City will pay the cost of City overtime expenses.

4.4.6 Where the Agreement Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer. All materials and equipment must be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Agreement Documents; but no provisions of any such instructions will be effective to impose on City of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other Agreement Documents, and Specifications relative to that portion of the Work, as well as the information furnished by City, must take field measurements of any existing conditions related to that portion of the Work and must observe any conditions at the Site affecting it. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the Work installed by other contractors, is not guaranteed by City.

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4.4.8 Before ordering materials or doing Work, Contractor and each Subcontractor must verify measurements at the Site and will be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Agreement Documents, including the Drawings.

4.4.9 Ground Level Construction Photography.

4.4.9.1 The Contractor must furnish progress photographs of the project. The photographer selected by the Contractor must be approved by the City and must be either a commercial photographer or an individual experienced and equipped for such photography.

4.4.9.2 The Contractor must deliver to City all photographs taken during that period with each application for payment. If the current photographs do not accompany the application, the application will not be reviewed and will be returned to the Contractor as incomplete.

4.4.9.3 Photographs must be identified by use of typewritten labels affixed to the back of the photograph. The label must provide a description of the view, the direction from which the photograph was taken, the name of the project, City's project number, the name of Contractor and the date of the photography. The stationing must also be included for all pipeline installations.

4.4.9.4 Photographs must be taken during the construction period and must be of aesthetic composition and depict the progress of the Work from the beginning of construction through and including the finished product. City may vary the specified frequency so that significant progress or changes can be recorded on the photographs.

4.4.10 Underground Facilities.

4.4.10.1 The existence and number of facilities as shown on the Plans are estimated from information furnished by the particular utility. Contractor is responsible for field verification and location of all utilities prior to the start of construction. No field work will be allowed to start until Contractor has contacted Arizona 811 and all affected utilities have been located. In addition, Contractor must expose and physically locate all potentially conflicting utilities prior to construction. The actual locations of the utilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Project Manager. It is generally recognized and Contractor should anticipate that information from Arizona 811 or information from utility companies during project design, frequently fails to disclose all underground facilities. The fact that more utility lines or other underground facilities are located in the Project Site than shown on the Project Plans does not constitute an "unforeseen Condition" and such undisclosed underground facilities do not differ materially from the conditions which Contractor should expect. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction apply and are incorporated herein by this reference.

4.4.10.2 Contractor is responsible for all coordination with utility companies. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction strictly apply and no additional compensation will be paid to Contractor for delays due to utility work on the project.

4.4.11 Relocation of Existing Water Meters. When a service line has been extended and a line

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setter installed in a meter box, City forces will re-install meter. No compression fittings will be utilized.

4.4.12 Water Turn-On or Turn-Off.

4.4.12.1 Contractor must coordinate all water line turn-ons and turn-offs through the City. Application must be made to the Municipal Utility Division and Contractor must pay the established charges. The City will close existing valves, but will not guarantee a bone-dry Shutdown.

4.4.12.2 Contractor must notify all customers affected by the turn-off not less than 48 hours in advance. Notification must be in writing, must give the reason for the turn-off and must give the estimated time and duration that water service will be interrupted. Contractor is also notified that water turn-off will not be permitted on the Day before and after Thanksgiving Day and Christmas Day.

4.4.12.3 No direct payment will be made to Contractor for turn-ons or turn-offs. Costs associated therewith will be included in other items for which direct payment is made.

4.4.13 Tests and Inspections.

4.4.13.1 Contractor must give City timely (at a minimum, twenty-four hours) notice of readiness of the Work for all required inspections, tests or approvals. Contractor must give timely notice to City in advance of backfilling or otherwise covering any part of the Work so that city representative may, if desired, observe such part of the Work before it is concealed. Whenever Contractor varies the normal period during which Work or any portion of it is carried on each Day, Contractor must give timely notice to City so that city representative may, if desired, be present to observe the Work in progress. If Contractor fails to give such timely notice, any Work done in the absence of city representative will be subject to rejection. If Contractor gives such notice to City, but then is not ready for such inspections, tests, approvals or observations at the time so noticed, Contractor must reimburse City for all costs incurred by the attendance of city representatives.

4.4.13.2 If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to be inspected, tested or approved, Contractor (unless another party is specified in the Agreement Documents) must assume full responsibility therefor, pay all costs in connection therewith and furnish City the required certificates of inspection, testing, or approval. Contractor must also be responsible for and must pay all costs in connection with any inspection or testing required by the Specifications in connection with City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Agreement Documents will be paid by City (unless otherwise specified).

4.4.13.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction must be performed by organizations acceptable to City and by the Design Professional if so specified.

4.4.13.4 Neither observations by City, the Design Professional nor inspections, tests or approvals by others will relieve Contractor from their obligations to perform the Work in accordance with the Agreement Documents.

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4.4.14 Uncovering Work. If any Work that is to be observed, inspected, tested or approved is covered without written concurrence of City, it must, if requested by City be uncovered for observation. Unless Contractor has given City timely notice of Contractor's intention to cover such Work and City has not acted with reasonable promptness in response to such notice, Contractor must furnish all necessary labor, material and bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order will be issued.

4.4.15 In all cases of interconnection of its Work with existing or other Work, Contractor must verify at the Site all dimensions relating to such existing or other Work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions must be promptly rectified by Contractor without any increase in the Agreement Price. Any design errors or omissions noted by Contractor during this review must be reported promptly to City.

4.4.16 Contractor must establish and maintain all construction grades, lines, levels, and benchmarks, and will be responsible for accuracy and protection of same. This Work must be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.

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

4.4.18 Contractor is responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Agreement Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.19 Contractor must coordinate the activities of all Subcontractors. Contractor must coordinate performance of the Work with City's Public Works & Utilities Department and other departments or agencies within City. The Design Professional and other contractors or parties involved in the Project. If City performs other work on the Project or at the Site with separate contractors under City's control, Contractor agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

4.4.20 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of City. Any substitute or replacement Subcontractor or Supplier must be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by City, Contractor will follow that plan unless otherwise approved by City in writing.

4.4.21 Contractor must not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to City, and receiving prior written approval of the change from City, which approval will not be unreasonably withheld.

4.4.22 Subcontractors whose scope of work has a value greater than 15% of the total Agreement Price are required to furnish performance and payment bonds to Contractor, unless

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otherwise approved in writing by City.

4.4.23 Contractor must comply with MAG Specification § 108.2 (E) unless otherwise specified in Agreement Documents.

4.5 **CONTROL OF THE PROJECT SITE**

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor must keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor must remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

4.5.2 Contractor must take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures must be maintained at all times to the satisfaction of City and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor must maintain Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities, including without limitation compliance with the 2010 regulations governing implementation of the ADA to the extent applicable. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. Contractor i s responsible for the coordination of all Work to minimize disruption to residents and the public.

4.5.4 Only materials and equipment used directly in the Work will be brought to and stored on the Site by Contractor. When equipment is no longer required for Work, it must be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

4.5.5 Contractor agrees all persons working on the Site must act at all times in the best interest of the Project and will comply with all applicable rules and regulations reasonably set forth by City related to the Site. Notwithstanding the foregoing or anything in this Agreement to the contrary, City may remove from the Site any individual who City deems in their reasonable discretion to be creating a disturbance or causing any problem on the Site.

4.5.6 Contractor will be responsible to City for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under an Agreement with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.5.7 City may conduct criminal, drive history, and all other requested background checks of Contractor and Subcontractor personnel performing Work or who have access to City's information, data, or facilities in accordance with City's current background check policies, or the provisions of the Project Specific Conditions. Any officer, employee or agent that fails to background check must be replaced immediately.

4.5.8 City will have a final authority, based upon security reasons: (i) to determine when

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security clearance of Contractor's and Subcontractor's personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting personnel; and (iii) to determine whether or not any individual or entity may provide Services or perform Work under the Agreement.

4.5.9 If City objects to any personnel for any reasonable cause, then Contractor must, upon notice from City, remove such individual from the Project.

4.6 **PROJECT SAFETY**

4.6.1 The Project and all Work performed in relation thereto is governed by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.

b. Part 1910 and Part 1926 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

4.6.2 Contractor is responsible for safety of the job Site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the Site.

4.6.3 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work and stored On-Site or Off-Site; and (iii) all other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (iv) the owners or tenants of adjacent property and their patrons, employees and invitees.

4.6.4 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.5 Contractor must provide a "competent person' as required by O.S.H.A regulations. The "competent person" must be identified at the Pre-Construction Conference with City advised in writing of any changes.

4.6.6 The "competent person" must make routine daily inspections of the Site and must hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

4.6.7 Contractor and Subcontractors must comply with all legal and regulatory requirements relating to safety, as well as any City specific safety requirements set forth in the Agreement Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.8 Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

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4.6.9 Contractor's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.6.10 As between City and Contractor, Contractor is responsible to City for any and all the safety issues relating to the Work on the Project. Contractor must administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor must monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards. Contractor's responsibility for review, monitoring, and coordination of the Subcontractor's safety programs will not extend to direct control over execution of the Subcontractors' safety programs. Notwithstanding Contractor's safety obligations to City, it is agreed and understood that each individual Subcontractor will remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of other's work in areas designated to be controlled by such Subcontractor for purposes of workers compensation insurance coverage.

4.6.11 Nothing in this agreement will relieve Contractor of his responsibility to maintain traffic, structures, etc., as noted on the Plans, Specifications, and Project Specific Conditions. Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the Plans, Specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by Contractor's excavation, shoring, bracing, or under pinning must be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support will be included in the appropriate items listed in the Agreement Price, and no additional payment will be made for this work.

## 4.7 MATERIALS QUALITY, SUBSTITUTIONS, AND SHOP DRAWINGS

4.7.1 Quality Control and Quality Assurance Testing.

4.7.1.1 All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by City. Any material rejected by City must be removed immediately and replaced in an acceptable manner to City at no additional cost to City. When QC/QA tests indicate noncompliance with the Agreement Documents, retesting must be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.1.2 The Contractor must establish, provide, and maintain an effective Quality Control Testing Program (QCTP). The Contractor must develop his own program or procure the services of a consultant. In either case, the party performing the tests must be currently certified by the National Bureau of Standards in the National Voluntary Laboratory Accreditation Program (NVLAP) for construction services or the AASHTO Accreditation Plan (AAP) for Soils, Asphalt and Concrete. The Contractor must provide all support necessary to perform QC and QA testing and sampling (i.e. shoring for testing trench backfill, backhoes, motor graders, loaders, etc. to facilitate testing and sampling). The City will perform the QA testing.

4.7.1.3 The Contractor must submit a written QCTP to the City as a required submittal. The Contractor must not begin Work until the Quality Control Program has been reviewed and

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accepted by the City. Resumes of all personnel that will be associated directly or indirectly with the QCTP must be included.

4.7.1.4 The QCTP must include, but not be limited to, on-site/field and laboratory testing of all material delivered to the Site and any existing materials or conditions pertinent to the project.

4.7.1.5 All testing must be under the direction of a Professional Engineer registered in the State of Arizona, knowledgeable in Materials Testing. All "Test Report" forms must be stamped by said Engineer.

4.7.1.6 The written QCTP will set forth the responsibilities of the engineer, project manager, supervisory personnel and each technician assigned to this project. Substitutions or replacement of personnel must require prior written approval by the City. All personnel must be proficient within their assigned duties and possess certification(s) commensurate with their position and responsibilities. The minimum certification(s) for each technician must be NICET Level II, Arizona Technical Testing Institute, American Concrete Institute, or other nationally recognized program applicable to the project and approved by the City of Chandler. The written QCTP must include a description of the required field and construction materials laboratory tests, including required frequencies that meet the minimums established herein.

4.7.1.7 The Contractor must establish a system to record and report all material test results. The daily test reports must include, but not be limited to:

a. Test designation;
b. Date of test;
c. Name of tester;
d. Location of test/sample (station and offset);
e. Product suppliers and product codes (as applicable);
f. Depth/elevation of test/sample;
g. Test result;
h. Control requirement(s);
i. Cause of rejection (if applicable);
j. Results of retests (if applicable); and
k. Remedial action (if applicable).

4.7.1.8 The Contractor must submit test results to the designated City representative.

4.7.1.9 The Contractor must also submit a weekly report to the City summarizing the testing and construction activities completed by emailing the report to the email addresses noted above. All weekly reports must be submitted simultaneously to the Contractor and the City of Chandler. The report must include individual summary sheets for each utility line, structure, and portion of the pavement section. Cores must be numbered sequentially throughout the Project. Re-cores must reference the original core by number and must contain the averaged values for thickness and density. Total pavement thickness must be reported**.** Vertical location of tests for underground utilities must indicate the depth of the

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excavation at the location of the test (i.e., cut to flow line [if applicable], depth to bottom or top of pipe, etc.). Density tests must be numbered sequentially. If the minimum number of tests has not been performed per the written QCTP, this must be stated in the weekly summary report with an explanation of the circumstances.

4.7.1.10 The City will maintain a copy of the Project test results and weekly reports in the Project file. In cases where quality control activities do not comply with the Agreement provisions, the City may:

a. Order the Contractor to replace ineffective or unqualified quality control personnel.

b. Order the Contractor to stop operations until appropriate corrective action is taken.

4.7.1.11 Although minimum testing requirements are specified herein, the Contractor bears full responsibility for the quality of the materials and their installation and may elect to perform additional testing beyond the requirements set forth herein to ensure compliance.

4.7.1.12 The Quality Control requirements contained in this Section are in addition to and separate from Quality Assurance Testing, which will be performed by the City of Chandler or its representative. If the Quality Assurance test results are not in agreement with the Quality Control test results, the Contractor will have the option to retain a third party consultant for referee tests. The third party consultant must meet the same requirements as the consultant performing the Quality Control Testing. The results of the third party will be binding. All cost incurred by the referee testing will be the Contractor's expense. If the Contractor elects not to retain a third party for referee testing, the City of Chandler test results will prevail.

4.7.1.13 Except as otherwise noted within this Section, Work or materials required by this Section are non- pay items. Per MAG Section 101, a non-pay item is an item of Work for which no separate payment will be made, the cost of which is to be included as an incidental cost for associated item(s) included on the Bid Schedule or Schedule of Values.

4.7.2 Trade Names and Substitutions.

4.7.2.1 Substitutions prior to bid will only be considered if in compliance with Arizona Revised Statute § 34-104.

4.7.2.2 Contractor, if requested by City, must submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

4.7.2.3 City will make the final decision and will notify Contractor in writing as to whether the substitution has been accepted or rejected.

4.7.2.4 If City does not respond within 15 working days, Contractor must continue to perform the Work in accordance with the Agreement Documents and the substitution will be considered rejected.

4.7.3 Shop Drawings.

4.7.3.1 Contractor must prepare and submit Shop Drawings which show details of all Work to insure proper installation of the Work using those materials and equipment specified under the approved Plans and Specifications.

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4.7.3.2 Contractor must submit a schedule of Shop Drawing submissions, which avoids bulk submissions to the extent reasonably possible, with the Project Schedule for City approval. The schedule of Shop Drawing submissions must include all of the items for which Shop Drawings are required by the Agreement Documents, including the Specifications. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications.

4.7.3.3 Shop Drawings must be numbered consecutively for each Specification section and must accurately and distinctly present the following:

a. All working and erection dimensions.

b. Arrangements and sectional views.

c. Necessary details, including complete information for making connections between work under this Agreement and work under other Agreements.

d. Kinds of materials and finishes.

e. Parts list and description thereof.

4.7.3.4 Each Drawing or page must include:

a. Project Name, City of Chandler Project Number and descriptions.

b. Submittal date and space for revision dates.

c. Identification of equipment, product or material.

d. Name of Contractor and Subcontractor.

e. Name of Supplier and Manufacturer.

f. Relation to adjacent structure of material.

g. Physical dimensions clearly identified.

h. ASTM and Federal Specifications references.

i. Identification of and justification for deviations from the Agreement Documents.

j. Contractor's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Agreement.

k. Location at which the equipment or materials are to be installed.

4.7.3.5 Location will mean both physical location and location relative to other connected or attached material. City will return unchecked any submittal, which does not contain complete data on the Work and full information on related matters.

4.7.3.6 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

4.7.3.7 Contractor must schedule, prepare and submit all Shop Drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project Site in a timely manner so as to not delay the complete performance of the Work.

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4.7.3.8 If the Shop Drawings show departures from the Agreement requirements, Contractor must make specific mention thereof in the Letter of Transmittal; otherwise review of such submittals by City will not constitute review of the departure. Review of the Drawings will constitute review of the specific subject matter for which the Drawings were submitted and not of any other structure, material, equipment, or apparatus shown on the Drawings.

4.7.3.9 The review of Shop Drawings will be general and will not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Agreement. No construction called for by Shop Drawings will be initiated until such Drawings have been reviewed and approved by City.

4.7.3.10 The procedure in seeking review of the Shop Drawings will be as follows:

a. Contractor must submit complete sets of Shop Drawings and other descriptive data as specified in this Section.

b. After Contractor's submittal or resubmittal of Shop Drawings, if Contractor has submitted Shop Drawings in accordance with the City-approved submittal schedule, or upon resubmission, City will be provided with three (3) calendar weeks for review. Should City require additional review time above and beyond the three (3) calendar weeks, Contractor may ask for a time extension or monetary compensation, if they can present valid, factual evidence that actual damages were incurred by Contractor. City will determine the amount of the time extension or the monetary compensation to be awarded Contractor, if any, in accordance with City's Policy Statement for Calculating Delays and Damages, Appendix 1.

4.7.3.11 Contractor will be responsible for all extra costs incurred by City caused by Contractor's failure to comply with the procedure outline above.

4.7.4 Long Lead Time Items. Contractor must submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within 10 Days after the date of the executed Agreement letter issued by City. In addition, Contractor must order all long lead items to be furnished and installed as part of this Project within 3 Days after receiving approved Shop Drawings. For all long lead times for which Shop Drawings are not required, Contractor must order said long lead items within 15 Days after the date of the executed Agreement letter issued by City. Within 2 Days after ordering long lead items, Contractor must supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.7.5 Construction Water. If Contractor uses water from City's water system for construction water, Contractor must obtain a fire hydrant meter from City of Chandler Utility Services (480-782-2280) and all construction water must be obtained through the hydrant meter. Contractor must pay all fees related to the hydrant meter and all water bills for construction water. All cost for meters and construction water will be included in the Agreement Price.

## 4.8 PROJECT RECORD DOCUMENTS

4.8.1 During the construction period, Contractor must maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

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4.8.2 Contractor must mark these Drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor must give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

a. Dimensional changes to the Drawings.

b. Revisions to details shown on Drawings.

c. Locations and depths of underground utilities.

d. Revisions to routing of piping and conduits.

e. Actual equipment locations.

f. Changes made by Change Order or Addendum.

g. Details not on original Agreement Drawings.

4.8.3 Contractor must mark completely and accurately Project Record Drawing sets of Construction Documents.

4.8.4 Contractor must mark Project Record Drawings sets with red erasable colored pencil.

4.8.5 Contractor must note Request for Information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

4.8.6 Contractor must submit Project Record Drawing sets and Shop Drawings to City or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from City, Contractor must correct any deficiencies and omissions to the Drawings and submit the final original of the Project Record Drawings to City prior to Final Payment.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and will be the sole judge of acceptance of these Drawings.

## 4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

4.9.1 Contractor warrants to City that the construction, including all materials and equipment furnished as part of the Work, will be new unless otherwise specified in the Agreement Documents, of good quality, and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the construction by persons other than Contractor, subcontractors, or others under Contractor's control. Nothing in this warranty will limit any manufacturer's warranty which provides City with greater warranty rights than set forth herein or in the Agreement. Contractor will provide City with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the Work. Contractor's warranty must be for one (1) year, in accordance with MAG Specification § 108.8, and will commence for all portions of the Work upon Final Acceptance of the entire Work as determined by City under the Agreement. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.

4.9.2 City May Stop the Work. If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, City may order Contractor to stop the

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Work without cost to City, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

4.9.3 Correction or Removal of Defective Work.

4.9.3.1 If required by City, Contractor must promptly, without cost to City and as specified by City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the Site and replace it with non-defective Work. Contractor must correct any Work which may be displaced in correcting, removing or replacing defective Work. No compensation will be allowed Contractor for such removal, replacement or remedial Work. Contractor must reimburse City for costs incurred by City due to such correction or removal including but not limited to additional expenses for inspection, testing or observation and for repeated reviews by the City or Design Professional.

4.9.3.2 Upon failure on the part of the Contractor to comply within a reasonably prompt time with any written order of City to correct or remove defective Work, City has authority to cause nonconforming materials or rejected Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.4 City May Correct Defective Work. If Contractor fails within a reasonable time after written notice of City to proceed to correct defective Work or to remove and replace rejected Work as required by City or if Contractor fails to perform the Work in accordance with the Agreement Documents (including any requirements of the progress schedule), City may, after 7 Days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor, but which are stored elsewhere. Contractor must allow City, city representatives, agents and employees such access to the Site as may be necessary to enable City to exercise City’s rights under this Section. All direct and indirect costs of City in exercising such rights will be charged against Contractor in an amount verified by City representative, and a Change Order will be issued incorporating the necessary revisions in the Agreement Documents and a reduction in the Agreement Price. Such direct and indirect costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor will not be allowed an extension of the Agreement Time because of any delay in Contractor’s performance of the Work attributable to the exercise by City or City's rights hereunder.

4.9.5 Correction or Removal of Unauthorized Work.

4.9.5.1 Any Work done beyond the lines and grades shown on the Drawings or established by the Design Professional or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

4.9.5.2 Upon failure on the part of the Contractor to comply promptly with any order of the City,

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City will have authority to cause unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.6 Correction Period - One Year Guarantee.

4.9.6.1 If, within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement Documents, or by any specific provision of the Agreement Documents, any Work is found to be defective, Contractor must promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, must be paid by Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.2 If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operation of the City, the City will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.3 This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as co-guarantor with such manufacturer or supplier and must furnish the City all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided for in this Section or elsewhere, will in any way limit the liability of Contractor or their sureties or insurers under the indemnity or insurance provisions of these General Conditions and the Project Specific Special Conditions.

4.9.7 Acceptance of Defective Work.

4.9.7.1 If, instead of requiring correction or removal and replacement of defective Work, City may accept Work when in the best interest of the City to do so with appropriate monetary credit from Contractor. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Agreement Documents, including appropriate reduction in the Agreement Price; or, if the acceptance occurs after final payment, an appropriate amount must be paid by Contractor to City.

4.9.7.2 Alternatively, City may require Contractor to furnish at Contractor's expense, a special performance guarantee or other surety prior to acceptance of defective work.

4.9.8 The Warranty period begins on the Final Acceptance date noted in the Certificate of Completion, irrespective of early completion by some Subcontractors of their work.

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4.9.9 Contractor's warranty obligation must be in accordance with MAG Specifications.

4.9.10 Nothing in the warranties contained in the Agreement Documents are intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Agreement Documents. Contractor must provide City with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance.

4.9.11 Contractor agrees that it will be responsible to manage and administer the correction of any Work that is not in conformance with the Agreement Documents during the warranty periods set forth in this Section, or during any longer periods to the extent required by the Agreement Documents. A progress payment, or partial or entire use or occupancy of the Project by City, will not constitute acceptance of Work not in accordance with the Agreement Documents.

4.9.12 When notified of a warranty issue, Contractor must respond in writing within 48-hours and must perform warranty Work as soon as material for said repairs are available (as judged solely by City), and in any event Contractor must, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in City's written notification in accordance with the Agreement Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by City to be an emergency, City will notify Contractor, via the most expeditious means regarding the nature and condition of the defects. In turn, Contractor must immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Agreement Documents.

4.9.13 The time periods referenced in this Section apply only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that City may have regarding Contractor's other obligations under the Agreement Documents.

4.9.14 Without limiting the foregoing or anything in these General Conditions or the Agreement to the contrary, Contractor must obtain and provide to City all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. City and the user of the facility will have the right to the full value and benefit of all such warranties. Contractor must ensure all such warranties are fully transferrable to facilitate the full value of this Section.

4.9.15 Contractor's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

4.9.16 In the event of any noncompliance with this entire Section 4, City may require Contractor to stop or suspend the Work in whole or in part.

## SECTION 5 - CITY RESPONSIBILITIES

### 5.1 CITY PROJECT MANAGER AND INSPECTORS

5.1.1 Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Agreement Documents.

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5.1.2 Project Manager will also provide Contractor with prompt notice when it observes any failure on the part of Contractor to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.1.3 City may utilize Field Inspectors to assist Project Manager during construction in observing performance of Contractor. City's use of Inspectors is for the purpose of assisting Project Manager.

5.1.4 The Inspectors are authorized to inspect all Work and materials furnished. Such inspections may extend to all or part of the Work and to preparation, fabrication or manufacture of the materials to be used. The Inspectors have the authority to issue instructions contrary to the Construction Documents if approved and coordinated with the directions of Project Manager.

5.1.5 The Inspectors have the authority to reject work or materials until any questions at issue can be decided by Project Manager.

5.1.6 The use of Inspectors by City will not make City responsible for or give City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in accordance with Agreement Documents. The Inspectors are not authorized to direct any of Contractor's activities, employees or Subcontractors.

5.2 **DESIGN PROFESSIONAL SERVICES**

City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement, as well as other firms hired by City may be furnished to Contractor. Contractor does not have the right to limit or restrict or reject any Agreement modifications that are mutually acceptable to City and Design Professional.

5.3 **CITY'S SEPARATE CONTRACTORS**

City is responsible for all work performed on the Project or at the Site by separate contractors retained by City. City will contractually require its separate contractors to reasonably cooperate with, and reasonably coordinate their activities so as not to interfere with Contractor in order to enable Contractor to timely complete the Work consistent with the Agreement Documents. Contractor must immediately notify the Project manager, and address the matter in the next monthly status report, if any activities of such separate contractors are expected to interfere, or are interfering, with Contractor and such interference will or could result in any delay in Contractor's performance of the Work.

5.4 **PERMIT REVIEW AND INSPECTIONS**

5.4.1 If requested by Contractor, Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

5.4.2 The regulating agencies of City, such as Development and Sustainability, Fire and Planning Departments, enforce legal requirements. The enforcement activities of City are independent and separate from this Agreement.

5.5 **PLANS AND SPECIFICATIONS TO THE CONTRACTOR**.

Contractor will be provided up to five copies of the Agreement Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished,

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upon request, at the cost of reproduction.

## SECTION 6 - AGREEMENT TIME

### 6.1 AGREEMENT TIME

6.1.1 The Agreement Time will start with the Notice to Proceed ("NTP") and end with Final Acceptance.

6.1.2 Beginning on the date of the NTP, Contractor must begin to fulfill Contractor's obligations under the Agreement. Contractor's obligations include providing City and other agencies with any submittals required by the Project Specific Special Provisions, including but not limited to, an approved Project Schedule, Traffic Control Plans, and a Stormwater Pollution Prevention Plan. Contractor must submit all such required submittals before any physical construction work commences on the Site. NTP does not authorize construction work until all agreement insurance, bonds, and schedules are submitted to and accepted by the City.

6.1.3 The Agreement Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Acceptance within the Agreement Time.

6.1.4 Time is of the essence of this Agreement, for the Project, for the Work, and for each phase and designated Milestone thereof.

6.1.5 Failure of Contractor to perform any covenant or condition contained in the Agreement Documents within the time periods specified herein, will constitute a material breach of this Agreement entitling City to terminate the Agreement unless Contractor applies for and receives an extension of time, in accordance with the procedures set forth in the Agreement Documents.

6.1.6 Failure of City to insist upon the performance of any covenant or condition within the time periods specified herein, will not constitute a waiver of Contractor's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.1.7 City's agreement to waive a specific time provision or to extend the time for performance will not constitute a waiver of any other time provisions contained in the Agreement Documents. Failure of Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement constitutes a material breach of this Agreement entitling City to all the remedies set forth herein or provided by law.

### 6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule must be in Microsoft Project standard file format, must be updated and maintained throughout the Agreement Time, and must contain the following:

6.2.1.1 Detailed representation of all activities for the project, both on-site construction and major procurement. All significant activities together with the resource loading requirements for each and all items appearing on the schedule of values or bid schedule for progress payments must be shown on the Project Schedule or in attached transmittal letter as described in Section 6.2.8.

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6.2.1.2 Dependencies between activities must be indicated so that it may establish as to the effect the progress of any one activity would have on other activities and on the Schedule.

6.2.1.3 Activities for submission, review, and approval of all required submittals.

6.2.1.4 An amount of time will be established prior to the final completion date for "punch list and cleanup". No other activities will be scheduled during this period. Punch list and cleanup must be shown on the Project Schedule and must be entirely completed prior to the expiration of the Agreement Time.

6.2.2 Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review. City's review of and response to the Project Schedule is for the purpose of: (1) City planning and staffing for the Project as may be required from time to time; (2) ensuring Contractor's general conformance with the scheduling requirements of the Agreement Documents and completion of the Project within the Agreement Time; and (3) monitoring and evaluating the construction status for purposes of approving monthly progress payments. Acceptance of a submitted schedule by City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Agreement Time remains the obligation of Contractor. City's review does not relieve Contractor from compliance with the requirements of the Agreement Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.3 The Project Schedule must show milestones, including milestones for City-furnished information, and must include activities for City-furnished material and construction by other contractors when those activities are interrelated with Contractor activities.

6.2.4 The Project Schedule must be revised as required by conditions and progress of the Work, but such revisions do not relieve Contractor of its obligations to complete the Work within the Agreement Time, as adjusted in accordance with the Agreement Documents. No modification to the Agreement Documents or the Agreement Time will be effective unless approved in advance by City.

6.2.5 For all items of materials and equipment that are critical or may require long lead times to acquire, the Project Schedule must show dates for submission, review and approval of submittals, ordering, and delivery.

6.2.6 An updated Project Schedule must be submitted monthly to City as part of the Payment Request. The monthly submittal must include one full size plot of the entire schedule and one electronic copy containing the schedule in Microsoft Project standard file format. In addition, Contractor must, upon request by City, provide a copy of all submitted schedule data in electronic format which must be clearly labeled with the Project description, scheduling program name and version number, and schedule print/data date.

6.2.7 Contractor must provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Agreement Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Agreement Time.

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6.2.8 With each Project Schedule submittal, Contractor must include a transmittal letter including the following:

a. Description of problem tasks, referenced to field instructions or requests for information (RFI's), as appropriate.

b. Current and anticipated delays including:

(i) Cause of the delay.

(ii) Corrective action and schedule adjustments to correct the delay.

(iii) Known or potential impacts and their delay on other activities, milestones, and their impact on the Substantial Completion and Final Acceptance dates.

(iv) Changes in construction sequence.

c. Pending items and status thereof including but not limited to:

(i) Time Extension requests;

(ii) Substantial Completion date status;

(iii) Final Acceptance date status.

d. If ahead of schedule, the number of calendar Days ahead.

e. If behind schedule, the number of calendar Days behind.

f. Other Project or scheduling concerns.

6.2.9 Critical Path Method (CPM).

6.2.9.1 Unless otherwise specified in the Agreement, the Project Schedule must include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.9.2 The CPM diagram schedule must be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram must be presented in a time scaled graphical format for the Project as a whole.

6.2.9.3 The CPM diagram schedule must indicate all relationships between activities.

6.2.9.4 The activities making the Project Schedule must contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluation the progress of the Work. Individual activities must not exceed 30 Days in length, in most cases.

6.2.9.5 The CPM diagram schedule must be based upon activities, which coincide with the Schedule of Values.

6.2.9.6 The CPM diagram schedule must show all submittals associated with each work activity and the review time for each submittal.

6.2.10 Float Time.

6.2.10.1 The total Float Time within the overall schedule is for the exclusive use of City, but City may approve Contractor's use of Float as needed to meet Agreement Milestones and

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the Project completion date.

6.2.10.2 Contractor will not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Agreement Time.

6.2.11 City-Caused Delays. City-caused delays on the Project, if any, may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to Contractor, etc.) In such an event, Contractor will not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Agreement Time is also exceeded.

6.2.12 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation will be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless the rainfall during the construction of Work is unusually severe, was not reasonably anticipated, and the total rainfall was significantly in excess of the normal rainfall for the Project Site location. Normal rainfall for the Project will be determined from the 10-year average rainfall for the Site as measured by the National Oceanic and Atmospheric Administration or comparable source of reliable information for rainfall in Chandler, Arizona. In addition, the excessive rainfall must have actually impacted Work activities on the Critical Path and caused delay beyond any remaining Float at the time of the rain- caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor. All other provisions in the Agreement Documents relating to claims, including without limitation notice requirements, apply to any claim by Contractor for a rain delay.

6.2.13 City's "Policy Statement for Calculating Delays and Damages," Appendix 1 to these General Conditions, will apply to all claims of delay and delay damages.

6.2.14 Force Majeure. If Contractor is delayed or prevented from the performance of any Work required under this Agreement by reason of acts of God or other causes beyond the control and without fault of Contractor (financial inability excepted), performance of that Work will be excused, but only for the period of the delay. The time for performance of the Work will be extended for a period equivalent to the period of delay. In addition, the parties agree if Contractor's delayed or suspended performance directly arises out of or directly results from the COVID-19 pandemic, Contractor's delayed or suspended performance may be excused as set forth in this clause. Provided, however; Contractor must give the City written notice within 30 days of the occurrence of the event giving rise to COVID-19 pandemic related delayed or suspended performance. For COVID-19 pandemic related delay or suspended performance, the parties must agree in writing to the length of the excused delay or suspended performance. Further, Contractor must obtain the City's written approval to use any allowance established as part of the project for delays and costs related to the COVID-19 pandemic.

## 6.3 SUBSTANTIAL COMPLETION

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which City agrees in

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writing to accept separately, is substantially complete, City will prepare and submit to Contractor a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Agreement Documents.

6.3.2 Upon receipt of Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Project Manager may, at Project Manager's sole option, be assisted in such inspection by the Design Professional for the Project. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Agreement Documents so that City can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor must, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager. In such case, Contractor must then submit a request for another inspection by Project Manager to determine Substantial Completion.

6.3.3 Certificate of Substantial Completion.

6.3.3.1 The Project Manager will not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents, such that the Project is ready for use by City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other Work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the Project Manager, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from City for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event will Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same will have also been approved and accepted by City, subject only to the Punch List items.

6.3.3.2 If requested by City, Contractor must complete and turn-over to City the Project on a phased basis. Each phase will have a separate inspection by the Project Manager, a Punch List generated, and then an inspection by City with final approval and acceptance only after the

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Project Manager's Punch List.

6.4 **PARTIAL UTILIZATION**

6.4.1 City at City's option may use and occupy any substantially completed parts of the Work which has specifically been identified in the Agreement Documents, or which City, the Design Professional and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose, without significant interference with Contractor's performance of the remainder of the Work, provided, however, if the portion of the Work to be used or occupied has not been found to be substantially complete, City must do so in accordance with Section 6.3 prior to such occupancy.

6.4.2 In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, City and Contractor agree in writing as to the division of responsibilities between City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

6.4.3 Substantial Completion of or City's beneficial occupancy of a part of the Project will not alter the fact that the one-year warranty for the whole Project starts at the date of Final Completion of the whole Project.

6.5 **FINAL ACCEPTANCE**

6.5.1 Unless otherwise expressly agreed to in writing by City, Final Acceptance must be obtained by no later than 30 Days (60 Days for federally funded agreements) after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Agreement.

6.5.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There will be no partial acceptance. Final Acceptance will not occur until all items of Work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

6.5.3 Final Payment will not be due, owing, or paid by City until Final Acceptance is issued.

6.5.4 Landscape Establishment Period. Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will begin on the date of Final Acceptance of the Project and will run 90 Calendar Days thereafter. Landscape Establishment Period requirements are detailed in General Conditions Appendices, attached herein.

6.6 **CONTINUATION OF WORK**

6.6.1 Permitting Contractor to continue and finish the Work or any part of it after the time fixed for its completion (whether milestone, phase, Substantial Completion or Final Acceptance) or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by City of any rights under the Agreement Documents, law or equity.

6.6.2 Furthermore, the timely completion of the Work being of the utmost importance under this Agreement, notwithstanding the existence of one or more disputes between the parties

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concerning the scope of the Work, the Project Schedule, Agreement Time, payments or any other matter, and further notwithstanding a party's invocation of the Dispute Resolution provisions specified in Appendix 6 of these General Conditions, unless City suspends the Agreement or Contractor's performance pursuant to Section 10 of these General Conditions, Contractor will continue to prosecute the Work, including any Change Order work or Extra Work Orders, in a diligent and timely manner and not stop, slow down or impede by action or inaction the progress of the Work, including commencing performance of and thereafter completing any additional work called out in any Change Order or Extra Work Order issued by Project Manager with the approval of City, so long as City makes payment to Contractor in accordance with Section 8 of these General Conditions.

## SECTION 7 - AGREEMENT PRICE

### 7.1 UNIT PRICE AGREEMENTS

7.1.1 The Agreement Price for all Unit Price Agreements will be the amount set forth in the Agreement or Change Order multiplied by the verified quantity provided.

7.1.2 Measurements of quantities to determine the total Agreement Price must be in accordance with MAG Specification §§ 109.1 and 109.2.

7.1.3 The Unit Price may only be changed as set forth in Section 9 below.

### 7.2 CHANGE ORDERS

7.2.1 Unit Price Change Orders. The Change Order Price for all Unit Price Change Orders will be the amount set forth in the Change Order multiplied by the verified quantity provided.

7.2.2 Measurements of quantities to determine the total Change Order Price must be in accordance with MAG Specifications §§ 109.1 and 109.2.

7.2.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2.4 MAG Specification § 109.4.1 is modified as follows: Before § 109.4.1, the following is added: Any deduction or increase in the Agreement Price must be supported by a signed, written Change Order fully executed by City, and supported by such backup as the Project Manager may require.

### 7.3 SALES TAX

Contractor is required to pay all applicable sales tax in accordance with the law of the state of Arizona and this cost must be included in all Agreement Prices. When equipment, materials or supplies generally taxable to Contractor are eligible for a tax exemption due to the nature of the Project, Contractor must assist City in applying for and obtaining such tax credits and exemptions which will be paid or credited to City.

## SECTION 8 - PAYMENT

### 8.1 PAYMENT FOR CONSTRUCTION SERVICES

8.1.1 Payment for the Work will be made in accordance with MAG Standard Specification § 109 as amended below.

8.1.2 Contractor must submit to City for review a completed Contractor Payment Request signed

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by Contractor, covering the Work completed as of the date of the Request and accompanied by such supporting documentation as is required by the Agreement Documents and also as City may reasonably require. A Contractor Payment Request will not be considered complete unless it is accompanied by an updated Project Schedule and a certification that the on-site, red lined, as built Drawings are up to date. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably, securely stored at the Site or at another location (such as a bonded warehouse) agreed to in writing, the Contractor Payment Request must also be accompanied by such data, satisfactory to City, as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Contractor Payment Request must include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Contractor Payment Requests.

8.1.3 Except for Work performed under a JOC Agreement, the Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the Agreement in accordance with Arizona Revised Statutes Section 34-221 or 34-607. The Contractor may elect to deposit securities in lieu of retention in accordance with Arizona Revised Statutes Section 34-221, Paragraph C.5. or 34-607, Paragraph B.5.

8.1.4 The payment process functions as follows: Prior to the payment cycle date, Contractor must send a draft Contractor Payment Request to Project Manager. The Project Team will review the Request and agree upon any necessary adjustments. Contractor must certify the final Request by signing and returning to Project Manager.

8.1.5 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-609(B)(3), subject to all of City’s rights to withhold or offset payments, and other rights of City, under the Agreement.

8.1.6 City reserves the right under A.R.S. § 34-609(B)(3) to reinstate the ten percent (10%) retention if City determines that satisfactory progress is not being made.

8.1.7 Contractor’s Warranty of Title.

8.1.7.1 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Contractor Payment Request, whether incorporated in the Project or not, will pass to City at the time of payment, free and clear of all liens, claims, security interests, and encumbrances, provided that this will not preclude the Contractor from installing metering devices or other equipment of utility companies or municipalities, the title of which is commonly retained by the utility company or municipality.

8.1.7.2 No materials, supplies, or equipment for the Work under this Agreement will be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein, or any part thereof, is retained by the seller or supplier.

8.1.7.3 Nothing contained in this Section will defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Section must be inserted in all subcontracts and material agreements, and notices of its provision must be given to all persons furnishing materials for the Work when no formal agreement is entered into for such materials.

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8.2 **PAYMENT UPON SUBSTANTIAL COMPLETION**

8.2.1 No payment will be made upon Substantial Completion, except for a regularly-scheduled monthly progress payment, as allowed by Section 8.2.2.

8.2.2 No further payments will be made to Contractor until Final Acceptance.

8.3 **FINAL PAYMENT**

8.3.1 Subject to all of City's rights to withhold or offset payment, and other rights under the Agreement, Final Payment including remaining retainage will be paid only after:

a. Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by City;

b. Necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, acceptable sewer video results (if applicable), and complete "as-built" Drawings (including the Building Information Model, if required by the Agreement Documents) have been delivered to City, as specified in this Section 8.3;

c. Full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor;

d. All conditions and requirements imposed by City or any financing entity for the corresponding disbursement have been met; and

e. Contractor delivers to City a Contractor Payment Request requesting Final Payment.

8.3.2 Contractor must also submit a signed copy of Contractor's Affidavit Regarding Settlement of Claims, Appendix 3 to these General Conditions, and Certificate of Completion, Appendix 7 to these General Conditions, prior to Final Payment.

8.3.3 In addition, if required under the Project Specific Special Provisions, Contractor must compile a complete equipment list and maintenance manual to be submitted to City as a precondition to Final Payment. The list must include the following items for all equipment supplied under the Plumbing, Electrical, Air Conditioning, Elevator, and other Special Equipment Specifications:

a. Name, Model and Manufacturer.

b. Complete parts lists and Drawings.

c. Local source of supply for replacement parts along with suppliers' telephone numbers.

d. Local service organizations serving the equipment and their telephone numbers.

e. All tags, inspection slips, instruction packages, etc., removed from equipment must be properly identified as to pieces of equipment from which they were taken.

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8.3.4 Contractor must also deliver to City, prior to Final Payment, one (1) digital (in the format specified by City), and if requested by City, one (1) hard copy, of any applicable Maintenance manuals. Each manual must include all manufacturer's operation and maintenance instructions and "as-built" Drawings with the list herein specified. It must also include all other diagrams and instructions necessary to properly operate and maintain the equipment, the name, address and telephone number of Contractor and all Subcontractors involved.

8.4 **CITY'S RIGHT TO WITHHOLD PAYMENT**

City may withhold payment to such extent as may be necessary in City's opinion to protect City from loss for which Contractor is responsible, including, without limitation, if any of the following conditions exist:

a. Defective Work not remedied;

b. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Contractor;

c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Price;

e. Damage to City or another Contractor;

f. Reasonable evidence that the Work will not be completed within the Agreement Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

g. Failure to carry out the Work in accordance with the Agreement Documents; or

h. Contractor is in default of any of its other obligations under the Agreement Documents.

8.5 **JOINT/DIRECT CHECKS**

To promote the timely completion and progress of the Work or when appropriate and necessary, payments to Contractor may be made jointly to Contractor and its employees, agents, Subcontractors and suppliers, or any of them. For federally funded agreements, see federal provisions for additional requirements for the joint check process.

8.6 **PAYMENT NOT A WAIVER**

No payment (nor use or occupancy of the Project by City) will be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of City.

8.7 **LIENS AND BOND CLAIMS**

Contractor must make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and must promptly furnish evidence of such payments as City may require. Contractor must pay when due all claims arising out of performance of the Work covered by this Agreement for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City,

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against payment due from City to Contractor, or against any payment or performance bond, must be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Agreement, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within 10 Days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.8 **FINANCIAL RECORDKEEPING AND CITY'S AUDIT RIGHT**

8.8.1 Records for all Agreements between City and Contractor must, upon reasonable notice, be open to inspection and subject to audit, scanning, and reproduction during normal business working hours. Such audits may be performed by any City's representative or any outside representative engaged by City for the purpose of examining such records. City or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of five years after Final Payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, Subcontractors, and vendors.

8.8.2 Contractor's "records" must include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Document. Such records must include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to City or the Project in connection with Contractor's dealings with City or the Project (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

a. Compliance with Agreement requirements for deliverables;

b. Compliance with approved Plans and Specifications;

c. Compliance with § 14.9 below;

d. Compliance with Agreement provisions regarding the pricing of Change Orders;

e. Accuracy of Contractor representations regarding the pricing of invoices; or

f. Accuracy of Contractor representations related to claims submitted by

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Contractor or any of their employees.

8.8.3 Contractor must require all payees (examples of payees include Subcontractors, Suppliers, Insurance Carriers, etc.) to comply with the provisions of this Section by including the requirements hereof in a written agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum agreements) have the same right to audit provisions contained in this Agreement included in their agreements with Contractor.

8.8.4 City's authorized representative(s) (including, without limitation, Project Manager) must have reasonable access to Contractor's facilities, must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement and must be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.

8.8.5 If an audit inspection or examination in accordance with this Section, discloses overpricing or overcharges to City (of any nature) by Contractor or Contractor's Subcontractors in excess of $100,000 in addition to making adjustments for the overcharges, the reasonable actual cost of City's audit must be reimbursed to City by Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of Contractor's invoices or records must be made within a reasonable amount of time (not to exceed 90 Days) from presentation of City's findings to Contractor.

8.8.6 In addition to the normal paperwork documentation Contractor typically furnishes to City, Contractor agrees to furnish, upon written request from City, any of the documentation necessary for City to exercise its audit rights under this Section 8.8 in computer readable file formats (Word, Excel, or .pdf), as City may designate.

8.8.7 City, its authorized representative, and the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at City's discretion, within three (3) years of Final Acceptance of the Work.

## SECTION 9 - CHANGES TO THE AGREEMENT

9.1 **FIELD ORDERS**

City may authorize minor changes in the Work not involving an adjustment in the Agreement Price or the Agreement Times, which are consistent with the overall intent of the Agreement Documents. These may be accomplished by a written Field Order on the standard form approved and executed by City. Such Field Orders must be binding and Contractor must perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Agreement Price or Agreement Time, Contractor may make a claim therefor as provided in Section 7.2.

9.2 **EXTRA WORK/CHANGES IN THE WORK**

9.2.1 City reserves the right to make such changes in the Plans and Specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order must be deemed a part of this Agreement as if originally incorporated herein.

9.2.2 In the event City and Contractor cannot agree on the terms of a Change Order, or when circumstances otherwise require, the Project Manager has the authority to direct the Contractor to perform extra work, if the work in question is an item not provided for in the

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Agreement as awarded. The Project Manager will have the authority to determine, based upon factual evidence presented by the Contractor, whether the work in question is an item not provided for in the Agreement as awarded. If the Project Manager directs the Contractor to perform extra work, the Project Manager's instructions will include a price that the Contractor cannot exceed in charging the City for the extra work. Upon receipt of the Project Manager's directions to perform extra work, the Contractor must promptly proceed with the extra work and document the actual cost thereof. Contractor's right to payment for extra work will be determined under Subsection 9.2.4 below. The Contractor is responsible to manage the extra work to ensure that the price limits set by the Project Manager are not exceeded. Contractor must perform the extra work and submit documentation for the actual cost of the extra work to the City. A Change Order will be issued to cover this work.

9.2.3 Contractor will not be entitled to payment for extra work unless a written Change Order, in form and content prescribed by City, has been executed by City. On all requests for Change Orders, Contractor must specify the increased or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order. If extra work is performed under Subsection 9.2.2 above, a corresponding Change Order will be prepared, approved and processed by City before payment can be made to Contractor.

9.2.4 In general, pricing for Change Orders will include the same mark-up percentages that were in effect when the Agreement was awarded. The cost or credit to the City resulting from a change in the Work is subject to Appendix 1 (Policy Statement for Calculating Delays and Damages) and will be determined, based on the type of pricing for the Agreement involved, as follows:

a. By mutual acceptance of a lump sum properly itemized in a form acceptable to City;

b. By unit prices stated in the Agreement Documents;

c. When the City determines that a Unit Price Book Job Order associated with a Job Order Agreement requires a Change Order, by using the same Total Cost Data and CCI that are in effect when the Change Order is anticipated to be issued; or

d. By actual cost and a percentage fee covering overhead and profit, as follows:

(i) Contractor will perform the extra work and be compensated for actual cost of labor, materials and equipment.

(ii) Contractor will have the right to add the fee percentage applicable to the Work under the Agreement, or if no such fee has been agreed to by the parties, not more than five percent (5%) to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage will include all of Contractor's charges for overhead, profit, administration and supervision.

(iii) Contractor or Subcontractor will have the right to add the fee percentage applicable to Work under the Agreement for self-performed extra work, or if no such fee has been agreed to by the parties, Contractor's or Subcontractor's maximum total allowable additions for overhead, profit, administration and supervision will

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not exceed ten percent (10%) of actual verifiable labor, materials and equipment for such self- performed extra work.

9.2.5 Any agreement which modifies the terms of the Agreement (including Change Orders) will be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Agreement will have the same effect as if they had been included in the original Agreement.

9.3 **ACCURACY OF CHANGE ORDER PRICING INFORMATION**

9.3.1 Subject to Sections 9.3.2 through 9.3.4, signature by the contracting parties constitutes full accord and satisfaction between City and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Agreement agreed to in writing.

9.3.2 Accurate Change Order Pricing Information: Contractor agrees that it is responsible for submitting accurate cost and pricing data to City to support its Fixed Price, Unit Price, or Cost Plus Change Order Proposals or other Agreement Price adjustments under the Agreement. Contractor further agrees to submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Agreement with respect to pricing of change orders. Contractor agrees that any "buy-out savings" on Change Orders will accrue 100% to Owner. "Buy-out savings" are defined as any savings negotiated by the Contractor with a Subcontractor or a Material Supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or Supplier for the Approved Change Order work.

9.3.3 Right to Verify Change Order Pricing Information: Contractor agrees that City, through its designated representative, will have the right to examine, copy, and scan the records of the Contractor, Subcontractor or Sub-Subcontractor's records (during the Agreement period and up to three years after final payment is made on the Agreement) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals or claims. Contractor agrees that if City determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Agreement regarding pricing of Change Orders, an appropriate Agreement Price adjustment will be made. Such post-approval Contact Price adjustments will apply to all levels of contractors and Subcontractors and to all types of Change Order proposals, specifically including Fixed Price, Unit Price, and Cost Plus Change Orders.

9.3.4 Requirements for Detailed Change Order Pricing Information: Contractor agrees to provide a detailed breakdown of allowable labor and labor burden cost (i.e., base wage rate of applicable classifications of workers, payroll taxes, and insurance and benefits costs). This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. Information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor rate cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

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9.4 **EMERGENCIES**

In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Agreement Price or Agreement Time resulting from emergency work will be determined as provided in this Section.

9.5 **DIFFERING SITE CONDITIONS**

9.5.1 If Differing Site Conditions are encountered at the Project Site, then notice by the observing party must be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than 14 Days after first observance of the conditions. City will promptly investigate such conditions and, if City determines that Differing Site Conditions exist and they materially cause an increase in the cost of, or time required for, performance of any part of the Work, Contractor will be entitled to equitable adjustment in the Agreement Price or Construction Schedule (and other time requirements), or both. If it is determined by City that the conditions at the Project Site are not Differing Site Conditions and no change is justified, then City will so notify Contractor in writing, stating the reasons. Claims in opposition to such determination must be made within 14 Days after City has given notice of its decision. If City and Contractor cannot agree on an adjustment in the Agreement Price or Construction Schedule (and other time requirements), the adjustment may be submitted to dispute resolution as provided these General Conditions.

9.6 **CHANGES IN LAWS, REGULATIONS, OR LEGAL REQUIREMENTS OR TAXES**

In the event of a material change in applicable Laws, Regulations, or Legal Requirements, or taxes subsequent to the date of the Agreement by the parties, Contractor may be entitled to a Change Order, in City's discretion, to the extent Contractor can document to the satisfaction of City that such change significantly increases Contractor's actual cost of performance of the Work.

## SECTION 10 -SUSPENSION AND TERMINATION

10.1 **SUSPENSION**

City may suspend the Agreement and Contractor's performance in accordance with MAG Specifications § 105.1 and 108.7.

10.2 **TERMINATION BY THE CITY FOR CAUSE**

10.2.1 MAG Specifications § 108.11 applies to the Agreement.

10.2.2 City may also terminate the Agreement if City determines, in its sole discretion that Contractor has:

a. After prior written notice, refused or failed to supply enough properly skilled workers or proper materials;

b. After prior written notice, failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;

c. After prior written notice, disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

d. After prior written notice, repeatedly failed to comply with written directives from City;

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e. Is adjudged as bankrupt or insolvent;

f. Made a general assignment for the benefit of creditors;

g. Appointed a trustee or receiver for itself or any of its property;

h. Filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; or

i. Otherwise breached a provision of the Agreement Documents or any other Agreement between City and Contractor.

10.2.3 When any of the above reasons exist, City may terminate the Agreement, without prejudice to any other rights or remedies of City, after giving Contractor and Contractors' surety, if any, 7 Days written notice of City's intent to terminate the Agreement and Contractor's failure to cure any such reasons. Upon such termination, City may: (1) take possession of the Site and of all materials thereon owned by Contractor; or (2) finish the Work by whatever reasonable method City may deem expedient. When City terminates the Agreement for one of the reasons state above, Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Agreement Price existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by City, such excess will be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor must pay the difference to City. This obligation for payment will survive termination of the Agreement.

10.3 **TERMINATION BY CITY FOR CONVENIENCE**

City may also terminate the Agreement at any time for its convenience upon 7 Days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, City will pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Agreement, no further payments will be due from City to Contractor.

10.4 **A.R.S. § 38-511**

The Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

## SECTION 11 -INSURANCE AND BONDS

11.1 **INSURANCE REQUIREMENTS**

11.1.1 After Agreement award, the Contractor must furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement may not be deemed to apply to required Worker's Compensation coverage.

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

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

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

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

11.1.6 Use of Subcontractors: If any Work is subcontracted in any way, the Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

11.2 **MINIMUM SCOPE AND LIMITS OF INSURANCE**

11.2.1 The Contractor must provide coverage with limits of liability not less than those stated below.

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

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

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

11.2.1.4 Builders' Risk/Installation Floater Insurance. The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the Agreement Price and all subsequent modifications. The Contractor's Builders'

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Risk/Installation Floater insurance must be primary and not contributory.

a. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any Project property or equipment is in transit, off Site, or while on Site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the Site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

b. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor- Builders' Risk/Installation Floater insurance described herein.

c. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

d. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.

e. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of Subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 Days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.

f. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

g. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Agreement, waived against the City, its officers, officials, agents and employees.

h. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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11.2.1.5 Pollution Liability Insurance (Including Errors and Omissions). For Job Orders, Pollution Liability Insurance is only required if applicable and determined on a project specific basis. Contractor must maintain Pollution Liability Insurance with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate for losses caused by pollution conditions including coverage for bodily injury, property damage, defense costs, clean-up costs, and completed operations that arise from the operations of Contractor as described in this Agreement.

a. The policy must provide for complete professional service coverage, including coverage for pollution liability that is a result of a breach of professional duties.

b. The policy must provide for protection again claims for third-party bodily injury, property damage, or environmental damage caused for pollution conditions resulting from general contracting activities for which Contractor is legally liable.

c. The policy must provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

d. Completed Operations Coverage must be kept in place for up to the statute of repose.

e. The policy must be endorsed to include the following additional insured language: “City, its elected officials, trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of Contractor”.

f. If Work under this Agreement requires the transportation of any hazardous material or regulated substances, Contractor must carry Auto Liability with a CA 9948 endorsement or equivalent.

g. If Work under this Agreement requires the disposal of any hazardous materials from the job site, Contractor must obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate.

11.3 **ADDITIONAL POLICY PROVISIONS REQUIRED**

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

11.3.2 The Contractor’s insurance must contain broad form contractual liability coverage.

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

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

11.3.5 Coverage provided by the Contractor must not be limited to the liability assumed under the

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indemnification provisions of this Agreement.

11.3.6 The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

11.3.7 The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the required Additional Insureds set forth herein.

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

11.3.9 Insurance Cancellation During Agreement Term.

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

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

11.3.10 City as Additional Insured. The above-referenced policies are to contain, or be endorsed to contain, the following provisions:

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

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

## 11.4 BONDS AND OTHER PERFORMANCE SECURITY

11.4.1 After Agreement award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Agreement Price.

11.4.2 Each such bond must be executed by a surety company or companies holding a Certificate

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of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

11.4.3 The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.,* as in Appendices 4 and 5 of these General Conditions.

11.4.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

11.4.5 All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

11.4.6 Personal or individual bonds are not acceptable.

11.4.7 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or Contractor's right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Section 11.4, Contractor must within 5 Days thereafter substitute another Bond and surety, both of which must be acceptable to City.

## SECTION 12 - INDEMNIFICATION

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

## SECTION 13 -DISPUTE RESOLUTION

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13.1 All disputes arising out of or relating to the Agreement, the Work or the Project, other than termination under Section 10, will be resolved pursuant to the Dispute Resolution process set forth in Appendix 6 of these General Conditions, and not pursuant to MAG Specifications § 110.

13.2 Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations under the Agreement until such dispute is resolved.

13.3 Notwithstanding any other provision in this Agreement, City has the right to immediately file in court and pursue an action for a temporary restraining order and injunctive relief against Contractor if City determines that such action is necessary to protect its interests under the Agreement, to obtain specific performance of any provision of the Agreement, to advance the completion of the Project, or to protect health, welfare and safety.

## SECTION 14 - MISCELLANEOUS PROVISIONS

### 14.1 AGREEMENT DOCUMENTS

14.1.1 The Agreement Documents are intended to permit the parties to complete the Work and all obligations required by the Agreement Documents within the Agreement Times for the Agreement Price. The Agreement Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

14.1.2 It is the intent of the Agreement Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Agreement Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Agreement Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided by Contractor whether or not specifically called for at no additional cost to City.

14.1.3 The Agreement Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Agreement Documents), Contractor's Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to Agreement award) when attached as an exhibit to the Agreement, the accepted Project Schedule, the Notice to Proceed, the Performance Bond, the Payment Bond, Project Design, Engineering and Specifications, these General Conditions, the Project Specific Special Provisions, Technical Specifications, Agreement Drawings, as the same may be more specifically identified in the Agreement, Change Orders, Work Change Directives, Field Orders and the written interpretations and clarifications of the Design Professional or City representative and Modifications issued after execution of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Agreement Documents.

14.1.4 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as follows from highest to lowest: Change Orders, Addenda, Agreement, Project Specific Special Provisions, General Conditions, Technical Specifications, Drawings/Plans, Chandler Amendments to MAG Standard Specifications and Chandler Standard Details, and MAG Uniform Standard Specifications and Details for Public Works Construction. If applicable to this Agreement, Federal Provisions prevail.

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14.1.5 On the Drawings, given dimensions will take precedence over scaled measurements and large scale drawings over small-scale drawings.

14.1.6 Clarifications and interpretations of the Agreement Documents will be issued by the Design Professional through the City.

14.1.7 The headings used in this Agreement or any other Agreement Documents, are for ease of reference only and must not in any way be construed to limit or alter the meaning of any provision.

14.1.8 The Agreement Documents form the entire agreement between City and Contractor. No oral representations or other agreements have been made by the parties except as specifically stated in the Agreement Documents.

14.1.9 The Agreement Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

14.1.10 Re-Use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor will have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they must not re-use any of them on extensions of the Project or any other project without written consent of City and the Design Professional and specific written verification or adaptation by the Design Professional.

14.2 **REFERENCE STANDARDS**

14.2.1 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, will mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Agreement Documents.

14.2.2 The provisions of any such standard, specification, manual or code, or any instruction of a Supplier will not change the duties or responsibilities of City, Contractor, Design Professional or Project Manager, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Agreement Documents, nor will any such provision or instruction assign to City, Contractor, Design Professional, or any of their agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Agreement Documents.

14.3 **COMPLIANCE WITH ARIZONA LAW AND FEDERAL LAW**

14.3.1 Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") must comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A).

14.3.2 A breach of the Contractor Immigration Warranty constitutes a material breach of this Agreement and subject to penalties up to and including termination of this Agreement.

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14.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

14.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

14.3.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

14.4 **HAZARDOUS ENVIRONMENTAL CONDITIONS**

14.4.1 Contractor will not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Agreement Document to be within the scope of the Work. Contractor will be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

14.4.2 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition. Contractor must immediately:

a. Secure or otherwise isolate such condition;

b. Stop all Work in connection with such condition and in any area affected thereby; and

c. Notify City and promptly thereafter confirm such notice in writing.

14.4.3 City will promptly retain a qualified expert to evaluate such condition or take corrective action, if any.

14.4.4 Contractor will be responsible for any and all civil or criminal penalties, fines, damages, or other charges imposed by any regulatory agency or court for sewage discharges that are in violation of applicable statutes and laws and that are a result, direct or indirect, of work performed under this Agreement. Contractor will also be responsible for reimbursement to City for administration, reporting, and tracking expenses required as a result of any spill event. In the event the regulatory agency or court imposes a probationary period, Contractor must post bond for the probationary period to ensure that all such costs are reimbursed to City. This responsibility will apply whether penalties are imposed directly on Contractor or any of its Subcontractors, or the City of Chandler. Contractor must defend and indemnify City against such penalties. Regulatory agencies may include, but are not limited to, the Arizona Department of Environmental Quality (ADEQ) and the United States Environmental Protection Agency (USEPA).

14.5 **COOPERATION AND FURTHER DOCUMENTATION**

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Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of the Agreement Documents.

14.6 **ASSIGNMENT**

Neither Contractor nor City will, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Agreement Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Agreement.

14.7 **SUCCESSORS**

Contractor and City intend that the provisions of the Agreement Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.8 **LAWFUL PRESENCE**

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

14.9 **NO BOYCOTT OF ISRAEL CERTIFICATION**

By Contractor's signature on this Agreement, Contractor certifies under A.R.S. § 35-393.01 that Contractor is not currently engaged in and for the duration of this Agreement will not engage in a boycott of Israel.

14.10 **NO THIRD PARTY BENEFICIARY**

Nothing under the Agreement Documents will be construed to give any rights or benefits in the Agreement Documents to anyone other than City and Contractor, and all duties and responsibilities undertaken pursuant to the Agreement Documents will be for the sole and exclusive benefit of City and Contractor and not for the benefit of any other party, unless otherwise expressly set forth in the Agreement Documents.

14.11 **GOVERNING LAW AND VENUE**

The Agreement and all Agreement Documents will be deemed to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any court action to enforce any provision of the Agreement or to obtain any remedy with respect hereto must be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

14.12 **SEVERABILITY**

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

14.13 **LEGAL REQUIREMENTS**

At all times relevant to its entry into this Agreement and performance of the Services and the Work, Contractor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Agreement, including, without limitation, those set

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forth on Exhibit C of the Agreement.

14.14 **PARTIAL INVALIDITY**

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.15 **ATTORNEYS' FEES**

Should either party to the Agreement bring an action to enforce any provision of the Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs in connection therewith.

14.16 **CONFLICT OF INTEREST**

14.16.1 Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of the Agreement. Further, Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if Contractor gains such interest during the course of this Agreement. If Contractor gains financial or economic interest in the Project during the course of this Agreement, this may be grounds for terminating this Agreement. Any decision to terminate the Agreement must be at the sole discretion of City.

14.16.2 Contractor will not engage the services on this Agreement of any present City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Agreement Modifications for this Agreement.

14.16.3 Contractor agrees that it will not perform services on this Project for a contractor, subcontractor, or any supplier, not covered under this Agreement.

14.17 **INDEPENDENT CONTRACTOR**

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

14.18 **NOTICE OF INJURY**

Should City or Contractor suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim must be made in writing to the other party within 7 Days of the first observance of such injury or damage.

14.19 **CONFIDENTIALITY**

Contractor, for the benefit of City, hereby agrees it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, any statement regarding, or any other public announcement or disclosure or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the specific terms and conditions of this Agreement or any comment relating to the Project or the Site. Notwithstanding the foregoing, Contractor will be entitled to disclose the terms of the Agreement to the extent required by law or in the course of enforcing or defending a claim or action hereunder. Contractor must give City reasonably prompt notice of any disclosure or statement made pursuant to this provision.

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14.20 **DATA CONFIDENTIALITY**

14.20.1 As used in the Agreement, "data" means all information, whether written or verbal, including plans, specifications, renderings, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the City in the performance of this Agreement.

14.20.2 Contractor agrees that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to City in connection with the Contractor's performance of this Agreement is confidential and proprietary information belonging to City.

14.20.3 Except as specifically provided in this Agreement, Contractor or its Subcontractors must not divulge data to any third party without prior written consent of City. Contractor or its Subcontractors must not use data for any purposes except to perform Work required under this Agreement. These prohibitions will not apply to the following data provided Contractor has first given the required notice to City:

a. Data which was known to Contractor or its Subcontractors prior to its performance under this Agreement unless such data was acquired in connection with Work performed for City;

b. Data which was acquired by Contractor or its Subcontractors in its performance under this Agreement and which was disclosed to Contractor or its Subcontractors by a third party, who to the best of Contractor's or its Subcontractor's knowledge and belief, had the legal right to make such disclosure and Contractor or its Subcontractors are not otherwise required to hold such data in confidence; or

c. Data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its Subcontractors are subject.

14.20.4 In the event the Contractor or its Subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its Subcontractors became privy as a result of any other agreement with City, the Contractor must first notify City as set forth in this Section of the request or demand for the data. The Contractor or its Subcontractors must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure.

14.20.5 Unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by City, the Contractor must promptly deliver, as set forth in this Section, a copy of all data to City. All data will continue to be subject to the confidentiality agreements of this Agreement.

14.20.6 Contractor or its Subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agree to compensate City if any of the provisions of this Section are violated by Contractor, its employees, agents, or Subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justified injunctive relief in court. Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this

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Agreement without notice.

14.21 **SURVIVAL**

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

14.22 **COVENANTS AGAINST CONTINGENT FEES**

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

14.23 **NO WAIVER**

The failure of either party to enforce any of the provisions of the Agreement Documents or to require performance of the other party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor will it affect the validity of the Agreement Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.24 **NONEXCLUSIVE REMEDIES**

The remedies set forth in this Agreement are cumulative and not exclusive, and failure to exercise any remedy (including, without limitation, any right to terminate) will not preclude any party from exercising any other right in seeking any other remedy available to it at law or in equity.

14.25 **PROJECT COMMUNICATIONS**

14.25.1 All communications concerning the performance of the Work or the Project will be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Agreement. City may change the designated Project Manager and, subject to Section 4.4.20 of these General Conditions, Contractor may change Contractor Representative, by written notice to the other.

14.25.2 Project communications may be exchanged by e-mail, but email communications cannot change the terms of the Agreement or the Scope of Work, or effectuate any change that requires a written Change Order.

14.25.3 When any provisions of the Agreement Documents requires Contractor or the Design Professional to give written notice to City, it will be deemed to have been validly given if delivered in person or if delivered at or sent by registered or certified mail, postage prepaid, to the Parties indicated in Agreement Article 1, incorporated by reference.

14.25.4 When any provisions of the Agreement Documents requires City, Project Manager, or the Design Professional to give written notice to Contractor, it will be deemed to have been validly given if delivered in person to the person designated in the Agreement Documents as Contractor's Resident Superintendent, or if delivered at or sent by registered or certified mail, postage prepaid, to Contractor at the last address in the Agreement Documents or such substitute address which Contractor designates in writing, or to the business address known to the giver of notice.

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14.26 **DRUG FREE WORKPLACE PROGRAM**

14.26.1 City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with City, to ensure the safety and health of employees working on City projects.

14.26.2 Contractor must require a drug free workplace for all employees working under the Agreement. Specifically, all employees of Contractor who are working under an agreement with City must be notified, in writing, by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

14.27 Failure to require a drug free workplace in accordance with the City's policy may result in termination of the Agreement and possible debarment form bidding on future City projects.

## SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED AGREEMENTS, CHANGE ORDERS, AND JOB ORDERS

15.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 apply to GMP and Cost-Based Agreements, Change Orders, and Job Orders, together with the additional definitions set forth below.

Baseline Cost Model –
A breakdown and estimate of the scope of the Project developed by CM@Risk pursuant to Section 17.5 of these General Conditions.

CM@Risk or Construction Manager at Risk –
The person or firm selected by City to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Agreement with City. In these General Conditions, the term "Contractor" includes CM@Risk under both Pre-Construction and Construction Services Agreements.

CM@Risk Fee or Contractor's Fee –
An agreed to percentage in an accepted GMP that represents the Contractor's fee for performance of the Work.

Agreement Documents –
Where compensation under the Agreement is based upon a GMP accepted by City, the term "Agreement Documents" also includes the accepted GMP Proposal.

Agreement Price –
Where compensation under the Agreement based upon a GMP accepted by City, the term "Agreement Price" refers to the GMP.

Cost-Based Agreement, Change Order, or Job Order –
A Agreement, Change Order, or Job Order where the Agreement Price is based upon the actual cost of performing the Work, subject to the terms of the Agreement Documents, including this Section 15. These would include those generally referred to as "Cost of the Work plus a Fee with a GMP," "Time and Materials," or "Cost Plus a Fee."

Cost of the Work –
The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work will include only those costs set forth in Section 15.2 of these

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General Conditions.

Deliverables –
The work products prepared by Contractor in performing the scope of work described in the Agreement. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are not limited to: the Baseline Cost Model and Schedule that validate City's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Agreement or required by the Project Team.

Pre-Construction Services Agreement –
The Agreement entered into between City and the CM@Risk for Pre-Construction Services to be provided by the CM@Risk, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of the CM@Risk under the Pre-Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

Pre-Construction Services –
The services to be provided under the Pre-Construction Services Agreement, including Section 17 of these General Conditions.

Detailed Project Schedule –
The Detailed Project Schedule developed by the CM@Risk for the review and approval of the Project Manager in accordance with Section 17.3 of these General Conditions, if applicable.

General Conditions Costs –
Those costs set forth in Section 4 of Appendix 9 to these General Conditions.

GMP Plans and Specifications –
The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal –
The proposal of Contractor submitted pursuant to Section 17.7 of these General Conditions for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP –
The Guaranteed Maximum Price set forth in the Agreement, Change Order, or Job Order if applicable.

15.2 **AGREEMENT PRICE**

15.2.1 The Agreement Price for all Agreements, Change Orders, and Job Orders based upon payment of the Cost of the Work plus a Fee with a GMP, time and materials, or cost-plus a fee will be the Cost of the Work incurred plus the Fee agreed to in writing by City, limited to the amount of the GMP, if agreed to. Unless otherwise expressly provided in the Agreement, Change Order, or Job Order, all Cost Based pricing will be subject to and limited to GMP.

15.2.2 The Agreement Price may only be changed as set forth in Section 9 above.

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15.2.3 Only costs specifically designated as reimbursable costs are eligible for payment by City or may be charged against the Agreement Price. All other costs will not be paid by City and will not be chargeable against the Agreement Price.

15.2.4 Cost-Based Agreements. For Agreements, Change Orders, or Job Orders, reimbursable costs must be determined pursuant to Appendix 9 to these General Conditions, Cost of the Work, and not by MAG Specifications §109.5.

15.3 **ALLOWANCES**

15.3.1 Contractor must include in the Agreement Price all Allowances stated in the Agreement Documents and agreed to in writing by City. Items covered by these Allowances must be supplied for such amounts and by such persons as City may direct, provided Contractor will not be required to employ persons against whom Contractor makes a reasonable objection. Materials, labor, and equipment under an Allowance will be selected by City in accordance with a schedule to be mutually agreed upon by City, Design Professional and Contractor or otherwise in reasonably sufficient time to avoid delay in the Work.

15.3.2 Unless otherwise provided in the Agreement Documents:

15.3.2.1 These Allowances must cover the cost to Contractor, less any applicable trade discount, of the materials, labor, and equipment required by the Allowances, delivered at the Site, and all applicable taxes;

15.3.2.2 Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to materials, labor, and equipment required by the Allowance must be included in the Agreement Sum and not in the Allowance; and

15.3.2.3 Whenever the cost is more or less than the Allowance, the Agreement Sum must be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

15.4 **CONTINGENCY**

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by the City.

15.4.1 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which will be readily available for increased costs for subcontractors, material, and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of City, to reimburse CM@Risk for unexpected costs due to (a) scope gaps between trade subcontractors; (b) agreement default by trade subcontractors; (c) unforeseen field conditions, but only as defined in Section 9.5 above; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere; and (g) implementation of any Recovery Plan. Cost for which CM@Risk desires to be paid from the Construction Contingency must be documented by CM@Risk on a time and materials basis and are subject to verification by City. If agreed to by City, a "Use of Contingency" form will be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular

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item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency will belong to City and will reduce the GMP.

15.4.2 Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the City (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. City will provide CM@Risk with a Work Change Directive authorizing CM@Risk to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs will be in an amount mutually agreed upon by CM@Risk and City or will be documented by CM@Risk on a time and materials basis and are subject to verification by City. Any amount not used in the Owner's Contingency will belong to the City and will reduce the GMP.

15.5 **REDUCTION IN RETENTION**

If the Agreement Price is based upon a GMP, in order to receive payment of one-half of the retention as set forth in Section 8.1.5 above, Contractor must also submit to the Project Manager a complete accounting of the Actual Reimbursable Cost of the Work to date, including all such documentation (including, without limitation, invoices, subcontract, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the actual reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. The Project Manager's determinations as to Actual Reimbursable Cost of the Work will be the basis of payment until final Project Closeout and Final Payment under the Agreement.

15.6 **FINAL PAYMENT**

If the Agreement Price is based upon a GMP, as a further condition precedent to Final Payment by City, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. Disputes relating to the Final Cost of the Work will be subject to City's audit rights under Sections 8.8 above and 15.7 below, and the dispute resolution process under Section 13 above.

15.7 **OPEN BOOK**

On any GMP-based or Cost-Based Agreement, Job Order, or Change Order, City may attend any and all meetings or discussions pertaining to the Project, including bid openings, and must have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

15.8 **DIFFERING SITE CONDITIONS AND/OR CHANGE IN LAWS**

A Change Order for increased costs under Section 9.5 or 9.6 above will only be considered

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or granted by City to the extent such actual, documented costs are justified.

## SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER AGREEMENTS (JOC)

16.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Sections 2 and below will apply to all Job Order Agreements and Job Orders. In addition, the definitions set forth in Section 15.1 above will apply to all Cost-Based Job Orders.

Agreement –
Includes the Job Order Master Agreement and Job Order Project Agreements issued and agreed to by City and JOC Contractor.

JOC Contractor's Coefficient –
A numerical factor that represents JOC Contractor total costs (indirect and direct costs, sales tax, profit, etc.) and other adjustments for market conditions.

Job Order Request for Proposal (RFP) –
The Request for Proposals issued by City for each Job Order Project Agreement relating to a specific Project.

Job Order Cost Proposal –
The Proposal submitted by JOC Contractor in response to a Job Order Request for Proposal (RFP) issued by City to develop a Job Order Project Agreement for a specific Project.

Guaranteed Maximum Price (GMP) Job Order –
Job Order under which JOC Contractor is compensated for actual costs incurred.

Job Order Project Agreement (Job Order) –
The agreement for a specific project, as it may be modified by all Change Orders, executed by the Parties, which incorporates the terms and conditions of the Job Order Master Agreement.

16.2 **ORDERING AND PROCESSING PROCEDURES FOR JOB ORDERS**

16.2.1 The process for developing and issuing a Job Order for a particular Project consists of three (3) procedures: (1) issuance of a RFP by City; (2) JOC Contractor's response to the RFP in the form of JOC Contractor's Job Order Cost Proposal; and (3) Issuance of a Job Order by City, as set for below.

16.2.2 RFP's For Job Orders

16.2.2.1 City will provide to JOC Contractor RFP with a Scope of Work (SOW) describing the Work to be performed, which may include special instructions and conditions, material submittal requirements, and, if applicable, a complete set of sketches, construction drawings and specifications for the Job Order.

16.2.2.2 Some Job Order RFP's will be issued by City without detailed sketches, drawing and specifications and will rely on JOC Contractor to produce them for City review and approval and is considered to be Pre-Construction and incidental design services included in JOC Contractor's overhead for GMP Job Orders. In addition JOC Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

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16.2.3 JOC Contractor's Job Order Cost Proposal

16.2.3.1 JOC Contractor must respond within ten (10) calendar days of the RFP date or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting JOC Contractor's Job Order Cost Proposal to the City representative.

16.2.3.2 Unless otherwise required under the terms of the RFP, JOC Contractor's Job Order Cost Proposal must include the following.

a. JOC Contractor's Job Order Cost Proposal in PDF and electronic format;

b. A Project Schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g., permits, submittals, ordering materials, demolition, work phases, closeout and completion date); and

c. Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the Work has been done. Examples of documentation that might reasonably be expected include sketches, drawings, calculations, catalog cuts and specifications produced to a level of detail and skill that could be expected of experienced, competent Project Managers with five or more periods experience in their respective trade.

16.2.3.3 JOC Contractor must select Subcontractors based on qualifications alone or on a combination of qualifications and price and must not select Subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or two-step selection. In a two-step selection, the first step must be based on qualifications alone and the second step may be based or a combination of qualifications and price or on price alone.

16.2.3.4 Upon request, JOC Contractor must provide City with copies of Subcontractor quotes and the basis for selection of each Subcontractor.

16.2.3.5 If City objects to a selected Subcontractor, City will make the objection and the reasons for the objection known to the JOC Contractor. JOC Contractor must then present an acceptable Subcontractor for the applicable discipline. City will not unreasonably object to or withhold approval of a Subcontractor.

16.2.3.6 For self-performed work, the City retains the right to have the JOC Contractor establish JOC Contractor's costs by bidding their costs against at least three (3) other interested trade Contractors. No self- performed work will be allowed to be performed on a lump sum basis.

16.2.4 Issuance of Job Order

16.2.4.1 City Representative will compare the JOC Contractor's Job Order Cost Proposal with the City's estimate, schedules and other requirements, and then, if the City Representative determines it is in the best interest of City, arrange a meeting with JOC Contractor, at which time the JOC Contractor's Job Order Cost Proposal will be discussed and negotiated.

16.2.4.2 If the City Representative determines that it is in the best interest of the City, City will then issue a Job Order to JOC Contractor for execution.

16.2.4.3 Specific Job Orders may vary, but unless agreed to by City in writing otherwise, the content

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of Job Orders under the Agreement will generally be as follow, all of which will be signed and/or initialed by JOC Contractor's designated representative:

a. The description of the Scope of the Work and Project Schedule (attached as Exhibit A to the Job Order);

b. The address or location of the Work;

c. The Agreement Price for Work (Construction) included in the Project (attached as Exhibit B to the Job Order);

d. The name of the JOC Contractor representative for the Project;

e. The Drawings and Specifications for the Project;

f. If any shop drawings, project date and/or samples are required for the Job Order, the date for delivery of each required item (included in the Project Schedule, Exhibit A to the Job order); and

g. Project Specific Provisions, if any, in Exhibit A to the Job Order, including, without limitation, whether any of the following are required: Pre-Construction Conference, weekly progress meetings, field office, storage enclosure, materials and equipment handling facility, submittals, shop drawings, product data, equipment list, samples, project manual, schedule of values, Construction progress schedule, narrative reports, progress report, progress charts, progress photographs, materials status report, Construction diagram, Construction status report, operation and maintenance data, operating maintenance instructions and parts list, and as-build drawings.

16.2.5 Job Order Intent. Each Job Order will be interpreted to include all items reasonably necessary to complete the Project under that Job Order as described in the scope of the Work in that Job Order. All Work must be performed in a professional manner and all materials used must be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified. The Notice to Proceed date, and the award date established therein, will be deemed an integral part of the Job Order the same as if set forth therein.

16.3 **INCIDENTAL DESIGN SERVICES**

16.3.1 This effort includes all "extensions of design" for systems that are typically specified in a performance oriented manner by consultants and designers. Examples include: fire sprinkler systems, fire alarm and sprinkler systems, DDC controls, control systems, prefabricated metal building and similar situations. These designs are normally provided under submittals as a shop drawing with engineering backup and as appropriate, seals of registered engineers specializing in the particular system.

16.3.2 Incidental design includes all documents, sketches, schematic diagrams, floor plan layouts, equipment schedules and other documents produced by the JOC Contractor to define the work required for projects that the City does not develop formal or abbreviated designs requiring a seal by a registered engineer. Incidental design does not include preparation of designs requiring an architect or engineer seal.

16.3.3 JOC Contractor represents, covenants, and agrees, and contractually assumes the obligation to furnish, all of the required Design Services through properly licensed and

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experienced Design Professionals in complete accordance with all of the duties imposed on a Design Professional under the Agreement Documents, Laws, Regulations, or Legal Requirements, and the common law.

16.3.4 All Design Documents (and all other Project-related documents, models, computer drawings and other electronic expression, photographs and other expressions CADD, and BIM files and images included) that JOC Contractor and/or JOC Contractor's Design Professional(s) prepare in connection with a Job Order and the copyrights therein (collectively, the "Instruments of Service") will be the property of City. JOC Contractor covenants and agrees to execute any additional document reasonably requested by City to confirm such assignment without any additional compensation.

16.4 **CONSTRUCTION SERVICES**

16.4.1 The following subsections of this Section 16.4 set forth requirements beyond those set forth in Section 4 above which apply to Construction Services performed under a Job Order.

16.4.2 JOC Contractor must perform the Work using only those firms, team members and individuals designated by JOC Contractor consistent with each Job Order or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

16.4.3 Construction Phasing

16.4.3.1 City use of the facilities is anticipated while the Work is being performed. The Work must be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in the building and agencies in the vicinity and to other craftsmen who may have to do work in the affected facilities. Any blockage of building exits or driveways must be coordinated in advance.

16.4.3.2 If applicable, furniture, portable office equipment and wall appurtenances not rigidly fastened to the walls must be moved by JOC Contractor, protected from damage and replaced to the original position upon completion of the work. If the work required by the Job Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by City. Incidental costs associated with moving one-piece furnishings up to approximately 150 pounds to perform such tasks as painting, carpet or tile replacement, etc., are considered a general cost of building renovation and must be included in the JOC Contractor's Coefficient. Costs for large scale or wholesale removal and replacement of large quantities of desks or modular workstations, copiers, multiple full file cabinets, etc. to another location or storage outside the work space, or disassembly and reassembly of modular furniture is not considered part of the JOC Contractor's Coefficient and will be priced separately.

16.4.3.3 The work must, so far as practicable, be done in definite sections or divisions and confined to limited areas which must be completed before work in other sections or divisions are begun.

16.4.4 Work Site Conflicts. In the event of a conflict between JOC Contractor and others in an occupied facility or where other Contractors are performing work on the same facility under other Agreements, City will decide to dispute and that decision will be final.

16.4.5 Ownership of Work Product. Work Product prepared or otherwise created in connection

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with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. §101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, JOC Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

16.5 **OPTIONAL LIQUIDATED DAMAGES**

16.5.1 Specific Job Orders. City will have the right to assess liquidated damages in relation to any specific JOC Project Agreement as set forth below.

16.5.2 Substantial Completion Liquidated Damages. JOC Contractor acknowledges and agrees that if JOC Contractor fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and JOC Contractor agree that if JOC Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

16.5.3 Final Acceptance Liquidated Damages. For the same reasons set forth in Section 16.5.2 above, City and JOC Contractor further agree that if JOC Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under any specific JOC Project Agreement.

16.5.4 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 may apply to any specific JOC Project Agreement.

16.5.5 City may deduct liquidated damages assessed pursuant to this Section 16.5 from any unpaid amounts then or thereafter due JOC Contractor under the Agreement or any specific JOC Project Agreement between JOC Contractor and City. Any liquidated damages not so deducted from any unpaid amounts due JOC Contractor must be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable to JOC Contractor.

16.6 **PERFORMANCE MEASUREMENT**

16.6.1 Performance Assessment. After the Final Acceptance of Work under each Job Order, City will complete a written evaluation of the performance of JOC Contractor on the Job Order.

16.6.2 Consideration in Assignment of Work. JOC Contractor's record of cost, schedule and quality performance and comparative assessments will be significant considerations in City's determination whether to award future Job Orders. JOC Contractor agrees that any determination by City not to not award future Job Orders or Option periods based on performance will be at the sole discretion of City.

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## SECTION 17 - PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION MANAGER AT RISK

### 17.1 ADDITIONAL DEFINITIONS

The definitions set forth in Section 2 and 15.1 above will apply to all Pre-Construction Services Agreements.

### 17.2 GENERAL

17.2.1 CM@Risk must perform the Services required by, and in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under similar conditions. CM@Risk must, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices.

17.2.2 As a participating member of the Project Team, CM@Risk must provide to City and Design Professional a written evaluation of City's Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CM@Risk must prepare a Baseline Cost Model that validates City's budget. The Baseline Cost Model must include all assumptions and basis of estimates in enough detail so that the Project Team can compare future detail estimates to the Baseline Cost model for variances. City and Design Professional will provide all the reasonably required data that is available in order to reach agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.

17.2.3 CM@Risk must attend Project Team meetings, which may include, but are not limited to, bi- weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. CM@Risk attendance at design or other meetings in which CM@Risk is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness will be grounds for termination of CM@Risk Agreement for default.

17.2.4 CM@Risk must provide Pre-Construction Services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk must promptly notify City in writing whenever CM@Risk determines any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work that deviates more than the allowed contingencies within the Baseline Cost Model or requires an adjustment in the Baseline Cost Model, Detailed Cost Estimate, Detailed Project Schedule, GMP Proposals and/or in the Agreement Time for the Work, to the extent such as established.

17.2.5 CM@Risk when requested by City, must attend, make presentations and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CM@Risk must provide drawings, schedule diagrams, budget charges and other materials describing the Project when their use is required or appropriate in any such public agency meetings.

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17.2.6 Ownership of Work Product. All Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or material, in whatever form created (e.g., electronic or printed) and in all media now know or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C.
§101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

17.2.7 CM@Risk represents to City in completing Pre-Construction Services and providing the reports and analysis required thereunder, that Work can be properly and timely constructed within the GMP Proposal, if accepted. CM@Risk does not assume any design responsibilities unless specifically called for in the scope of work, but CM@Risk will be responsible for their errors, omissions or inconsistencies included in the Work.

17.3 **DETAILED PROJECT SCHEDULE**

17.3.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Detailed Project Schedule requirements. CM@Risk must, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule must be developed as part of the Baseline Cost Model. The Detailed Project Schedule must use the Critical Path method ("CPM") technique, unless required otherwise, in writing by City. CM@Risk must use scheduling software acceptable to City to develop the Detailed Project Schedule. The Detailed Project Schedule must be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule must indicate milestone dates for the phases once determined. As part of construction phase, City may require CM@Risk to prepare a "resource loaded" schedule for all work, including work performed by Subcontractors, detailing each of the project tasks and the required/anticipated number of personnel per day for each task. CM@Risk must also indicate on the schedule its ability to meet said required/anticipated personnel requirements.

17.3.2 CM@Risk must include and integrate in the Detailed Project Schedule the services and activities required of City, Design Professional and CM@Risk including all construction phase activities based on the input received from City and the Design Professional. The Detailed Project Schedule must define activities as determined by City to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by City. The Detailed Project Schedule must include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings

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and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities to the extent authorized by City, relationships between the activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Acceptance.

17.3.3 A Baseline Project Schedule must be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CM@Risk must update and maintain a detailed Project Schedule throughout pre-construction such that it will not require major changes at the start of the construction phase to incorporate CM@Risk's plan for the performance of the construction phase Work. CM@Risk must provide updates and/or revisions to the Detailed Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. CM@Risk must include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

17.3.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and City approves, CM@Risk must review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CM@Risk must take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

17.3.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CM@Risk must identify all long lead time materials, fabrications, equipment, or other items which may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule

17.3.6 Equipment Plan. Contractor must develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CM@Risk or subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to City and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment, but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.

## 17.4 DESIGN DOCUMENT REVIEWS

17.4.1 CM@Risk must evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.

17.4.2 CM@Risk must recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CM@Risk to construct the Project. These additional

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investigations, if agreed to be necessary by the Project Manager and the Design Professional, will be acquired by City and copies of the reports will be provided to CM@Risk.

17.4.3 CM@Risk must meet with the Project Team as required to review designs during their development. CM@Risk must familiarize itself with the evolving documents through pre- construction. CM@Risk must proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CM@Risk must furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CM@Risk must use established value analysis principles in recommending cost effective alternatives.

17.4.4 CM@Risk must routinely conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews must attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.

17.4.4.1 CM@Risk must evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; and (g) the design maintains continued operation of the existing City systems and maintains traffic on adjacent roadways. CM@Risk must also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and must promptly inform the Project Team of any issues.

17.4.4.2 CM@Risk must check cross-reference and complementary Drawings and sections within the Specifications and in general evaluate whether: (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.

17.4.4.3 The results of the reviews must be provided to Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. CM@Risk must meet with Project Team to discuss any findings and review reports.

17.4.4.4 CM@Risk's reviews must be from a Contractor's perspective, and though it will serve to eliminate/reduce the number of RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not CM@Risk.

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17.4.5 It is CM@Risk's responsibility to assist the Design Professional in ascertaining that, in CM@Risk's professional opinion, the Construction Documents are in accordance with applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules and regulations, it must promptly notify the Project Team in writing, describing the apparent variance of deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules and regulations.

17.4.6 The Project Team will routinely identify and evaluate using value analysis principles and alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a high quality and fully functional Project consistent with the Project Program. If the Project Team agrees, CM@Risk in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. City, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CM@Risk suggested alternatives into the Drawings and Specifications. CM@Risk must analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and City's approval prior to the establishment of the GMP.

17.5 **BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

17.5.1 At the conclusion of the Master Planning and Programming, if required, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must develop a Baseline Cost Model for review by the Project Team and approval by City. Once approved by City, the Baseline Cost Model will be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by City prior to the start of construction. It is the responsibility of CM@Risk to ensure City has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction so construction can be completed within the Agreement Time. The Project Detailed Cost Estimate will be the best representation from CM@Risk of what the complete functional Project's construction costs will be as indicated by the most current available documents and will be constantly checked against the Baseline Cost Model. CM@Risk must communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model must support CM@Risk's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by City.

17.5.2 After receipt of the Design Professional's most current documents from certain specified pre- construction milestones, CM@Risk must provide a draft Detailed Cost Estimate including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CM@Risk will reconcile any disagreements on the estimate to arrive at an agreed upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are:

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Master Planning and Programming, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Drawings, If no consensus is reached, City will make the final determination. If the Project Team requires additional updates of the Detailed Cost Estimate beyond that specified in this paragraph, CM@Risk must provide the requested information in a timely manner.

17.5.3 If at any point the Detailed Cost Estimate submitted to City exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Section 17.5.2 above, CM@Risk must make appropriate recommendations to project Team on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than the established Project Team's Baseline Cost Model.

17.5.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 50% Construction Drawings and included with the associated report, CM@Risk must also submit to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values must be based on City standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values must be directly related to the breakdowns reflected in the Detailed Project Schedule and CM@Risk's Detailed Cost Estimate. In addition, the Schedule of Values must: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.

17.5.5 CM@Risk is to track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model and the Master Planning and Programming Detailed Cost Estimate, and then (unless other levels of completion are agreed to in writing in the Construction Documents) between the Detailed Cost Estimates for each of the pre-construction milestones thereafter, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Documents, and the bid packages for all Phases.

17.5.6 Upon request by City, CM@Risk must submit to City a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CM@Risk during the design and construction phases. In addition, if requested by City and based on information provided by City, CM@Risk must prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist City in the financing process.

17.5.7 Construction Water. CM@Risk must estimate the quantity of water to be used and include the cost thereof in each Detailed Cost Estimate and GMP Proposal provided by City.

17.6 **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

17.6.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal: (1) qualifications-based selection; or (2) a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CM@Risk. In any case, CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers, and for compliance with the requirements of

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Title 34 of the Arizona Revised Statutes in the selection of a Subcontractors/Suppliers, to the extent applicable. CM@Risk must comply with its Subcontractor Selection Plan submitted with its Statement of Qualifications.

17.6.2 City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when CM@Risk can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CM@Risk will be billed in accordance with the GMP for actual costs and may be subject to audit by City.

17.6.2.1 Qualifications based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.

17.6.2.2 If a Subcontractor/Supplier selection plan was submitted and agreed to by City, CM@Risk must apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide City with its review and recommendations.

17.6.2.3 CM@Risk must receive written City approval for each selected Subcontractor(s) and Supplier(s).

17.6.2.4 CM@Risk must negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

17.6.3 All Work must be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 17.6.2 above.

17.6.3.1 CM@Risk must develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, CM@Risk may request approval by City to submit less than three names. Without prior written notice to City, no change in the recommended Subcontractors/Supplies will be allowed.

17.6.3.2 If City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, CM@Risk must nominate a substitute Subcontractor/Supplier that is acceptable to City.

17.6.3.3 CM@Risk must distribute Drawings and Specifications, and when appropriate, conduct a Pre- Bid Conference with prospective Subcontractors and Suppliers.

17.6.3.4 If CM@Risk desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and City concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CM@Risk may be authorized to self-perform Work without bidding or rebidding the Work. When CM@Risk self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by City.

17.6.3.5 CM@Risk must receive, open, record and evaluate the bids; provided, however, that if CM@Risk or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids must be received, opened, recorded and evaluated by Project Manager

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instead of CM@Risk. Bids for each category of Work must be opened and recorded at a pre-determined time. The apparent low bidders must be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids must be done with Project Manager in attendance to observe and witness the process. CM@Risk must resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.

17.6.4 CM@Risk will be required to prepare two different reports on the subcontracting process.

17.6.4.1 Within fifteen days after each major Subcontractor/Supplier bid opening process; CM@Risk must prepare a report for City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report must detail: (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each sub-agreement; (b) the sum of all recommended Subcontractor/Supplier bids received; (c) and trade work and its cost that CM@Risk intends to self-perform, if any.

17.6.4.2 Upon completion of the Subcontractor/Supplier bidding process, CM@Risk must submit a summary report to City of the entire Subcontractor/Supplier selection process. The report must indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

17.6.5 The approved Subcontractors/Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

17.6.6 If after receipt of sub-bids or after award to Subcontractors and Suppliers, City objects to any nominated Subcontractor/Supplier or to any self-performed Work without any reasonable basis, CM@Risk must nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by City, CM@Risk's proposed GMP for the Work or portion thereof must be correspondingly adjusted to reflect any higher or lower costs form any such substitution.

17.7 **GMP PROPOSAL**

17.7.1 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work (as set forth in Section 15.2) in each phase of the Work that is being proposed plus the current estimate for all other Work. City will not approve the GMP for the phase of work without a total estimate for the complete Project. City may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CM@Risk must be based on and consistent with Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

17.7.2 A GMP Proposal for the entire Project will be the sum of the Cost of the Work, CM@Risk Fee, and General Conditions Cost. CM@Risk guarantees to complete the Project at or less than

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the final GMP Proposal amount plus approved Change Orders. CM@Risk will be responsible for any costs for expenses that would cause the Cost of the Work actually incurred, including the Construction Fee and General Conditions Costs, to exceed the GMP.

17.7.3 CM@Risk must prepare its GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 100% Construction Drawings. CM@Risk must mark the face of each document of each set upon which its GMP Proposal is based. These documents must be identified as the GMP Plans and Specifications. CM@Risk must send one set of those documents to the Project Manager, keep one set and return the third set to the Design Professional.

17.7.4 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values must be included in any GMP Proposal(s), all of which must reflect the GMP Plans and Specifications the Detailed Project Schedule must be shown in relationship to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions must continue to comply with the requirements of Section 17.3.1 through 17.3.5.

17.7.5 GMP Proposals(s) Review and Approval

17.7.5.1 CM@Risk must meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers inconsistencies or inaccuracies in the information presented, CM@Risk must make adjustments as necessary to the GMP Proposal.

17.7.5.2 If during the review and negotiation of GMP Proposals design changes are required, City may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specification will be furnished to CM@Risk. CM@Risk must promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed upon assumptions and clarifications.

17.7.6 All portions of or items comprising the GMP Proposal are subject to audit by City, as deemed appropriate by City, including, without limitation, any based upon unit prices or Work to be self- performed by CM@Risk, or its affiliates.

17.8 **PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES**

17.8.1 Requests for monthly payments by CM@Risk for Pre-Construction Services must be submitted monthly and must be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment must include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of work completed during the preceding month.

17.8.2 In no event will City pay more than seventy-five (75%) of the Agreement Price until acceptance of ALL Pre-Construction Services and award of the final approved Construction Services Agreement for the entire Project by City Council. If CM@Risk does not prepare a

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GMP Proposal that is acceptable to City, or the GMP Proposal exceeds the City's Construction Budget, then CM@Risk understands and acknowledges that it will forfeit any right to receive the 25% of the Agreement Price being retained by City.

17.8.3 CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of City during the progress of any portion of Pre-Construction Services specified in this Agreement. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CM@Risk to proceed to complete any such Services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of City of any of their respective legal rights herein.

17.8.4 No compensation to CM@Risk will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

17.8.5 If any service(s) executed by CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CM@Risk, CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

17.9 **SURVIVAL OF THE DESIGN SERVICES AGREEMENT, DUTIES, OBLIGATIONS AND WARRANTIES**

If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of CM@Risk under the Pre- Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

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## SECTION 15 – APPENDICES

The following Appendices attached hereto are referenced in the General Conditions and are incorporated herein.

Appendix 1 – Policy Statement for Calculating Delays and Damages
Appendix 2 – Cost Reduction Incentive Proposals for Design Bid Build Agreements
Appendix 3 – Contractor's Affidavit Regarding Settlement of Claims
Appendix 4 – Forms of Performance Bond
Appendix 5 – Forms of Payment Bond
Appendix 6 – Dispute Resolution
Appendix 7 – Certificate of Completion
Appendix 8 – Construction Sign Detail
Appendix 9 – Cost of the Work (Applicable solely to Construction Manager at Risk and Job Order Contracting)
Appendix 10 Landscape Establishment Period

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# CALCULATING DELAYS AND DAMAGES

The purpose of this policy statement is to establish guidelines and procedures for negotiation between the Contractor and City of Chandler relating to compensation for delays pursuant to Arizona Revised Statutes (A.R.S.) 34-221(F). This policy statement contains notice requirements in addition to those set forth in the Agreement Documents, and will be the Agreement Provision contemplated by that statute.

NOTE: As used herein, the term "Engineer" will refer to the City of Chandler City Engineer or his/her designated representative. Nothing in this Policy Statement will be construed to void any provision in the Agreement which requires timely notice of delays or provides for arbitration or any other procedure for settlement or provides for liquidated damages.

I. TYPES OF DELAYS:

For the purposes of this document, there are essentially four types of delays encountered by City of Chandler Construction Contractors; excusable/compensable, excusable/non-compensable, non- excusable, and concurrent. Only delays that extend Agreement Completion Time set forth in the Agreement Document will be considered for issues relating to Agreement extensions or additional compensation. All other delays are considered to be activity delays and do not entitle the Contractor to either time extensions or additional compensation. Agreement Completion Time will be defined as the date set forth in Maricopa Association of Governments (MAG) Uniform Standard Specification Section 101 and as may be modified by the Agreement Documents.

A. Excusable/Compensable:

These are delays caused solely by the City's actions or inactions, are unreasonable under the circumstances, and which were not within the contemplation of the parties to the Agreement at or prior to the time of execution of the Agreement. Since the Contractor presumably has no control over the events causing the delay, he may be entitled to both Agreement time extensions and additional compensation for delay damages. Further, he/she may be entitled to additional compensation from the impact of that delay on other work. Examples of excusable/compensable (E/C) delays include: failure to properly locate an underground City-owned utility within 2 feet of the actual location; failure to relocate City-owned utilities far enough in advance of construction in an area where the Contractor is scheduled to work that it delays start or completion of the Contractor's regularly scheduled work; failure to provide City-furnished equipment or materials in a timely manner if required by the Agreement; failure to acquire necessary Right-of-Way or Public Utility Easements prior to the Contractor beginning Work in the area; failure to timely return Shop Drawings or other Agreement Submittals in accordance with the Agreement; unreasonable delay by the City in making decisions which affect critical activities; surveying errors when the City is contractually responsible for providing Project Surveying. This list is not meant to be all inclusive, but is intended merely as examples of the type of City action or inaction which can result in a Contractor's claim for additional time and compensation.

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B. Excusable/Non-compensable:

These are delays over which neither the City nor the Contractor had control. Since both parties to the Agreement have been potentially damaged by the delay, but neither have caused it, only Time Extensions are warranted. Examples of excusable, non-compensable (E/N) delays include: unusually severe weather; fire; acts of God; failure of non-City owned utilities (SRP, CenturyLink, Cable TV, Southern Pacific Railroad, and Southwest Gas, etc.) to properly or timely locate accurately; failure of non-City owned utilities to relocate in advance of construction; the voluntary or involuntary filing for Bankruptcy protection by a Supplier or Subcontractor which causes the Supplier/Subcontractor to fail to meet a contractual deadline provided the Contractor can provide documentation that he/she executed the required Purchase Orders/Subcontract Agreements and received delivery schedules which, if met, would have eliminated the delay; delays as a result of an incomplete shutdown of a City or non-City owned utility main (the City does not guarantee a complete shutdown). This list also is not necessarily all inclusive but merely indicative of type and class of E/N delays.

C. Non-excusable/Non-compensable:

These are delays caused by the actions or inactions of Contractor or an officer, employee, agent, Subcontractor, Supplier or any other party for whom the Contractor is responsible. Since the Contractor has assumed responsibility for the risks associated with the events that caused the delay, he/she are not entitled to either time extensions or monetary delay damages. All non-excusable delays are also non-compensable. Examples of non- excusable, non-compensable (N/N) delays include: failure to perform by the Contractor, its Subcontractors and/or Suppliers (except as noted in section I.B above); failure to provide adequate labor, materials, and/or equipment on the Project; failure to perform contractually-required coordination with utilities, agencies and other Contractors; failure to notify the Engineer, in writing, of delay impacts within two working days, as required by MAG 104.2.3, or the next work day, as required by MAG 109.8.2; failure to timely submit Shop Drawings; failure to pothole or otherwise visually locate utilities sufficiently ahead of the Work to allow the Engineer to direct corrective action when necessary; delays due to retesting of previously failed work, re-inspection, and/or restaking resulting from faulty workmanship, poor quality control, or lack of compliance with Agreement Specifications. Again, this list is not necessarily all inclusive.

D. Concurrent:

When two or more delays occur simultaneously or overlap, each delay is analyzed separately to determine its impact on the overall project completion date based on when that delay started. Once again, only those delays which actually extend the Agreement completion time are considered as delays. The concurrent delay is considered an additional delay only to the extent it prolongs the delay to the Agreement Completion Time beyond the date that the one it is concurrent with had already delayed that date. For example, if two delays are concurrent, and one is five days long and the second is seven days long, the second concurrent delay will only extend the Agreement Completion Time by two days. The same method of analysis is

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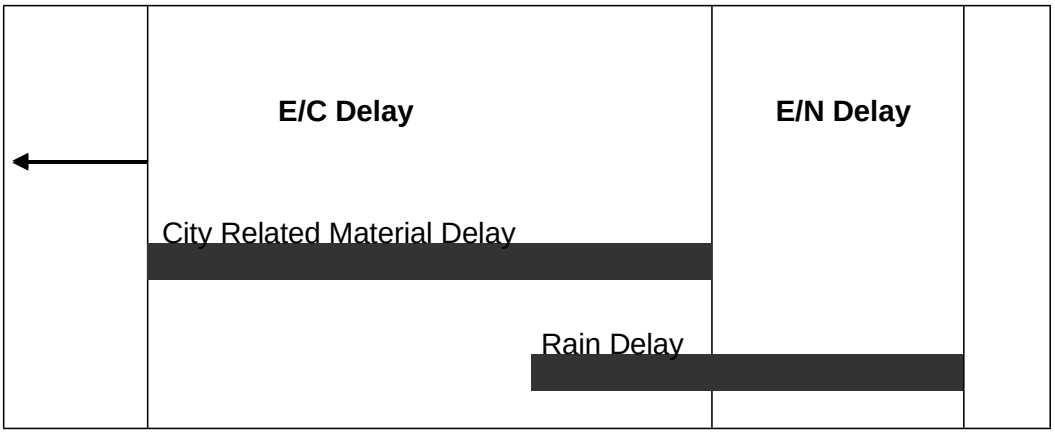
used when there are multiple concurrent delays. Only those extending the Project Completion Date are considered to be delays for the purposes of this policy. The portion of each concurrent delay that delays the completion of the work is classified in the same manner as described previously for individual delays and being either E/C, E/N or N/N.

An example of a concurrent delay is where the City delays furnishing material, but the Contractor could not have installed it anyway due to unusually severe weather. The effect of the first delaying activity will extend for the full duration and will be considered controlling on the Contractor's schedule. A subsequent, concurrent delay will thereafter only be considered to effect the project completion (if at all) once the first delaying activity has ceased to impact the project completion. In this case, if the unusually severe weather continued and delayed the work after the material was delivered, the first portion of the delay would be classified E/C (delay for material) and the second as E/N (delay due to unusually severe weather). Using the procedure set forth above, the entire concurrent portion would be considered E/C as shown in the chart which follows.

Example of a Concurrent Delay:




II. ANALYZING THE DELAY:

The Contractor must provide all documents required or requested by the Engineer to analyze the delay(s). It is important to understand that, prior to the delay analysis, delays and their impacts are alleged issues. The information the Contractor provides will be compared with the Inspector's Daily Log, Schedules and other available Project information and together they will support or refute that delays occurred and, if so, how they impact other work and the overall project completion. The Contractor's delay in providing these documents will be considered prima facie evidence that either the delay did not occur or it did not impact the Project Completion Date and any claim for time extension or damages will be denied.

The Engineer will accept delay analyses in CPM format, as these may demonstrate to his/her satisfaction whether or not Project Completion has been impacted by a specific event. If the Contractor chooses not to use CPM scheduling procedures, then the burden will be on the Contractor to prove to the Engineer's satisfaction that the Project Completion has been impacted. The procedures

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below assume that the Contractor is using CPM scheduling methods. As a minimum the Contractor must provide the following materials to the Engineer:

A. As-Planned Schedule. The initial construction schedule, required by the Agreement Documents, will be considered the baseline schedule. It is to the Contractor's advantage that the As-Planned (baseline) Schedule be as detailed as possible in order for delays, as they occur, to be incorporated into the schedule in representative locations. It is also to the Contractor's advantage to use a computer software program to generate the schedule since updated schedules are required monthly by the Agreement Documents and since updated schedules are required to support delays and requests for additional compensation for delays. The As-Planned (baseline) Schedule must be presented in network format which clearly shows the interrelationships of the activities. The Contractor must also provide a printout of the activities showing early start, early finish, late start, late finish, duration and float. The activity list printout must also indicate predecessor and successor activities.

B. As-Built Schedules. The as planned (baseline) schedule must be updated with complete progress-to-date information (actualized) up to the date of the start of the alleged delay. Each updated schedule will serve as the as-built schedule for analyzing the alleged delay and provide a new baseline as-planned schedule for the next delay. This process must be repeated for each alleged delay as it occurs. In updating the baseline schedule, the alleged delay must be treated as an activity and inserted into the schedule as a predecessor to the impacted activity (ies). When an activity that has already started is impacted, it is preferable to divide this activity into two parts and show the impact affecting the second part. For schedules which incorporate a time line (or data date), the delay activity must be inserted at the time it actually occurred. Some software scheduling programs have a PAUSE-RESUME feature that can be used to facilitate the requirements. The updated schedule must also be accompanied by a listing of activities as with the baseline schedule. This activities list must contain the alleged delay as an activity showing the duration and the activities which are predecessors and successors to it. When computer generated schedules are used, the Contractor must provide, in electronic media format, the complete data files for the updated schedule that included the delay activity, preferably either in Suretrak or in Microsoft Project. Each electronic media must contain a label identifying the Project name, Contractor's name, program name and version number, data date and project finish date.

C. Other Documents: In order to determine the amount of the alleged delay and if it is compensable, the Contractor must provide all backup documentation relevant to the issue and as required by the Engineer. This documentation must include copies of such items as: purchase orders; delivery schedules; correspondence; memoranda of telephone calls; force account daily worksheets (initialed by the Inspector); payroll data; estimating (bid) worksheets; and any other materials which may be requested by the Engineer.

D. Procedure: Only after receipt of sufficient documentation will the Engineer analyze each alleged delay and determine if it is supported or refuted. If supported, the Engineer will determine if it is excusable or non-excusable, compensable or non-

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compensable. If the Engineer determines that the delay did not affect the Project Completion, the as-planned schedule, which has been updated to the date of the alleged delay, must be revised to indicate this. If the Engineer determines the delay did occur but was N/N, then no time extension will be granted. It is imperative that an actualized schedule be submitted as soon as the occurrence of the alleged delay is known. In no event will the Contractor submit an actualized updated schedule later than 60 days after the occurrence of the alleged delay becomes known.

If the Engineer determines the delay did occur and was excusable but, due to a reason listed in section I.B. is non-compensable, he/she will determine the length of the E/N delay and prepare a Change Order to add that time to the Agreement. The Engineer's decision will be final.

If the Engineer determines the delay was excusable and compensable, he/she will determine the length of the E/C delay and proceed to review the Contractor's damage calculations in accordance with Section III. The Engineer will check the Contractor's calculations, review the backup documentation provided, and prepare a Change Order to cover both the additional compensation and the time extension. The Engineer's decision on both the time extension and additional compensation for the delay will be final.

If the issue involves a concurrent delay, the Engineer will analyze available data to determine the portions which are E/C, E/N, and/or N/N as described above. The Engineer will proceed to determine the length of E/C delay and verify the Contractor's delay damage calculations, if any are provided. Upon completion of this review, the Engineer will prepare a Change Order for the Contractor's review and signature. The Engineer's decision regarding excusable delay and additional compensation for the delay is final.

The amount of time the Engineer will require to analyze the alleged delay(s) will depend upon the Engineer's workload, the complexity of the delay analysis, availability of supporting data, extent of cooperation by the Contractor, and other factors beyond the Engineer's control. It is entirely possible other delay(s) may occur while the Engineer is analyzing particular claim for delay(s). The Engineer's failure to respond to the Contractor in a set period of time will not be used as the basis for a further delay claim or as justification for extending and existing delay claim. The time required for delay analysis by the Engineer will not be counted against the time allotted for processing Final Payment as required by (MAG Section 109.7(B)) or the release of retention and Final Payment as prescribed by A.R.S. Arizona Revised Statutes §34-221.

III. CALCULATING MONETARY DELAY DAMAGES:

Additional compensation for delay, when authorized by the Engineer, will be calculated in accordance with MAG Section 109.5 ACTUAL COST WORK with the following exceptions:

A. No additional compensation or other monetary damages will be awarded or paid for any loss of anticipated profits by the Contractor, Subcontractors or Suppliers.

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B. No additional compensation or other monetary damages will be awarded for home office overhead or non-project general conditions of the Contractor, Subcontractors or Suppliers.

C. Equipment:

1. Contractor-owned equipment rate calculations must be computed in accordance with Section 109.04(D)(3), Arizona Department of Transportation "Standard Specifications for Road and Bridge Construction," 2008 or latest edition and as modified herein. Year and regional adjustment factors must be based on the most recent publications of the Rental Rate Blue Book for Construction Equipment, published by the Equipment Guide-Book Company, San Jose, CA, same as provided by ADOT and in print as of the date of alleged delay. In no event will the compensation for Contractor-owned equipment exceed the purchase price, including tax, paid by the Contractor for the equipment. Compensation will not be allowed for small tools or equipment that show a daily equipment rental rate of less than $5.00 per day or for unlisted equipment that has a value of less than for hundred dollars ($400.00).
2. For leased and rented equipment or equipment not otherwise listed in the Blue Book, rental contracts, or other supporting data will be used to establish the hourly rate. No hourly operating expense will be allowed for delay on standby equipment. In no case will equipment be considered for rental which exceeds the hourly rate for the first eight hours and the daily rate divided by eight for all additional hours as compared with similar equipment listed in the Blue Book. The hourly standby rate must be computed as the lesser of:

    a. Dividing the monthly invoice or rental value by 176 hours per month when the equipment is utilized by the Contractor for more than three weeks;

    b. Dividing the monthly invoice or rental value by 40 hours per week when the equipment is utilized by the Contractor for more than three days.

    In no event will compensation be paid for delay at more than 8 hours per day or 40 hours per week.

3. Except for vehicles used by supervisory personnel, all equipment will be paid at the "standby" rate during the delay period.

4. Equipment brought solely to mitigate the delay (such as pumps, light plants, etc.) may be paid in accordance with ADOT section 109.04(D) (3).

5. The Blue Book regional adjustment will apply in determining rental rates.

D. Material:

Allowable material charges may include, in addition to material incorporated in the

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work material used to mitigate the delay such as barricades, plates, shoring, cold mix, etc. Except in emergencies the Contractor will not employ such material without the prior written approval of the Engineer.

E. Labor:

1. Except for Supervisory Personnel (Superintendent, Project Engineer, and Foremen), labor wages will not be paid after the first one-half day of claimed delay or impact. It is expected the Contractor will reassign or layoff unneeded employees.

2. For Foreman wages to be included, that Foreman must have been actively employed on the project prior to the commencement of the delay and be directly responsible for the activity being delayed.

3. Labor burden must be actual amounts incurred but must not exceed the ADOT approved rate.

F. All costs (equipment, material, and labor) must be substantiated by the City of Chandler's Daily Work Reports.

IV. DOCUMENT REQUIRED FOR CLAIM ANALYSIS:

For purposes of reviewing the Contractor's request for additional compensation, it will be required that the Contractor submit the following listed information. Information requested must be prepared on forms which are substantially similar to the City of Chandler's Daily Work Report form, a copy of which is attached as an exhibit.

A. Labor:

For each employee, laborer, and foreman, for which compensation is requested: Name, classification, dates of work performed, daily hours worked, total hours worked, labor rates, labor burden rates, overtime or premium time charges. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Certified payroll reports for the period of work claimed.
2. Accounting of Fringe Benefits – certified by a CPA.
3. Contractor's and Subcontractor's daily field reports and daily diaries.

B. Materials:

For all materials for which compensation is requested, if any, total quantities of materials, prices, extensions and transportation costs must be provided on a daily basis. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Invoices for all materials incorporated.
2. Weigh tickets.
3. Purchase orders.

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4. Delivery schedules.
5. Quotes or proposals from manufacturers or supplier.
6. Freight bills, Bills of Lading, or other documentation to show transportation costs.
7. Restocking charges-invoices from vendor.

C. Equipment:

For all equipment, the Contractor must provide the Engineer with the designation, dates and hours of usage, dates and hours of standby, if any, daily hours, total hours, rental rates and extension for each unit of equipment and machinery. Rental rates will be as established in Section III. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Owned:
   a. Purchase contracts(s).
   b. Depreciation schedule(s).
   c. Invoices for fuel, lube, repairs and other operating costs.

2. Leased:
   a. Lease agreement with hourly rate, overtime rate, double shift rate, etc.
   b. Invoices or other documentation showing hours worked on a daily basis.

D. Subcontractors/Owner-Operators:

In the event the Contractor submits a claim which includes requests for compensation for Subcontractors of Owner-Operators, the same information requested of the Contractor must be provided by the Subcontractor/Owner-Operator. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Bid/Estimate work sheets and/or spreadsheets.
2. Subcontract Agreements or Agreements with Owner-Operator.
3. All invoices and billing statements received from the Subcontractor/Owner-Operator which relates to the amount requested.

E. Miscellaneous:

Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Evidence of payment for bonds and insurance premiums (MAG 109.5.6).
2. Taxes – unless the Contractor can show otherwise, taxes are reimbursable at 65% of the total cost (less bonds and insurance).

V. TIME LIMIT ON SUBMISSIONS OF CLAIM FOR DELAY OR IMPACT DAMAGES:

No claims for delay or impact damages will be considered or allowed more than 45 days after the event or occurrence which the Contractor claims gives rise to the delay or impact. In no event will a

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claim for delay or impact damages be considered after submission by the Contractor of the Final Payment Request.

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# COST REDUCTION INCENTIVE PROPOSALS FOR DESIGN BID BUILD AGREEMENTS

The Contractor may submit to the Engineer proposals for modifying the Plans, Specifications, or other requirements of the Agreement for the sole purpose of reducing the total cost of Project construction. The proposals must not impair in any manner the essential functions or characteristics of the project; including but not limited to service life, economy of operations, ease of maintenance, desired appearance, compatibility with existing or planned equipment, standardization of systems, or design and safety standards.

It must not be inferred from this Policy that the Engineer is required to consider any proposal submitted.

Submissions that propose changes in the basic design of a bridge, propose changes in pipe line size, materials, bedding conditions, pipe specifications; or that propose any change in pavement design will not be considered.

Proposals submitted pursuant to this Policy will be identified as Cost Reduction Incentive Proposals. They must be submitted in writing and, at a minimum, contain the following.

1. Complete the attached or similar cost reduction incentive proposal form.

2. A description of both the existing Agreement Requirements for performing the work and the proposed changes.

3. All Engineering Drawings and computations necessary for the thorough and expeditious evaluation.

4. An itemization of the existing Agreement Requirements that must be changed if the Proposal is adopted and a recommendation as to the manner in which the change should be made.

5. A detailed estimate of the cost of performing the Work under the existing Agreement and under the proposed changes, including the cost of developing and implementing the changes.

6. The Agreement items affected by the proposed changes and any variations in quantities resulting from the changes.

7. An objective estimate of any effects the proposal will have on collateral cost to the City, costs of related items, and cost of maintenance and operation.

8. A statement as to the effect that the Proposal will have on the time for the completion of the Project.

9. A statement as to the time by which a Change Order adopting the Proposal must be executed or when the Engineer must have given verbal approval.

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Proposals will be processed expeditiously; however, the City will not be liable for any delay in acting upon any Proposal nor for any failure to accept any Proposal pursuant to this Special Provision.

The Engineer will be the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of the Proposal. The Contractor will be notified in writing by the Engineer as to whether his/her Proposal has been accepted. The decision by the Engineer is final.

When the City deems such action to be appropriate, it reserves the right to require the Contractor to share equally in the cost to the City of investigating, evaluating, and processing the proposal as a condition for the consideration of such Proposal. Such cost must be shared whether the Proposal is accepted or rejected. When such a condition is imposed, the City will estimate these costs and the Contractor must indicate his acceptance thereof in writing. Such acceptance will authorize the City to deduct the Contractor's share of the costs from any monies due or that may become due to the Contractor under the Agreement.

If the Contractor's Proposal is accepted in whole or in part, the necessary Agreement Modifications and Agreement Price Adjustments will be affected by the execution of a Change Order which will specifically state that it is executed pursuant to this Special Provision.

The Contractor must continue to perform the work in accordance with the requirements of the Agreement until a Change Order incorporating the Proposal has been executed or until he/she has been given verbal approval by the Engineer that his/her Proposal has been accepted. If the Change Order has not been executed or he/she has not been given verbal approval on or before the date specified on the attached cost reduction incentive proposal form or on or before such other date as the Contractor may have subsequently specified in writing, the Proposal may be deemed to be rejected.

The executed Change Order will incorporate the changes in the Plans, Specifications, or other requirements of the Agreement which are necessary to permit the Proposal, or such part of it which has been accepted, to be put into effect, and will include any condition – upon which the City's approval thereof is based, if such approval is conditional. The executed Change Order may also extend the time for the completion of the Agreement if such an extension has been deemed to be warranted by the Engineer as a result of his evaluation of the Proposal.

The executed Change Order will also establish the estimated net savings in the cost of performing the Work attributable to the Proposal effectuated by the Change Order. In determining the net savings, the right is reserved to the Engineer to disregard the Agreement bid prices if, in his/her judgment, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted. The net savings will be established by determining the Contractor's cost of performing the Work, taking into account his/her cost of developing the Proposal and implementing the change, and reducing this amount by any ascertainable collateral costs to the City. The executed Change Order may provide that the Contractor be paid 50 percent of the estimated net savings amount.

The executed Change Order may also provide for the adjustment in Agreement prices. Agreement prices may be adjusted by subtracting the City's share of the accrued net savings.

The amount specified to be paid to the Contractor in the executed Change Order which effectuates a Cost Reduction Proposal will constitute full compensation to the Contractor for the Cost Reduction

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Proposal and the performance of the work thereof pursuant to the said Change Order.

Upon acceptance of a Cost Reduction Incentive Proposal, any restrictions imposed by the Contractor on its use or on disclosure of the information will become void, and the City thereafter will have the right to use all or any part of the Proposal without obligation or compensation of any kind to the Contractor.

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**COST REDUCTION INCENTIVE PROPOSAL FORM**

**TO:** CIP City Engineer

**FROM:**

**PROJECT NAME:** **Runway 4R22L Pavement Rehabilitation**

**CITY PROJECT NUMBER:** **AI2202.401; FAA AIP No.: 3-04-008-032-2023**

**DATE:**

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

ESTIMATED COST SUMMARY (Attached detailed estimate):

| | | |
|---|---|---|
| A. | Original Cost: | $ |
| B. | Proposed Cost: | $ _____ |
| C. | Construction Savings (A-B): | $ _____ |
| D. | Gross Savings (Included OH %, Bond %) | $ _____ |
| E. | Contractor Implementing | $_____ |
| F. | City Implementing Cost: | $_____ |
| | Reduction in Agreement Price (C+D-E-F) x 50%: | $ _____ |

Date by which a Change Order must be issued so as to obtain maximum cost reduction:

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**CITY OF CHANDLER, ARIZONA**
**PUBLIC WORKS & UTILITIES DEPARTMENT**

# CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona
Date _____

**Project Name: Runway 4R22L Pavement Rehabilitation**
**City Project No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023**

To the City of Chandler, Arizona

Gentlemen:

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

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

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

_____
CONTRACTOR

By _____

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

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

_____
Notary Public

_____
My Commission Expires

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# PERFORMANCE BOND

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

**KNOW ALL MEN BY THESE PRESENTS THAT:**_____

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

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

the _____ day of _____, 20___ for construction of **Runway 4R22L Pavement Rehabilitation, City Project No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

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

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

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# PAYMENT BOND

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

**KNOW ALL MEN BY THESE PRESENTS THAT:**_____

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

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20___ for construction of **Runway 4R22L Pavement Rehabilitation, City Project No.: AI2202.401; FAA AIP No.: 3-04-008-032-2023** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

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# DISPUTE RESOLUTION

A. INFORMAL DISPUTE RESOLUTION

The parties to the Agreement agree that time is of the essence in relation to performance of the Agreement and completion of the Project, therefore any and all disputes in relation to the Agreement will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

B. DISPUTE RESOLUTION REPRESENTATIVE ("DRR") PROCESS

1. The Parties under the Agreement agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project ("Claim" or "Claims") will, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

2. The DRR Process will be initiated through service of a DRR Notice as set forth below:

   a. For claims by the Contractor or the Design Professional, the DRR Process will be initiated by the party asserting the claim serving written notice on the City setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
   (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific Agreement provisions in the Agreement Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.

   b. For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Agreement Documents that apply, and the relief requested.

   c. The DRR Notice will be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

3. The other parties will respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response will be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

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4. The designated Dispute Resolution Representatives for the Parties to the claim will then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

5. At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

6. The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

7. Unless otherwise designated in a written notice to the other parties, the City and the representatives of the Contractor and of the Design Professional will act as the parties' designated Dispute Resolution Representatives.

8. If a resolution of the Claim is reached, that resolution must be set forth in writing and must be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Agreement Documents, the Agreement Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties must execute an appropriate written Change Order or Amendment pursuant to the terms of the Agreement Documents.

C. MEDIATION

1. Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to B (5) above, whichever is earlier, will be submitted to mediation as a condition precedent to litigation by either party.

2. The mediation will be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Maricopa County Superior Court to appoint a mediator. The mediation will occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

3. The qualifications for the mediator will be that he/she be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of his/her time involving and/or resolving construction disputes for at least the past five (5) years.

4. Each party will provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties will exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the

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mediator may request, and in the form and at such times, as the mediator may direct.

5. The parties will share the mediator's fee and any filing fees equally. The mediation will be held in Chandler, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation will be specifically enforceable in any court having jurisdiction thereof.

D. LITIGATION

Any claim arising out of or related to the Agreement, except Claims relating to aesthetic effect and except those claims waived as provided for in the Agreement Documents, must be resolved through litigation in the Maricopa County, Arizona Superior Court.

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**CITY OF CHANDLER, ARIZONA**
**PUBLIC WORKS & UTILITIES DEPARTMENT**

**CERTIFICATE OF COMPLETION**

| | | | |
|---|---|---|---|
| **PROJECT NAME:** | **Runway 4R22L Pavement Rehabilitation** | | |
| **CITY PROJECT NO.:** | **AI2202.401; FAA AIP No.: 3-04-008-032-2023** | | |
| ***If Federally Funded:*** | | | |
| **FEDERAL NO.:** | | **ADOT NO:** | |

(*This section to be completed by Prime*)
I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE AGREEMENTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF THE COMPLETION DATE LISTED HERE:

| | |
|---|---|
| **FINAL ACCEPTANCE DATE:** | |

**PRIME CONTRACTOR:**

| | | | |
|---|---|---|---|
| FIRM NAME: | | | |
| PRINCIPAL: | | | |
| TITLE: | | | |
| SIGNATURE: | | DATE: | |

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

| | | | |
|---|---|---|---|
| FIRM NAME: | | | |
| SIGNATURE: | | DATE: | |

**PROJECT ACCEPTED BY CITY OF CHANDLER:**

| | | | |
|---|---|---|---|
| NAME: | | | |
| SIGNATURE: | | DATE: | |

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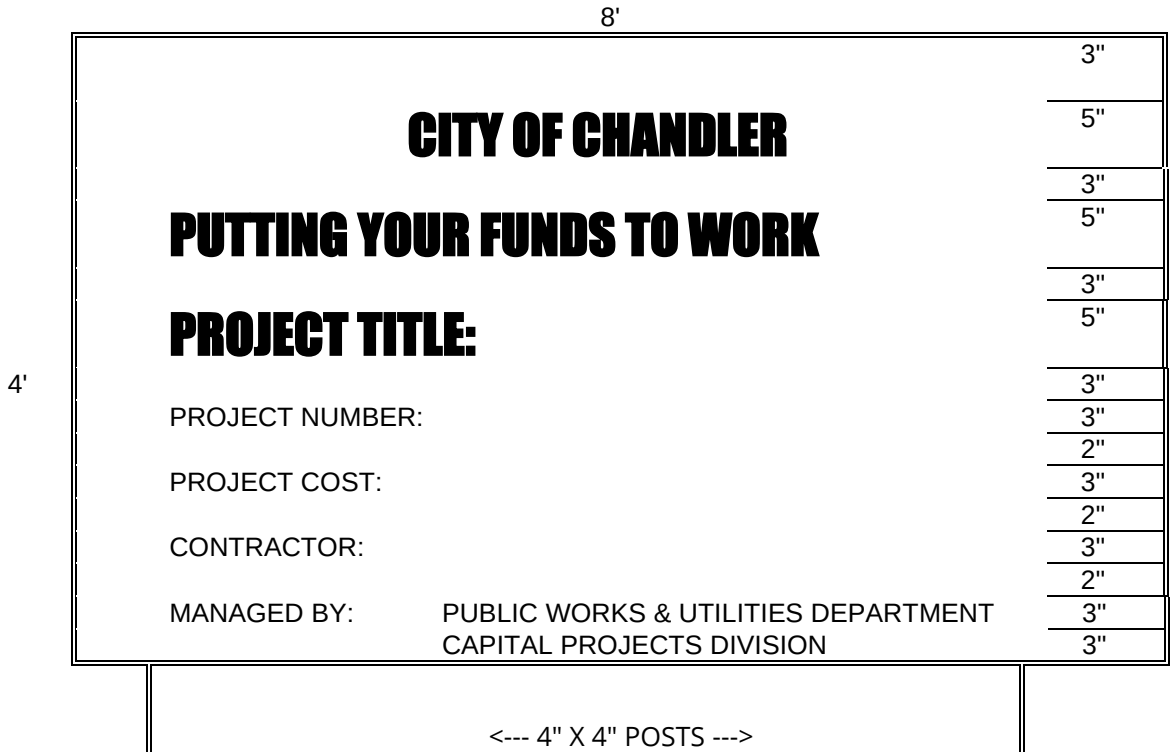
## CONSTRUCTION SIGN DETAIL




NOTES:

SIGN(S) MUST BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS MUST BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN MUST BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS MUST BE NON-REFLECTORIZED GREEN BACKGROUND, AND NON-REFLECTORIZED WHITE LETTERS AND NUMERALS.

ONE SIGN MUST BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN MUST BE ERECTED AT EACH SITE.

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

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# COST OF THE WORK

**(APPLICABLE SOLELY TO CONSTRUCTION MANAGER AT RISK AND JOB ORDER CONTRACTING)**

## SECTION 1 – COSTS TO BE REIMBURSED

### 1.1 Cost of the Work

The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs must be at rates not higher than the standard paid at the place of the Project except with prior consent of City. The Cost of the Work will include only the items set forth in this Section 1.

### 1.2 Labor Costs

1.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with City's approval, at off-site workshops. Cost to be reimbursed will be the actual wages paid to the individuals performing the work.

1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with City's approval. No Contractor personnel stationed at the Contractor's home or branch offices will be charged to the Cost of the Work. Non-field office based Contractor management and support personnel are expected to provide service and advice from time to time throughout the job and his/her time devoted to Project matters is considered to be covered by the Contractor's Fee.

1.2.3 Wages and salaries of Contractor's supervisory or administrative personnel who would normally be stationed at the field office in accordance with Section 1.2.2 but who become engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of his/her time required for the Work. Employee bonuses and/or costs associated with Employee Stock Ownership Plans ("ESOP") will not be considered reimbursable labor or labor burden costs and will be considered non-reimbursable costs considered to be covered by the Contractor's Fee.

1.2.4 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holiday, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 1.2.1 through 1.2.3.

1.2.4.1 Cost of the Work will include the actual net cost to Contractor for worker's compensation insurance attributable to the wages chargeable to the Cost of Work per this Agreement. The actual net cost of worker's compensation must take into consideration all cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, any applicable weekly maximums, etc. Contractor may charge an estimated amount for worker's compensation insurance costs, but will make appropriate cost adjustments to actual costs within 45 days of receipt of actual cost adjustments from the insurance carrier.

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1.2.4.3 Overtime wages paid to salaried personnel (if approved in advance in writing by City) will be reimbursed at the actual rate of overtime pay paid to the individual. No time charges for overtime hours worked on the Project will be allowed if the individual is not paid for the overtime worked.

1.2.4.4 Any overtime premium or shift differential expense to be incurred by Contractor for hourly workers will require City's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Contractor is required to work overtime as a result of an inexcusable delay or other coordination problems caused by the Contractor or anyone he/she is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will be considered as cost not to be reimbursed.

1.2.4.5 Reimbursable labor burden costs will be limited to payroll taxes, worker's compensation insurance, the employer's portion of union benefit costs for union employees working on the Project, and the actual verifiable fringe benefit costs incurred by Contractor for non-union individuals working on the Project subject to the following maximum percentages for the following reimbursable non-union fringe benefit costs. The following maximums (as a percentage of reimbursable actual wages by individual) will apply for each of the following types of fringe benefit costs specifically attributable to each of the non-union personnel working on the Project:

- Medical Insurance, Dental, Life & AD&D Insurance: 12.00%
- Holiday, vacation and other paid time not worked: 10.00%
- Pension Plan Contributions to Vested Employee Account, Simplified Employee Pension Plans, or 401K matching plans (Note: ESOP related costs are covered by the Contractor Fee) 10.00%

For non-union personnel, no other fringe benefit costs (other than the three specific categories listed immediately above, will be considered reimbursable Cost of Work. Any labor burden costs that are in excess of the amounts considered reimbursable or are otherwise not considered reimbursable under the terms of this agreement are intended to be covered by the Contractor Fee.

**1.3 Subcontract Costs**

1.3.1 Payments made by Contractor to Subcontractors in accordance with the requirements of the subcontracts.

1.3.2 For Scope of Work Bid Packages typically performed by Subcontractors, Contractor may "self- perform" such work on an actual cost basis subject to an agreed upon Guaranteed Maximum Price for the "self-performed work". The Contractor must, unless agreed to by City in writing, bid his/her proposed guaranteed Maximum Price for the work to be "self-performed" against at least three other interested trade Contractors. All savings under any such Subcontract for "self-performed work" must be applied to reduce the Cost of Work under the Agreement and the Guaranteed Maximum Price. For purposes of defining "self-performed work" subject to this provision, any division of Contractor, or any separate Contractor or Subcontractor that is partially owned or wholly owned by the Contractor or any of his/her employees or employee's relatives will be considered a related party entity and will be subject to this provision regarding "self-performed work". No self-performed work will

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be allowed to be performed on a Fixed Price basis.

1.3.3 Contractor (with respect to its Suppliers, Subcontractors and all lower tier Subcontractors) must provide City advance written notice and must obtain City's approval for any proposed Subcontract Change Order, Material Purchase Order, or other financial commitment in an amount in excess of $5,000 prior to placing such order or entering into such agreement (regardless of whether or not any such commitment will affect the prime Agreement Guaranteed Maximum Cost). It is agreed that sums applicable to any Subcontract Change Order, Purchase Order or other financial commitment entered into in violation of the above notice and approval requirement will not be included in the amounts owning to Contractor, Subcontractors or Suppliers whether as Costs of the Work or as reasonable termination costs in the event of termination.

**1.4 Costs of Material and Equipment Incorporated in the Completed Construction**

1.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

1.4.2 Costs of materials described in the preceding Subparagraph 1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, in any, will become City's property at the completion of the Work or, at City's option, may be sold by the Contractor. Any amounts realized from such sales must be credited to City as a deduction from the Cost of Work.

1.4.3 Proceeds from the sale of recyclable materials, scrap, waste, etc. will be credited to job cost.

**1.5 Costs of Other materials and Equipment, Temporary Facilities and Related Items**

1.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor. Cost for items previously used by Contractor will mean fair market value.

1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by Contractor at the site, whether rented from Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented will be subject to City's prior written approval.

1.5.2.1 The Projected usage for each piece of equipment to be rented for use on the Project and the estimated total rentals must be considered by Contractor before the piece of equipment is rented so that an appropriate rent versus buy decision can be made. Purchased equipment must be considered "job owned". At the completion of the Project, Contractor must transfer title and possession of all remaining job-owned equipment to City, or Contractor may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by City and Contractor.

1.5.2.2 Each piece of equipment to be rented must have hourly, daily, weekly and monthly rates and

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the most economical rate available will be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the jobsite. When the piece of equipment is no longer needed for the work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of Contractor.

**1.5.2.3 Equipment Rental Rates**

1.5.2.3.1 Compensation for equipment used on the Project will be paid in accordance with the Equipment Plan submitted by Contractor in the accepted GMP Proposal and no payments will be made in excess of the rates set forth in the Equipment Plan, or actual documented costs, whichever is less.

1.5.2.3.2 All equipment rental rates and costs are subject to City's right to audit when submitted as part of Equipment Plan and/or at any time during the Project.

1.5.2.4 The aggregate rentals chargeable for each piece of Contractor owned tools or equipment must not exceed 50% of the fair market value of such equipment at the time of its commitment to the Work. The original purchase price and date of purchase of the equipment will be documented with a copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply and no further rentals will be charged even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time.

1.5.2.5 Fair market value for used material and equipment as referred to in the Agreement Documents will mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: This is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.

1.5.2.6 All losses resulting from lost, damaged or stolen tools and equipment will be the sole responsibility of Contractor, and not City, and the cost of such losses will not be reimbursable under the Agreement.

1.5.2.7 Contractor will be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory must be submitted to City each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost (2) acquisition date (3) approved Fair Market Value at the time the piece of equipment was first used on the job and (4) final disposition.

1.5.2.8 All costs incurred for minor maintenance and repairs will be reimbursed at actual cost. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and ordinary; consequently such costs are not reimbursable and are intended to be covered by the rental rates.

1.5.3 Costs of removal of debris from the Site.

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1.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

1.5.5 That portion of the reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

1.5.5.1 No travel expenses will be reimbursed to Contractor's representatives unless Project related travel required them to travel to a destination more than 100 miles from the Project location. Any travel involving airfare will require advance written approval by an authorized City's representative.

1.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City.

1.5.7 Reproduction costs will be the actual costs of reproduction subject to a maximum of five cents ($.05) per square foot for prints and a maximum of five cents ($.05) per 8 ½ by 11-inch page for offset print or photo copied agreement documents, specifications, etc. Telephone costs will be the actual costs paid to the third party telephone company for the field office telephone.

**1.6 Miscellaneous Costs**

1.6.1 That portion of insurance and bond premiums that can be directly attributed to the Agreement. The City will reimburse Contractor for contractually required bond at time of first pay application for GMP and Cost-Based Agreements upon receipt of proof of payment from the Contractor. If the Contractor completes Work for less than the Agreement Price, Contractor must credit the City a pro- rated amount for the unused portion of the bond payment

1.6.1.1 Contractor's actual cost for insurance will be considered to be included within the Maximum limit for General Conditions Costs. All premiums for any insurance and bonds required for the Project must reflect the net actual costs to Contractor after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.

1.6.1.2 The amount to be reimbursed to Contractor for all contractually required insurance will be actual costs not to exceed a total of 2% of the Agreement Value, unless Contractor establishes to City's satisfaction that the actual cost is higher and City agrees to such actual higher cost in writing. If Contractor's cost of contractually required insurance is greater than the amount agreed to be reimbursed per this Agreement Provision, the difference will be considered to be covered by the Contractor's Fee. The City will reimburse Contractor for contractually required insurance on a monthly basis for GMP and Cost-Based Agreements. If Contractor can demonstrate substantial savings by paying for all insurance in advance, the City may agree to reimburse all insurance costs at time of first pay application for GMP and Cost-Based Agreements with proof of payment from Contractor.

1.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

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1.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which Contractor is required by the Agreement Documents to pay.

1.6.4 Fees of laboratories for tests required by the Agreement Documents, except those related to defective or nonconforming Work and which do not fall within the scope of ¶ 1.7.3 below.

1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Agreement Documents; the cost of defending suites or claims for infringement of patent rights arising from such requirement of the Agreement Documents; and payments made in accordance with legal judgments against Contractor resulting from such suites or claims and payments of settlements made with City's consent. However, such costs of legal defenses, judgments and settlements must not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.

1.6.6 Data processing costs related to the Work. However, any such data processing costs will be limited to the cost of personal computer hardware used at the field office in the normal day to day administration, management and control of the Project. The aggregate charges for any such hardware must not exceed the Fair Market Value of the hardware at the time it was brought to the field office. If the total charges for any particular piece of hardware reach an amount equal to the Fair Market Value, that particular piece of hardware must be turned over to City whenever it is no longer needed for the Project. If Contractor elects to keep the particular piece of hardware, the job costs must be credited with a mutually agreeable amount which will represent the Fair Market Value of the particular piece of hardware at the time it was no longer needed for the job. Software or other costs associated with the use of computer programs will not be considered to be a reimbursable cost and will be considered to be covered by the Contractor's Fee.

1.6.7 Deposits lost for causes other than Contractor's negligence or failure to fulfill a specific responsibility to City as set forth in the Agreement Documents.

1.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between City and Contractor, reasonably incurred by Contractor in the performance of the Work and with City's prior written approval; which approval will not be unreasonably withheld.

1.6.9 Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if pre-approved by City in writing. If City authorizes the reimbursement of relocation costs, the reimbursable relocation expenses will be limited to a maximum of $50,000 per person. Any relocation cost incurred by Contractor in excess of the amount reimbursed by City will be considered to be covered by the Contractor's Fee.

**1.7 Other Costs and Emergencies**

1.7.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by City.

1.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or

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loss in case of an emergency affecting the safety of persons and property.

1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by Contractor, Subcontractors or Suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of Contractor and only to the extent that the cost of repair or correction is not recoverable by Contractor from insurance, sureties, Subcontractors or Suppliers.

**1.8 Related Party Transactions**

1.8.1 The term "related party" will mean a parent, subsidiary, affiliate or other entity having common ownership or management with Contractor; any entity in which any stockholder in, or management employee of, Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of Contractor. The term "related party" includes any member of the immediate family of any person identified above.

1.8.2 If any of the costs to be reimbursed arise from a transaction between Contractor and a related party, Contractor must notify City in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If City, after such notification, authorizes in writing the proposed transaction, then the cost incurred will be included as a cost to be reimbursed, and Contractor must procure the Work, equipment, goods or service from the related party, as a Subcontractor. If City fails to authorize the transaction, Contractor must procure the Work, equipment, goods or service from some person or entity other than a related party.

**SECTION 2 – COSTS NOT TO BE REIMBURSED**

2.1 The Cost of Work must not include:

2.1.1 Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the site office, except as specifically provided in Subparagraphs 1.2.2 and 1.2.3.

2.1.2 Expenses of Contractors' principal office and offices other than the site office.

2.1.3 Overhead and general expenses, except as may be expressly included in Section 1.

2.1.3.1 Costs of Contractor's home office computer services or other outside computer processing services will be considered overhead and general expense. Accordingly, Contractor should not plan to perform any such computer related services or alternatives at the field office when such services or functions can be performed at Contractor's home or branch offices, or other outside service locations.

2.1.4 Contractor's capital expenses, including interest on Contractor's capital employed for the Work.

2.1.5 Rental costs of machinery and equipment, except as specifically provided in subparagraph 1.5.2.

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2.1.6 Except as provided in Subparagraph 1.7.3 of the Agreement, costs due to the negligence or failure to fulfill a specific responsibility of Contractor, Subcontractors and Suppliers or anyone directly or indirectly employed by any of them or for whose acts of them may be liable.

2.1.7 Any cost not specifically and expressly described in Section 1.

2.1.8 Costs, other than costs included in Change Orders approved by City that would cause the GMP to be exceeded.

**SECTION 3 – DISCOUNTS, REBATES, REFUNDS AND SAVINGS**

3.1 Cash discounts obtained on payments made by Contractor will accrue to City if (1) before making the payment, Contractor included them in an Application for Payment and received payment therefore from City, or (2) City has deposited funds with Contractor with which to make payments; otherwise, cash discounts will accrue to Contractor. Trade discounts, rebates, refunds and amounts received from sales or surplus materials and equipment will accrue to City, and Contractor must make provisions so that they can be secured.

3.1.1 Cost of the Work will be credited with all insurance policy discounts, performance and payment bond rebates or refunds, refunds or return premiums from any Subcontractor default insurance, refunds or rebates from any Contractor controlled insurance programs applicable to the Project, merchandise rebates of any nature, refunds of any nature, insurance dividends; and a portion of any volume rebates or free material credits earned with purchase of material or other goods and services charged to the job.

3.1.2 "Cash" discounts which may accrue to Contractor will be limited to a maximum of 1.5% of invoice cost. Any portion of "Cash" discounts greater than 1.5% will automatically accrue to City if Contractor is eligible to take advantage of the discounts.

3.2 Amounts that accrue to City in accordance with the provisions of Paragraph 3.1 will be credited to City as a deduction from the Cost of the Work.

3.3 Any and all savings on the GMP, or any separately guaranteed items comprising the GMP, will belong to City, subject to any express right in the Agreement for Contractor to share in savings. Savings are subject to City's right to audit, and may be audited separately.

**SECTION 4 – GENERAL CONDITIONS COSTS**

4.1 General Conditions Costs may include, but are not limited to, the following types of costs incurred by Contractor during construction of the Work to the extent they are reimbursable Costs of the Work as delineated above: payroll costs for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management personnel resident and working on the site workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor

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costs, costs of bond premiums, costs of consultants not in the direct employ of Contractor or Subcontractors, fees for permits and licenses.

4.2 General Conditions Costs may be paid on a percentage of the Agreement Price or on a lump/stipulate sum basis as set forth in the Agreement. All costs included in the General Conditions Costs will not be separately invoiced to or paid by City.

4.3 The total amount of General Conditions Costs for the Work may be divided by the number of days allowed for performance of the Work, to determine a fixed daily rate for General Conditions Costs that may be used in computing the General Conditions Costs allocated to any period of time, or for any adjustments in the General Conditions Costs agreed to in writing by City.

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# LANDSCAPE ESTABLISHMENT PERIOD

## Section 1 – Description and General

Contractor is in direct control of work performed under the Landscape Establishment Period. If work is subcontracted, a representative of the Contractor will be present at the site of the work for all hours that the subcontractor works. Subcontracting of Landscape Establishment work will be permitted for weed eradication with herbicides, because of special licensing. A licensed temporary service may be used to supply labor to Contractor if Contractor has received approval from City Representatives. Contractor will submit the required subcontract documentation.

Contractor must provide adequate personnel to accomplish the required maintenance of the plant materials at intervals acceptable to City Representatives.

If not healthy at the end of the maintenance period, the maintenance must be continued until the plant material is approved by City.

### 1.1 Time and Schedule

Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will be per General Conditions Section 6.5.4.

### 1.2 Planted Stock and Seeding Establishment

1.2.1 Tree planting and staking must be per City of Chandler Standard Detail C-801.

1.2.2 All trees will stand erect on their own without stakes when brought to this site. If the tree cannot stand on its own when nursery stakes are removed, the tree will be removed and replaced.

### 1.3 Pre-Emergent Herbicide and Weed Control

1.3.1 Contractor will provide three applications of an approved pre-emergent herbicide on all unpaved areas of the project, as directed by City Representatives, to control weed growth in all areas of the project. The number of applications may be increased as directed by the City Representative, and at no additional cost to City, if the City Representative deems additional applications are required to control weed growth.

1.3.2 Application sequence will be approved in advance by City. The first application of pre-emergent will be completed prior to the application of Decomposed Granite and will be included with the cost of the Decomposed Granite as specified and part of the Construction Phase portion of work. The second application of pre-emergent will be completed after installation of the Decomposed Granit and no later than half-way through the Landscape Establishment Period. The third and final application of pre-emergent will be applied 15 days prior to completion of the Landscape Establishment portion of the project. The second and third pre-emergent applications will be included with the cost of Landscape Establishment. Watering will be completed in accordance with the manufacturer's recommendations, as included and as related to each application.

1.3.3 The pre-emergent herbicide will be applied in accordance with the Technical Specifications and the recommendations of the pre-emergent herbicide manufacturer, as approved by City Representatives.

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1.3.4 The control of weeds will be accomplished by the use of herbicides. Manual removal of weeds will be required, after herbicides have taken affect.

1.3.5 Contractor is responsible for the removal and disposal of all trash and debris that during the Landscape Establishment Period. Contractor will keep the project in a neat and orderly manner during the duration of the Landscape Establishment Period.

**1.4 Water**

The water used during Landscape Establishment to properly maintain the plant material will be furnished by City, at designated sources from within the project limits, at no charge to Contractor. Contractor will be responsible for all equipment, materials and labor necessary to load, transport and unload water for watering purposes.

**1.5 Plant Material Replacements**

The plant material replacement will be considered as included in the work for Landscape Establishment, and will be made at no charge to the City.

1.5.1 Shrub and Plant Replacement - During the second half of the Landscaping Establishment period, Contractor will provide, where required, plant replacements as follows:

| **Original Size** | **Replacement Size** |
|---|---|
| 1 gallon | 5 gallon |
| 5 gallon | 15 gallon |
| 15 gallon | 24-inch box |
| 36-inch box | 48-inch box |

1.5.2 Tree Replacement – During the second half of the Landscape Establishment Period, Contractor will provide plant material replacements for existing plants that die as follows:

| **Existing Plant Material Sizes** | **Replacement Size** |
|---|---|
| Trees: | |
| 2-inch Caliper | 24-inch box |
| 4-inch Caliper | 36-inch box |
| 6-inch Caliper and greater | 54-inch box |
| Shrubs: | |
| All Existing Shrubs | 15 gallon |

**1.6 Measurement and Payment**

See Technical Specifications for Measurement Payment provisions.

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# EXHIBIT C

# TECHNICAL SPECIFICATIONS

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# CHANDLER MUNICIPAL AIRPORT

# RUNWAY 4R-22L REHABILITATION

# CONTRACT DOCUMENTS AND SPECIFICATIONS

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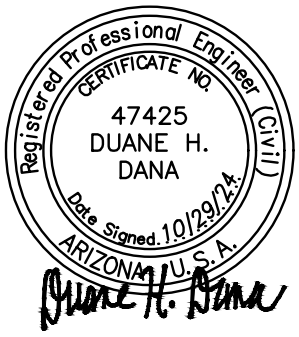

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# DIVISION I

# GENERAL CONTRACT PROVISIONS

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# Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

| No. | Term | Definition |
|---|---|---|
| 10-01 | AASHTO | The American Association of State Highway and Transportation Officials. |
| 10-02 | Access Road | The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway. |
| 10-03 | Advertisement | A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished. |
| 10-04 | Airport | Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport. |
| 10-05 | Airport Improvement Program (AIP) | A grant-in-aid program, administered by the Federal Aviation Administration (FAA). |
| 10-06 | Air Operations Area (AOA) | The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron. |
| 10-07 | Apron | Area where aircraft are parked, unloaded or loaded, fueled and/or serviced. |
| 10-08 | ASTM International (ASTM) | Formerly known as the American Society for Testing and Materials (ASTM). |
| 10-09 | Award | The Owner's notice to the successful bidder of the acceptance of the submitted bid. |
| 10-10 | Bidder | Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated. |
| 10-11 | Building Area | An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon. |
| 10-12 | Calendar Day | Every day shown on the calendar. |

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| No. | Term | Definition |
|---|---|---|
| 10-13 | Certificate of Analysis (COA) | The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications. |
| 10-14 | Certificate of Compliance (COC) | The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative. |
| 10-15 | Change Order | A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project. |
| 10-16 | Contract | A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.<br>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda. |
| 10-17 | Contract Item (Pay Item) | A specific unit of work for which a price is provided in the contract. |
| 10-18 | Contract Time | The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date. |
| 10-19 | Contractor | The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work. |
| 10-20 | Contractors Quality Control (QC) Facilities | The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP). |
| 10-21 | Contractor Quality Control Program (CQCP) | Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. |

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| No. | Term | Definition |
|---|---|---|
| 10-22 | Control Strip | A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification. |
| 10-23 | Construction Safety and Phasing Plan (CSPP) | The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications. |
| 10-24 | Drainage System | The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area. |
| 10-25 | Engineer | The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative. |
| 10-26 | Equipment | All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work. |
| 10-27 | Extra Work | An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified. |
| 10-28 | FAA | The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative. |
| 10-29 | Federal Specifications | The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration. |
| 10-30 | Force Account | **a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.<br>**b.** Owner Force Account - Work performed for the project by the Owner's employees. |

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| No. | Term | Definition |
|---|---|---|
| 10-31 | Intention of Terms | Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.<br>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference. |
| 10-32 | Lighting | A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface. |
| 10-33 | Major and Minor Contract Items | A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items. |
| 10-34 | Materials | Any substance specified for use in the construction of the contract work. |
| 10-35 | Modification of Standards (MOS) | Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1. |
| 10-36 | Notice to Proceed (NTP) | A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins. |
| 10-37 | Owner | The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the **City of Chandler**. |
| 10-38 | Passenger Facility Charge (PFC) | Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls. |
| 10-39 | Pavement Structure | The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit. |

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| No. | Term | Definition |
|---|---|---|
| 10-40 | Payment bond | The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work. |
| 10-41 | Performance bond | The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract. |
| 10-42 | Plans | The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.' |
| 10-43 | Project | The agreed scope of work for accomplishing specific airport development with respect to a particular airport. |
| 10-44 | Proposal | The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications. |
| 10-45 | Proposal guaranty | The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner. |
| 10-46 | Quality Assurance (QA) | Owner's responsibility to assure that construction work completed complies with specifications for payment. |
| 10-47 | Quality Control (QC) | Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications. |
| 10-48 | Quality Assurance (QA) Inspector | An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor. |
| 10-49 | Quality Assurance (QA) Laboratory | The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory. |
| 10-50 | Resident Project Representative (RPR) | The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative. |

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| No. | Term | Definition |
|---|---|---|
| 10-51 | Runway | The area on the airport prepared for the landing and takeoff of aircraft. |
| 10-52 | Runway Safety Area (RSA) | A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA. |
| 10-53 | Safety Plan Compliance Document (SPCD) | Details how the Contractor will comply with the CSPP. |
| 10-54 | Specifications | A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically. |
| 10-55 | Sponsor | A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport. |
| 10-56 | Structures | Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein. |
| 10-57 | Subgrade | The soil that forms the pavement foundation. |
| 10-58 | Superintendent | The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction. |
| 10-59 | Supplemental Agreement | A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item. |
| 10-60 | Surety | The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor. |
| 10-61 | Taxilane | A taxiway designed for low-speed movement of aircraft between aircraft parking areas and terminal areas. |

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| No. | Term | Definition |
|---|---|---|
| 10-62 | Taxiway | The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas. |
| 10-63 | Taxiway/Taxilane Safety Area (TSA) | A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA. |
| 10-64 | Work | The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications. |
| 10-65 | Working day | A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days. |
| 10-66 | Owner Defined terms | None. |

**END OF SECTION 10**

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# Section 20 Proposal Requirements and Conditions

**20-01 Advertisement (Notice to Bidders).** Information provided by the **City of Chandler**.

**20-02 Qualification of bidders.** Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

**20-03 Contents of proposal forms.** The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to **6 percent** of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. The prebid conference has not yet been scheduled.

**20-04 Issuance of proposal forms.** The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

**a.** Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

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**b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

**c.** Documented record of Contractor default under previous contracts with the Owner.

**d.** Documented record of unsatisfactory work on previous contracts with the Owner.

**20-05 Interpretation of estimated proposal quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, *Alteration of Work and Quantities*, without in any way invalidating the unit bid prices.

**20-06 Examination of plans, specifications, and site.** The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

**20-07 Preparation of proposal.** The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

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**20-08 Responsive and responsible bidder.** A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**20-09 Irregular proposals.** Proposals shall be considered irregular for the following reasons:

- **a.** If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- **b.** If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- **c.** If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- **d.** If the proposal contains unit prices that are obviously unbalanced.
- **e.** If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- **f.** If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**20-10 Bid guarantee.** Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

**20-11 Delivery of proposal.** Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

**20-12 Withdrawal or revision of proposals.** A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-13 Public opening of proposals.** Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

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**20-14 Disqualification of bidders.** A bidder shall be considered disqualified for any of the following reasons:

**a.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

**b.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

**c.** If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **10 days** prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

**END OF SECTION 20**

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# Section 30 Award and Execution of Contract

**30-01 Consideration of proposals.** After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

**a.** If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

**b.** If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

**30-02 Award of contract.** The award of a contract, if it is to be awarded, shall be made within **30 calendar days** of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

**30-03 Cancellation of award.** The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

**30-04 Return of proposal guaranty.** All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

**30-05 Requirements of contract bonds.** At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

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**30-06 Execution of contract.** The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within **15 calendar days** from the date mailed or otherwise delivered to the successful bidder.

**30-07 Approval of contract.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

**30-08 Failure to execute contract.** Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

**END OF SECTION 30**

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# Section 40 Scope of Work

**40-01 Intent of contract.** The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

**40-02 Alteration of work and quantities.** The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

**40-03 Omitted items.** The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance

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with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

**a.** It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

**b.** With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the Construction Safety And Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD).

**c.** When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

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**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 Rights in and use of materials found in the work.** Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

**a.** Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

**b.** Remove such material from the site, upon written approval of the RPR; or

**c.** Use such material for the Contractor's own temporary construction on site; or,

**d.** Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

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The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

**40-08 Final cleanup.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

**END OF SECTION 40**

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# Section 50 Control of Work

**50-01 Authority of the Resident Project Representative (RPR).** The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

**50-02 Conformity with plans and specifications.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

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**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

**50-04 List of Special Provisions.**

1. Special Provisions
2. Technical Specifications.
3. Plans/Drawings.
4. General Contract Provisions.
5. City of Chandler Engineering Design and Construction Standards and Details.
6. MAG Uniform Standard Specifications – limited to where identified on the plans or within the technical specifications.

**50-05 Cooperation of Contractor.** The Contractor shall be supplied with two hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

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**50-06 Cooperation between Contractors.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-07 Construction layout and stakes.** The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): CAD files and Excel PNEZD.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

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**50-08 Authority and duties of Quality Assurance (QA) inspectors.** QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

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Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

**50-11 Load restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

**50-12 Maintenance during construction.** The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

**50-14 Partial acceptance.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

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**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

**END OF SECTION 50**

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# Section 60 Control of Materials

**60-01 Source of supply and quality requirements.** The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

**60-02 Samples, tests, and cited specifications.** All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

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**60-03 Certification of compliance/analysis (COC/COA).** The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

**a.** Conformance to the specified performance, testing, quality or dimensional requirements; and,

**b.** Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 Plant inspection.** The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

**a.** The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

**b.** The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

**c.** If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

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**60-05 Engineer/ Resident Project Representative (RPR) field office.** An Engineer/RPR field office is not required.

**60-06 Storage of materials.** Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

**60-08 Owner furnished materials.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

**END OF SECTION 60**

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# Section 70 Legal Regulations and Responsibility to Public

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

- No additional authorized work will take place.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

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**70-05 Federal Participation.** The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 Sanitary, health, and safety provisions.** The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

**70-07 Public convenience and safety.** The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is provided as an appendix to these contract documents.

**70-09 Use of explosives.** The use of explosives is not permitted on this project.

**70-10 Protection and restoration of property and landscape.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

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**70-11 Responsibility for damage claims.** The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

**Phase 1 - (30 Calendar Days)** – will consist of mill, crack seal, and overlay work along the entire Runway '4R-22L' along with portions of Taxiways 'H', 'L', 'N', 'P', & 'Q', and temporary markings. Construction shall be daytime work only and the contractor is required to furnish and place Lighted Runway Closure X's and low-profile barricades as shown in the plans. Construction hours shall be coordinated with the airport prior to the notice to proceed with construction. Typical construction hours are from 6:00am to 5:00pm.

**Substantial Completion - (30 Calendar Days) –** will mark the completion of Runway and Taxiway improvements specified under Phase I work. A pre-final walkthrough will be completed by the Resident Engineer, Airport Staff, and the Contractor. The Contractor shall be provided with a Substantial Completion letter including a punch list of any remaining items to be complete before Final Completion.

**Stop Work - (30 Calendar Days) –** will consist of a pavement cure period before permanent markings in Phase 2 below.

**Phase 2 - (3 Calendar Days)** – will consist of permanent markings along the entire Runway '4R-22L' along with portions of Taxiways 'H', 'L', 'N', 'P', & 'Q'. Construction shall be daytime work only and the contractor is required to furnish and place Lighted Runway Closure X's and low-profile barricades as shown in the plans. Construction hours shall be coordinated with the airport prior to the notice to proceed with construction. Typical construction hours are from 6:00am to 5:00pm.

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**Final Completion - (7 Calendar Days)** – will consist of completing punchlist items, final clean-up operations, and demobilization.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor's responsibility for work.** Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 Contractor's responsibility for utility service and facilities of others.** As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or

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facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

**70-16 Furnishing rights-of-way.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

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**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 Environmental protection.** The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

**70-21 Insurance Requirements.** Refer to the City of Chandler's construction contract for insurance requirements.

**END OF SECTION 70**

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# Section 80 Execution and Progress

**80-01 Subletting of contract.** The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

**The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:**

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

**80-02 Notice to proceed (NTP).** The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **10 calendar days** of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 calendar days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

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The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**80-04 Limitation of operations.** The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

Refer to the Construction Safety and Phasing Plan included as an attachment to the contract documents.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

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The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

**80-05 Character of workers, methods, and equipment.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other

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corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

**80-06 Temporary suspension of the work.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 Determination and extension of contract time.** The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

**80-07.1 Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

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**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Liquidated damages will be **One Thousand and Five Hundred Dollars ($1,500)** per day for each and every day's delay in Substantial Completion and Acceptance of the work required to be done by the Contractor within the total specified Contract time.

The maximum construction time allowed for the project is **40 calendar days**. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

**80-09 Default and termination of contract.** The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- **a.** Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- **b.** Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- **c.** Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- **d.** Discontinues the execution of the work, or
- **e.** Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- **f.** Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- **g.** Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- **h.** Makes an assignment for the benefit of creditors, or
- **i.** For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

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If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**80-10 Termination for national emergencies.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

## END OF SECTION 80

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# Section 90 Measurement and Payment

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

**Measurement and Payment Terms**

| Term | Definition |
|---|---|
| Excavation and Embankment Volume | In computing volumes of excavation, the average end area method will be used unless otherwise specified. |
| Measurement and Proportion by Weight | The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark. |

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| Term | Definition |
|---|---|
| Measurement by Volume | Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery. |
| Asphalt Material | Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities. |
| Cement | Cement will be measured by the ton or hundredweight. |
| Structure | Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions. |
| Timber | Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece. |
| Plates and Sheets | The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch. |
| Miscellaneous Items | When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted. |

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| Term | Definition |
|---|---|
| Scales | Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.<br>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound. The use of spring balances will not be permitted.<br>In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.<br>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.<br>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.<br>Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.<br>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project. |
| Rental Equipment | Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*. |
| Pay Quantities | When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions. |

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**90-02 Scope of payment.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work.** Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

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**a.** From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

**1.** Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

**2.** In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

**b.** The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

**c.** When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

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**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

**a.** The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

**b.** The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

**c.** The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

**d.** The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

**e.** The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

**90-08 Payment of withheld funds.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

**a.** The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

**b.** The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

**c.** The Contractor shall enter into an escrow agreement satisfactory to the Owner.

**d.** The Contractor shall obtain the written consent of the surety to such agreement.

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**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

**90-10 Construction warranty.**

**a.** In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

**b.** This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

**c.** The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

**d.** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

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**e.** The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

**f.** If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

**g.** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

**h.** This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

**a.** Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

**b.** Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

**c.** Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

**d.** Complete all punch list items identified during the Final Inspection.

**e.** Provide complete release of all claims for labor and material arising out of the Contract.

**f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

**g.** When applicable per state requirements, return copies of sales tax completion forms.

**h.** Manufacturer's certifications for all items incorporated in the work.

**i.** All required record drawings, as-built drawings or as-constructed drawings.

**j.** Project Operation and Maintenance (O&M) Manual(s).

**k.** Security for Construction Warranty.

**l.** Equipment commissioning documentation submitted, if required.

**END OF SECTION 90**

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# FINAL PROJECT SPECIFICATIONS

## Chandler Municipal Airport
## Runway '4R-22L' Rehabilitation

City Project No: AI2202.401
FAA AIP No: 3-04-008-032-2023
Dibble Project No.: 1021015.09

Prepared For:
City of Chandler

October 28, 2024

CHANDLER arizona

DIBBLE

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# FINAL PROJECT SPECIFICATIONS

## Chandler Municipal Airport

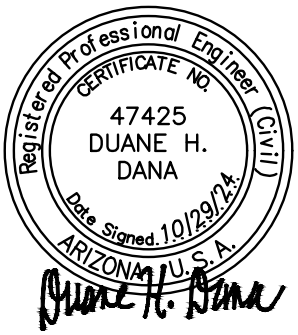
## Runway '4R-22L' Rehabilitation

CHD Project No: AI2202.401
FAA AIP No: 3-04-008-032-2023
Dibble Project No.: 1021015.09

Prepared For:
Chandler Municipal Airport
2380 S Stinson Way
Chandler, AZ 85286

Duane H. Dana, PE
Senior Project Manager

*Dibble*



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# DIVISION II

# SPECIAL PROVISIONS

**CITY OF CHANDLER**
**Chandler Municipal Airport**
**RW 4R-22L Rehab**
CHD Project No: AI2202.401
FAA AIP No: 3-04-008-032-2023

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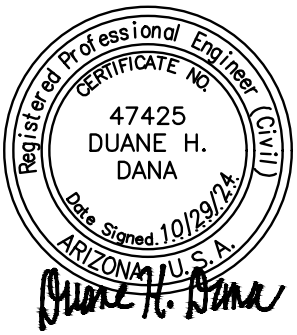

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# SECTION 50 UTILITIES AND EXISTING FACILITIES

## 50.01 General

This item shall govern the field location of all underground existing utilities in areas to be improved, to avoid conflicts with proposed surface or underground improvement. Work under this section shall include, but not be limited to, the location of all underground facilities. Underground facilities means any item that is buried or placed below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephone or telegraphic communications, electric energy, oil, gas or other substances, and shall include, but not be limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those portions of poles and their attachments below ground, including electrical and communication ducts, airfield lighting and control cables, fiber optic lines, storm drains, electrical and telephone lines. The Contractor shall employ a private utility location service to locate the existing Owner and non-Owner utilities prior to starting the work. The Contractor shall pothole and use prudent care when excavating and locating said utilities.

The Contractor shall comply with the State requirements regarding excavation and underground utilities per A.R.S., Chapter 2, Article 6.3. and Sections 40.360.31 and other pertinent Sections of the Blue Stake Law. The Airport is not a member, but has distribution systems for gas, electrical, water, and sewer on the site. The Contractor shall be responsible for locating all Owner and non-Owner utilities.

The Contractor's attention is directed to the following Arizona Revised Statutes:

**a. ARS 40-360.22.** Excavations, determining location of underground facilities; providing information. This statute requires that no person shall begin excavation before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the Owner of the facility shall respond as promptly as practical, but in no event later than two (2) working days. This section is not applicable to an excavation made during an emergency that involves danger to life, health or property if reasonable precautions are taken to protect underground facilities.

**b. ARS 40-360.23.** Making excavations in careful, prudent manner; liability for negligence. This statute states that obtaining information as required does not excuse any person making any excavation from doing so in a careful and prudent manner, nor shall it excuse such persons from liability for any damage or injury resulting from his negligence.

**c. ARS 40-360.28.** Civil penalty; liability. If the Owner or operator fails to locate, or incorrectly locates the underground facility, pursuant to this article, the Owner or operator becomes liable for resulting damages, costs and expenses to the injured party.

**The Contractor is hereby advised that the location of all utilities, as shown on the Plans, may not be complete nor exact and the Contractor shall satisfy himself as to the exact location of the utilities.** The Contractor shall be responsible for any damage done to public or private property and such damage shall be repaired at the Contractor's expense.

Location of any underground utility lines may be field verified by calling the Blue Stake Center (Arizona 811) telephone number 811 or create a ticket online using E-Stake at:

https://exactix.arizona811.com/

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The Contractor is required to call at least two (2) working days before digging. The Contractor shall locate all utilities including those that Blue Stake will not locate.

The Contractor is to protect all existing facilities during construction. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities.

Measurement for "Location of Underground Utilities" shall be by the lump sum for subcontractors (i.e., Utility Designation/Potholing contractor) to complete utility locating in the project area.

Payment for location of underground utilities, measured as prescribed above, shall be paid based on the cost of completed work. Such payment shall be full compensation for furnishing all labor, equipment tools and materials and for all designation, preparation, excavation, backfilling and placing of materials; and for all incidentals necessary. Payment for the cost of each utility location will not be made until survey data has been submitted and approved by the Engineer.

Payment will be made under:

No. 4, Spec No. SP–50.01.1 Location of Underground Utilities – per Lump Sum

## 50.02 Water for Construction Purposes

The Contractor, at his expense, shall provide all water required for, and in connection with, the work to be performed. The Contractor shall remove all temporary waterlines installed, after completion of the work, if directed to do so by the Engineer.

It is the Contractor's responsibility to identify the water source and its compatibility, storage, and costs for all water requirements for this project. The Contractor must submit a water source and its intended use to the Engineer for approval. No direct payment will be made for construction water. The cost thereof shall be included in other items for which direct payment is made.

## 50.03 Electrical Power

All power for lighting, operation of Contractor's plant or equipment, or for any other use as may be required in the execution of the work to be performed under the provision of these Contract Documents shall be provided by the Contractor at his expense. The Contractor shall remove all temporary electrical facilities installed, after completion of the work, if ordered to do so by the Engineer.

## 50.04 Sanitary Facilities

The Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and other performing work or furnishing services on the Project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 men. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

## END SECTION 50

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# SECTION 60 OPERATIONS, SAFETY AND SECURITY

## 60.01 Definitions

### a. Air Carrier Aircraft
An aircraft with a seating capacity of more than 5 passengers that is being operated by an air carrier.

### b. Air Carrier Operation
The takeoff and landing of an air carrier aircraft and includes the period of time from 15 minutes before and until 15 minutes after the takeoff or landing.

### c. Air Operations Area (AOA)
Air operations area, paved or unpaved, is any area of the airport used for or intended for landing, takeoff, or surface maneuvering of aircraft including its associated runway, taxiway, or apron.

### d. Airfield Operations Specialist
CHD employee who monitors activities within the Airport Restricted Areas. Operations Specialists ensure a safe and secure operating environment is maintained on the airfield.

### e. Airport Marking Aids
Marking used on runway and taxiway surfaces to identify a specific runway, a runway threshold, a centerline, a hold line, etc. A runway should be marked in accordance with its present usage such as: visual, non-precision instrument, precision instrument.

### f. Construction
The presence and movement of construction-related personnel, equipment, and materials in any location that could infringe upon the movement of aircraft.

### g. Escort
A person authorized by CHD to accompany contractor personnel within the Airport Restricted Area. The escort shall accompany or monitor the activities of an individual(s) in a manner sufficient to take responsive action in a sized area approved by the Engineer. A proper escort is defined as maintaining visual monitoring, within reasonable voice range and being able to react to the actions of those under escort.

### h. FAA
The Federal Aviation Administration, a branch of the U.S. Department of Transportation that regulates aviation and airport safety and certification.

### i. FOD
Foreign Object Debris/Damage, meaning any object that is potentially hazardous to aircraft.

### j. General Aviation
That portion of civil aviation which encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity from a Civil Aeronautics Board and Large aircraft commercial operators.

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### k. Haul Route
A specified path created for vehicles to maneuver within the Airport Restricted Area to/from a work site. Haul routes are subject to the approval of the Engineer in accordance with the Contract Documents.

### l. Instrument Landing System (ILS)
An electronic visual approach guidance system used by aircraft during landing operations.

### m. Movement Area
The runways, taxiways, and other areas of an airport that are used for taxiing or hover taxiing, air taxiing, takeoff, and landing of aircraft; exclusive of loading ramps and aircraft parking areas (reference 14 CFR part 139).

### n. Navigational Aid (NAVAID)
An apparatus generally located within the AOA, serving as a guide to aircraft.

### o. Obstruction
Any object/obstacle exceeding the obstruction standards specified by 14 CFR part 77, subpart C.

### p. Object Free Area (OFA)
An area on the ground centered on the runway, taxiway, or taxilane centerline provided to enhance safety of aircraft operations by having the area free of objects except for those objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes (see AC 150/5300-13, Airport Design, for additional guidance on OFA standards and wingtip clearance criteria).

### q. Obstacle Free Zone (OFZ)
The airspace below 150 feet (45m) above the established airport elevation and along the runway and extended runway centerline that is required to be clear of all objects, except for frangible visual NAVAIDs that need to be located in the OFZ because of their function, in order to provide clearance protection for aircraft landing or taking off from the runway and for missed approaches (refer to AC 150/5300-13 for guidance on OFZs).

### r. Precision Approach Path Indicator (PAPI)
An airport lighting facility providing vertical visual approach slope guidance to aircraft during approach to landing by radiating a directional pattern of high intensity red and white focused light beams which indicate to the pilot that he/she is "on path" if he sees red/white, "above path" if white/white, and "below path" if red/red.

### s. Restricted Area
Areas that do not allow access to the general public. These are limited access areas that the Executive Director, the FAA, or commercial aviation business owners have elected to restrict for purposes of security or safety. It is enclosed by a perimeter fence and includes but is not limited to the AOA, perimeter roadways, haul routes, contractor security gate and worksite.

### t. Runway
A defined rectangular area on a land airport prepared for the landing and takeoff run of aircraft along its length. Runways are normally numbered in relation to their magnetic direction rounded off to the nearest 10 degrees; e.g., runway 16 and runway 34.

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**u. Runway End Identifier Lights (REIL)**
Two synchronized flashing lights, one on each side of the runway threshold, which provides rapid and positive identification of the approach end of a particular runway.

**v. Runway Lights/Runway Edge Lights**
Lights having a prescribed angle of emission used to define the lateral limits of a runway. Runway lights are uniformly spaced and the intensity may be controlled or preset.

**w. Runway Safety Area (RSA)**
A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway, in accordance with AC 150/5300-13.

**x. Safety Area**
A designated area abutting the edges of a runway or taxiway intended to reduce the risk of damage to an aircraft inadvertently leaving the runway or taxiway.

**y. Taxi**
The movement of an airplane under its own power on the surface of an airport.

**z. Taxiway**
A defined surface used by aircraft for transition/movement to and from aircraft parking areas/aprons to runways.

**aa. Taxiway Lights/Taxiway Edge Lights**
Lights having a prescribed angle of emission used to define the lateral limits of a taxiway and are blue in color.

**bb. Threshold Lights**
Fixed green lights arranged symmetrically left and right of the runway centerline, identifying the runway threshold.

**cc. TSA**
The Transportation Security Administration, a branch of the U.S. Department of Homeland Security that oversees aviation security.

**dd. Visual Flight Rules (VFR)**
Rules that govern the procedures for conducting flight under visual conditions. The term "VFR" is also used in the United States to indicate weather conditions that are equal to or greater than minimum VFR requirements.

**ee. Worksite**
Area in which work under contract is being performed, generally starting at the contractor on-site trailer. Airport ID badges must be displayed within the worksite at all times.

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## 60.02 Airport Security Requirements

The airport is operated in strict compliance with TSA and Federal Aviation Regulations (FAR), which prohibit unauthorized persons or vehicles in the AOA. Equipment and workmen will be restricted to the work area defined on the plans. Any violation by Contractor's personnel or subcontractors will subject the Contractor to penalties imposed by the TSA, FAA or CHD.

The Contractor shall be responsible for the protection of the construction site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons. Security measures shall include such additional security fencing, barricades, lighting, and other measures as the Contractor may deem necessary to protect the site.

The Contractor's responsibilities for work areas are as follows:

1. The Contractor shall be held responsible for controlling his employees, subcontractors, and their employees with regard to traffic movement.

2. The Contractor shall rebuild, repair, restore, and make good at his own expense all injuries or damages to any portion of the work occasioned by his use of these facilities before completion and acceptance of his work.

3. The Contractor shall submit to the Engineer in writing a detailed work plan for each construction phase. The work plan shall include, but not be limited to, temporary electrical facilities and paving/seal sequence. This plan shall be submitted 14 calendar days prior to the start of each construction phase. No work within the construction phase may commence until the phase work plan is approved.

4. The Contractor shall submit to the Engineer in writing a plan, by construction phase, for controlling construction equipment and vehicular movements in the Air Operations Area (AOA). This plan shall be submitted at the Pre-Construction Conference. No work may commence until this plan is approved. The Plan must include material haul roads.

5. Any time construction occurs within airport property, the Contractor shall be responsible for assuring that no breaches of airport property occur through his respective construction access gate. Restricted areas are fenced and must remain fenced at all times. The gates will remain closed and locked or a guard will be provided at the Contractor's expense. The Contractor will furnish the guard with a roster of his personnel and ensure that each individual has adequate identification. The duplicate keys for each lock will be turned over to the airport.

    - No person shall enter the Contractor's worksite without authorization. Any person found within the worksite without proper identification as described herein shall be considered unauthorized and shall be removed from the worksite.
    - Persons authorized to provide escorts include CHD staff and designated Contractor supervisors. The number of personnel being escorted shall not exceed ten (10) personnel; this includes vendors, subcontractors, visitors and part-time workers. **Failure to provide an escort can result in loss of escort privileges and fines.**

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## 60.03 Airport Safety Requirements

### a. Operating Construction Vehicles on the Airport

No vehicle shall enter the contractor worksite unless the following conditions are met:

- The driver is authorized to access the worksite.
- The driver possesses a valid driver's license.
- The vehicle is properly marked with the company name.
- Vehicle is marked with lighted beacon or checkered flag or under escort.
- Transient haul truck drivers are required to check in with the contractor security guard.

### b. Prohibited Vehicles

The use of motorcycles, bicycles, two-wheeled motor scooters and privately-owned vehicles within the worksite is strictly prohibited.

### c. Vehicle Condition

Vehicles must be in good mechanical condition with operational lights, horn, brakes, and clear visibility from the driver's seat. Trailers and semi-trailers must be equipped with proper brakes so that when disengaged from a towing vehicle, neither aircraft engine blast nor wind will cause them to become free rolling.

### d. Compliance

All traffic within the Airport Restricted Area and/or contractor worksite must comply with any lawful order, signal or direction of any Airport employee. When such traffic is controlled by signs or pavement markings, such symbols shall be obeyed, unless otherwise directed by an officer or agent of the Airport.

### e. Night or Low Visibility Operations

All vehicle headlights, taillights, and running or clearance lights shall be in operational condition. Headlights shall be used at all times.

### f. Construction Vehicle and Equipment Markings

All construction equipment and vehicles shall have flashing amber beacons mounted at the highest point during the nighttime, and a 3' x 3' orange and white checkered flag or a flashing amber beacon during the daytime. All vehicles and equipment on the construction site shall have company designations visibly displayed. No personal vehicles will be allowed in the work area. All construction vehicles and equipment must have the company name and/or logo and vehicle number at least four (4) inches in height on each side of the vehicle.

### g. Operation of Vehicles within the Airport Restricted Area

No vehicle shall operate within the Airport Restricted Area:

- In a careless or negligent manner.
- With disregard of the rights and safety of others.
- At a speed or in a way which endangers persons or property.
- While the driver is under the influence of drugs or alcohol.
- If such vehicle is loaded or maintained as to endanger persons or property.

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**h. Speed Limits**

The speed limit on perimeter roads is 25 miles per hour. The speed limit on the haul routes is 15 miles per hour.

**i. Vehicle Accidents**

Each operator of a motor vehicle involved in an accident on the airport that results in damage to property or personal injury shall first contact **9-1-1** and then report it fully to Airport Operations as soon as possible after the accident. The report must include the name and address of the person reporting. Copies of reports taken by City of Chandler are acceptable for incidents that occur in the public areas of the airport.

**j. Hearing Protection**

Contractor personnel working on or adjacent to the AOA are encouraged to wear hearing protection.

**k. Worker Injuries**

In the event of a serious injury requiring medical attention, call **9-1-1** and notify the operator you are at the Chandler Municipal Airport. All injuries must also be reported to Airport Operations as soon as possible.

**l. After Hours Contacts**

The Contractor shall submit to the Engineer a list of personnel who can be contacted 24 hours a day, seven (7) days a week and can respond in a reasonable time frame regarding any possible emergency on the work site. The list must include names, job titles and phone numbers.

**m. Daily Site Inspections**

Prior to the Contractor leaving the worksite for the day, an inspection of the site shall be completed. All discrepancies noted in the inspection must be corrected to the satisfaction of the Engineer prior to the Contractor leaving the worksite.

**n. Deliveries**

All deliveries for the Contractor shall be received by the Contractor. Deliveries will not be accepted by anyone other than the Contractor. CHD and its authorized representatives will not accept or be responsible for deliveries.

**o. Runway and Taxiway Closures**

Taxiway and runway closures require a minimum of:

- Prior notification and coordination in accordance with the Contract Documents.
- Closure requests shall factor in time for unanticipated events such as weather and equipment malfunction.
- Movement area closure schedules must be met. The Contractor shall advise the Engineer immediately of any need to extend a closure.
- Failure to meet a closure schedule may result in fines.
- Barricade lights must be red in color and either steady burn or flashing.
- Strict adherence and coordination with the phasing plans found within the Construction Plans.
- Lighted X's are required for this project.

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### q. Haul Routes

A portion of the haul route is in the City of Chandler Public Right-of-Way and Contractor shall abide by City of Chandler Traffic regulations. Contractor shall maintain access in the vicinity of the haul routes to provide access to the parking lot and CHD vehicles.

Placards will be issued to transient haul trucks (i.e. concrete) upon entry into the Restricted Area by the gate guard.

### r. Cranes or Mobilized Equipment

All activities involving cranes or mobilized vehicles exceeding 15 feet in height on or near the AOA require 48-hour advance coordination with Airport Operations. The following information is required:

- Location of equipment
- Maximum extendable height
- Duration of use
- Daily hours of operation
- Whether or not the crane can be lowered when not in use

Equipment must be lowered to its stowed height when not in use or as otherwise directed. The **highest point** of each piece of equipment shall be marked by a 3' x 3' orange and white checkered flag. At night and during periods of low visibility, the highest point of the crane must be marked by a red obstruction light. Crews must be prepared to remove equipment promptly if so directed.

### s. Runway Safety Areas

Construction within the following areas is prohibited, unless required by the Contract Documents and is subject to approval of the Engineer.

- Within 75 feet parallel to an active runway centerline
- Within 39.5 feet parallel to a taxiway centerline
- Within 300 feet of the end of an active runway

### t. Staging & Storage Area

All contractor materials, equipment and supplies shall be within the contractor's designated staging and storage area. All staging and storage areas shall be marked, debris boxes covered and area kept neat and clean of debris.

For equipment that must remain in the work area, the following conditions must be met:

- Be located outside of the runway/taxiway safety and obstruction free areas.
- Be marked with lighted barricades around the equipment perimeter with a spacing of no more than 10 feet.
- Be coordinated at least 48 hours in advance with the Engineer.
- The highest point of the equipment marked and lit with a red flashing/steady burning omni-directional obstruction light.

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### u. Barricades & Lighting

The perimeters of the actual work areas, all uneven surfaces, mounds and excavations shall be adequately barricaded with low level barricades and lighted with omni-directional flashing red lights to prevent intrusion by taxiing aircraft, equipment and vehicles. Low profile barricades shall be supplemented with flashing high intensity red lights. Low level barricades shall be orange and white in color and shall be a minimum of six (6) feet in length and ten (10) inches in height. All cones and other marking devices must be lighted or equipped with reflectors during periods of darkness as directed by Airport Operations.

The Contractor will be responsible for placing and maintaining the low-profile barricades. The Contractor will provide a 24/7 point of contact capable of responding within one (1) hour to address issues with the barricades.

All barricades and cones must be maintained and kept in proper working order by the Contractor. All burnt out lights or inoperative batteries must be replaced immediately. Barricades and cones must remain upright at all times.

The placement of sandbags on barricades may be required in situations of adverse weather. In addition, the Contractor must keep an adequate supply of extra barricades, lights and batteries on site. Escorts for barricade maintenance must be provided by the Contractor or coordinated in advance with Airport Operations.

Only red, battery-powered or approved solar-powered, omni-directional lights are acceptable within the Restricted Area of the airport.

See Special Provisions Section 60.05 for additional information and barricading requirements.

### v. Trenches and Excavations

Contractors shall close trenches located within active safety areas at the end of each workday. No open trenches or excavations will be allowed within the following active safety areas without prior coordination and approval with the Engineer:

- Within 75 feet parallel to a runway centerline (trenches/excavations within 75 feet of a runway centerline require a runway closure which is subject to strict controls).
- Within a taxiway object free area.
- Within 1,000 feet of the end of a runway.
- Open trenches not to exceed 500 feet in length at any one time.
- Spoils from excavations are to be placed on the runway/taxiway side that is closest to the trench.
- Spoils length not to exceed 500 feet in length at any one time.
- Spoil height is not to exceed 4 feet or any height that would cause a visual obstruction.
- Spoils not returned to the trench or removed from the worksite are to be properly marked with lighted barricades with a spacing of no more than 8' or that to properly delineate the trench.

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### w. Stockpiled Material

Stockpiled materials are allowed only within the Contractor's designated staging & storage areas. Millings are allowed within the Contractor's designated milling stockpile area.

- Remove daily all stockpiled material from within aircraft movement areas, unless otherwise directed by the Engineer.
- No excavated or stored materials may remain within active runway or taxiway safety areas and object free zones.
- Stockpiled material may be located within the Air Operations Area only upon prior coordination and approval of the Engineer.

### x. Contractor Security Guards

The following procedures are for Contractor security guards controlling Contractor access gates into the Restricted Areas. Only personnel and vehicles meeting the following conditions will be allowed access within the Airport Restricted Area:

- Authorized contractors and subcontractors with driver endorsement.
- Authorized suppliers and service companies under positive escort.
- Airport vehicles with proper identification.
- Tenant vehicles with the proper identification.
- Transient haul trucks with proper placard displayed.

### y. Haul Trucks

Transient haul truck drivers are required to check in with the Contractor security guard. The driver shall be issued an orange/white checkered flag to be mounted on the highest point of the truck; and shall be returned to the security guard upon check out. Advise the driver to remain on the marked haul route and follow the appropriate signs to the intended work area. At no time shall a driver unfamiliar with the worksite be allowed to deviate from the marked haul route.

### y. Weapons

No person, except a peace officer, authorized air carrier employee, airport employee or a member of an armed force of the United States on official duty, shall carry any weapon, explosive, or inflammable material on or about his person, openly or concealed, on airport property. No person shall furnish, give, sell, or trade a weapon on airport property. A weapon includes all those listed in Section 13-3101, *Arizona Revised Statutes*.

### z. Security Guard Responsibilities

- Use primary radio or back-up telephone equipment to notify Airport Operations and the Contractor Foreman of any security violation or threat to airport safety. Report any failure of radio or back-up equipment immediately.
- Assure that all authorized Contractor employees or suppliers use designated haul route and staging areas.
- Monitor the Restricted Area access gate at all times and NEVER leave a gate open, unsecured or unattended.

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**aa. Contractor Responsibilities**

- The Contractor must maintain and provide to the Engineer a log detailing the contract number, the airfield access point used, and all authorized and anticipated subcontractors and suppliers that will be requiring entry.
- The Contractor must furnish guards with a sufficient number of flags for transient vehicles such as concrete or asphalt trucks entering the Property.
- The Contractor must furnish guards a means of securing the access point should the guard have to leave the area in an emergency.

## 60.04 Schedule of Fines

Due to both the safety and security precautions necessary at CHD and the impact to airport users, failure of the Contractor to adhere to the prescribed requirements/regulations has consequences that may jeopardize the health, welfare and lives of the customers and employees at CHD, as well as the Contractor's own employees. Therefore, if the Contractor is found to be in non-compliance with the security, airfield badging/licensing and airfield safety requirements by either the Owner's personnel or the Engineer or his representatives, the Owner may issue a Notice of Violation (NOV). The Contractor may appeal the NOV; however, appeals must be made in writing, and within four (4) calendar days of the offending incident, to the CHD Project Representative. The appeal shall state, in sufficient detail, why the NOV/circumstance is unwarranted. A final and binding decision on the appeal will be made by Airport Operations within ten (10) working days of receipt of the appeal, and the Contractor will then be notified of this decision in writing. No further appeals to the specific NOV will be considered/accepted. Subsequent fines and/or requirements, if any, will be applied in accordance with the **Schedule of Fines** listed below and the applicable amount will be withheld from the Contractor's monthly payment application following the date of the violation. The Prime Contractor shall be held financially responsible for all NOV's issued to their subcontractors, lower tier subcontractors, or material suppliers associated with this Contract.

| Schedule of Fines | |
|---|---|
| **Description Of Fines** | **Per Person Per Occurrence** |
| Runway or Taxiway Safety Area Incursion | $1,000 |
| Taxiway Incursion | $2,500 |
| Runway Incursion | $2,500 |
| Security Violation | $2,500 |
| Level 1 Violation of Airport Rules and Regulations | $250 |
| Level 2 Violation of Airport Rules and Regulations | $500 |
| Level 3 Violation of Airport Rules and Regulations | $1,000 |

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## 60.05 Traffic Control, Barricading and Cleanup

### General Requirements:

The Contractor shall submit a Cleanup Plan for approval by the Owner to be followed at the close of each day's work. At a minimum, the Plan shall include an itemized, detailed list of tasks and equipment to be used to properly clear all areas within Runway and Taxiway Safety Areas in accordance with FAA AC 150/5370-2 (latest revision). The Plan shall specifically identify all work to be performed on a daily basis for each Phase of construction identified on the plans. The Plan shall also include the requirement of the Contractor and Engineer to perform a site walk of the entire effected area of construction a minimum of 2 hours before that area is scheduled to be reopened to aircraft traffic to assure that it has be cleaned and cleared of all equipment and debris in accordance with FAA AC 150/5370-2 (latest edition).

The Contractor shall also be responsible for delineating the limits of construction operations consistent with the approved Phasing and Barricading Safety Plan(s) and/or as directed by the Airport. The Contractor shall submit a Phasing and Barricading Safety Plan(s) as required in the Airport's Construction Safety Plan.

The Contractor shall be responsible for providing, the installation of, and the maintenance of barricades and traffic control devices necessary for the control of aircraft, vehicular, and pedestrian traffic. Any requests to modify the approved barricading and phasing plans must be submitted to the City for review and approval.

The Airfield Safety and Security and Barricade/Temporary Fencing and Traffic Control Plans must be submitted by the Contractor at the Pre-Construction Conference.

Measurement and payment for the Airfield Safety and Security Plans identified above shall be considered incidental to the project, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work to the satisfaction of the Owner, as shown on the plans or as directed by the Engineer.

### Barricade Requirements:

All construction areas shall be delineated with low-profile barricades that meet FAA standards to prevent intrusion by taxiing aircraft, vehicles, or pedestrians, (FAA AC 150/5370-2, latest edition). Low level barricades shall be orange in color with white reflective tape on both sides of the barricade and shall be a minimum of six (6) feet in length and a maximum of ten (10) inches in height, (not including required flagging or lights).

All barricades must be equipped with RED omni-directional lights, either flashing or steady burning, to provide additional visual warning whether during normal daytime and nighttime operations or during periods of reduced visibility due to weather conditions. Lights may be either battery-powered or solar-powered; however, the intensity of the lights must be sufficient to adequately and without ambiguity delineate the construction areas. The Contractor is responsible to maintain all barricade lights in working conditions to the approval of the Airport.

Barricades should include orange or alternating orange and white checkered flags at least 20 inches by 20 inches square and securely fastened to eliminate jet engine ingestion. The barricades shall be installed so that they are always in the extended position and properly oriented. Maximum spacing between barricades shall be eight (8) feet, or as shown on the approved plans, or as directed by the Airport.

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The use of frangible hazard markings, such as concrete barriers, railroad ties and/or metal-drum-type barricades is prohibited.

**a. Non-Movement Areas**

In addition to the general barricade requirements above, for projects that may impact airport business and facilities, it will be necessary to coordinate ingress and egress routes with the City. The Contractor shall coordinate and make provisions, including barricading, to accommodate aircraft movements to and from existing businesses and facilities within the construction area.

**b. Movement Areas**

In addition to the general barricade requirements above, all barricades, temporary markers, and other objects placed and left in safety areas associated with any runway, taxiway, or taxilane must be as low as possible to the ground; of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted to prevent displacement from prop wash, jet blast, rotor wash, or surface wind.

**Special Requirements:**

**1.** The Contractor shall be allowed to have a maximum of five (5) red flashing lights out of service at a single time. The Contractor shall be fined $250 each night that six (6) or more barricade lights are out of service. All fines shall be paid directly to the Airport.

**2.** The Contractor shall coordinate his construction so that taxiways and runways are open to traffic during weekends to the greatest extent possible consistent with FAA Safety Standards and the Airport's operational requirements.

**3.** The Contractor shall employ a "designated" person who will be responsible for ensuring that all barricades, signs, barricade lights, and any other traffic control devices are established and maintained in strict compliance with the contract requirements. The designated person shall:

**a.** Inspect all barricading and traffic control devices on a regular, recurring basis to ensure functionality and compliance with FAA standards.

**b.** Ensure that existing airport signage and lighting does not conflict or create any confusion with the barricades and traffic control devises and shall immediately bring any conflicting conditions to the attention of the City Inspector.

**c.** Be available 24 hours a day to maintain all barricades including lights and flags used to delineate construction and hazardous areas in fully operational condition.

**d.** Ensure that flagmen, when employed, are sufficiently trained to operate safely on the airport.

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**Aircraft Movement Area:**

**a. Vehicle Equipment – Daytime Operations:**

All Contractor vehicles and equipment operating in the AOA during daylight hours must be equipped with either a 3-foot by 3-foot international orange and white checker patterned flag mounted on a staff and secured to the vehicle in such a location as to be visible from all directions or a flashing amber beacon, light bar or similar warning light device mounted on the vehicle in such a location as to be visible from any direction.

**b. Vehicle Equipment –Escort Operations:**

Contractor vehicles may be used to escort a maximum of three (3) other vehicles onto AOA, (only for a short period of time). The vehicle providing the escort must lead and is responsible for the trailing vehicle(s).

When any vehicle other than those routinely used on the runways, taxiways and aprons is required to travel over any portion of aircraft movement areas, it shall be escorted by a vehicle properly identified to operate in the area or be provided with a flag on a staff so attached to the vehicle so that the flag will be readily visible.

A flag or escort vehicle is not required for vehicles that have been painted, marked, and lighted for routine use on aircraft movement areas. Any vehicle operation on the movement area during the hours of darkness shall be equipped with a flashing amber dome-type beacon.

Vehicular traffic crossing active movement areas must be controlled by two-way radio in communication with the control tower and by escort or flagman. The clearance shall be confirmed by the driver's personal observation that no aircraft is approaching his position. Aircraft have the right-of-way at all times.

**Airport Construction Restrictions and Requirements:**

The Contractor is responsible for compliance at all times with the policies and guidelines specified in Chandler Municipal Airport's *Construction Safety Plan*, and with the FAA Advisory Circular (AC) 150/5370-2 (latest edition), *Operational Safety on Airports During Construction*. These documents may be made available to the Contractor upon request.

**Approved Airfield Radios:**

If needed, the Contractor shall be responsible for obtaining and maintaining ICOM IC-A24/A6 VHF Air Band Transceiver radios, or approved equal, for his crews for use during construction and will not be permitted to borrow radios from the airport for use during construction. At a minimum, the Contractor shall provide radios for the Project Superintendent, all personnel required to control construction traffic across active runways, taxiways, and parking aprons, and operators on controlled surfaces, (i.e. sweeper operators, escort vehicles, or others who have need to operate/transit outside of the restricted construction areas). All costs associated with acquiring and maintaining the approved radios shall be considered incidental to SP-60.05.1 bid item and no separate payments will be made.

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**Haul Route:**
The Contractor must follow the haul route provided on the Approved Plans, or as directed by the Airport and/or Resident Project Representative (RPR). The Contractor shall keep all work areas clean of debris and shall be fully liable for any damages that occur to an aircraft caused by construction debris. The Contractor shall be responsible to restore any damages to any pavement used as haul routes incurred during construction to the original state at no additional cost to the owner. All cost associated with the restoration of the haul routes shall be considered incidental to other appropriate bid items and no separate payments will be made.

**Measurement and Payment:**
Measurement and payment for Airfield Safety and Security shall be by lump sum and shall be considered full compensation for furnishing all labor, materials, fuel, warning lights, crossing guards, escorts, furnishing, placing, and maintaining (day and night) all temporary fencing, barricades and lights, all vehicle and equipment markings, and training for all construction personnel, tools, equipment, flagmen, cell phones, radios, and incidentals to safely control traffic as identified in these Special Provisions and in the *Construction Safety and Phasing Plan* (Appendix A) to provide the proper security for Chandler Municipal Airport.

Partial payments of the lump sum item will be made uniformly over the contract time, provided that the airfield safety and security is maintained and satisfactory to the RPR. All costs for all work, tools, equipment, materials, etc. for Airfield Safety and Security as described herein shall be provided in the bid line item provided below.

Payment shall be made at the lump sum price shown in the Bid Schedule for:

| | |
|---|---|
| No. 5, Spec No. SP-60.05.1 | Airfield Safety and Security – per Lump Sum |

**END SECTION 60**

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# SECTION 70 MISCELLANEOUS

## 70.01 Project Signs

The Contractor shall furnish and erect one (1) project sign and one or more access gate sign(s). The signs shall be maintained by the Contractor for the duration of the project and shall be removed by the Contractor during final clean-up. The Owner in the Pre-Construction Conference shall determine the location of the project sign. The sign shall be furnished and erected by the Contractor prior to the start of construction. The project sign shall 4 feet by 8 feet, mounted on 4-inch by 4-inch posts buried 48 inches deep (minimum), where the sign is 3 feet above grade. The information on the sign shall be determined by the Chandler Municipal Airport, below is an example:

City of Chandler
DOLLARS AT WORK
CHANDLER MUNICIPAL AIRPORT

***Runway 4R-22L***
***Rehabilitation***
FINANCED BY
City of Chandler
Project Cost: $_____

The gate signs shall be 2 sign faces back to back and facing both directions of traffic. The gate sign shall be 4 feet by 8 feet, mounted on 4-inch by 4-inch posts buried 48 inches deep (minimum), where the sign is 3 feet above grade. The information on the gate signs shall be non-reflective green background and nonreflective white letter and numbers, as follows:

CHANDLER MUNICIPAL AIRPORT
GATE NO. _____

No direct payment will be made for furnishing and erecting the project sign and the access gate sign(s). The cost thereof shall be included in other items for which direct payment is made. The Engineer or his authorized representative shall determine the gate sign location(s).

If required by the Engineer, the Contractor shall provide and maintain public relations banners consisting of at least two (2) banners per staging area. The banners shall be approximately five (5) feet in height and twenty (20) feet in length, three (3) color vinyl reading the information above and including the "Chandler Municipal Airport" logos, or as directed by the Airport. Banners will be replaced as necessary to provide an acceptable condition. The Contractor shall not display or advertise their name or logo on the outside of the security fence or gates.

# END SECTION 70

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# DIVISION III

# FEDERAL TECHINICAL SPECIFICATIONS

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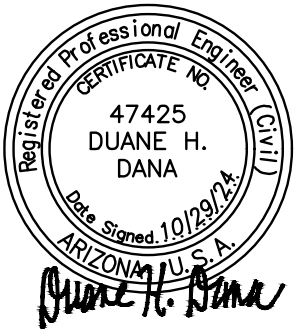

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# Item C-100 Contractor Quality Control Program (CQCP)

**100-1 General.** Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

**a.** Provide qualified personnel to develop and implement the CQCP.

**b.** Provide for the production of acceptable quality materials.

**c.** Provide sufficient information to assure that the specification requirements can be met.

**d.** Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

## 100-2 Description of program.

**a. General description.** The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

**b. Contractor Quality Control Program (CQCP).** The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

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The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

**100-3 CQCP organization.**

**a. QC technicians.** A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to a responsible project supervisor and shall perform the following functions:

1. Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
2. Performance of all QC tests as required by the technical specifications and paragraph100-8.
3. Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

**b. Staffing levels.** The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

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**100-4 Project progress schedule.** Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

**100-5 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

**a.** Specification item number

**b.** Item description

**c.** Description of submittal

**d.** Specification paragraph requiring submittal

**e.** Scheduled date of submittal

**100-6 Inspection requirements.** QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

**a.** During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

**b.** During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

**100-7 Contractor QC testing facility.**

**a.** For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

8.1.3 Equipment Calibration and Checks;

8.1.9 Equipment Calibration, Standardization, and Check Records;

8.1.12 Test Methods and Procedures

**100-8 QC testing plan.** As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test

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frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

**a.** Specification item number (e.g., P-401)

**b.** Item description (e.g., Hot Mix Asphalt Pavements)

**c.** Test type (e.g., gradation, grade, asphalt content)

**d.** Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

**e.** Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

**f.** Responsibility (e.g., plant technician)

**g.** Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

**100-9 Documentation.** The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by a responsible project supervisor.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

**a. Daily inspection reports.** Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

**1.** Technical specification item number and description

**2.** Compliance with approved submittals

**3.** Proper storage of materials and equipment

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4. Proper operation of all equipment
5. Adherence to plans and technical specifications
6. Summary of any necessary corrective actions
7. Safety inspection.
8. Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and a responsible project supervisor. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

**b. Daily test reports.** The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

1. Technical specification item number and description
2. Test designation
3. Location
4. Date of test
5. Control requirements
6. Test results
7. Causes for rejection
8. Recommended remedial actions
9. Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

**100-10 Corrective action requirements.** The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

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When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

**100-11 Inspection and/or observations by the RPR.** All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

**100-12 Noncompliance.**

**a.** The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

**b.** When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

**1.** Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

**2.** Order the Contractor to stop operations until appropriate corrective actions are taken.

## METHOD OF MEASUREMENT

**100-13 Basis of measurement and payment.** Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities, and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

**a.** With first pay request, 25% with approval of CQCP.

**b.** When 25% or more of the original contract is earned, an additional 25%.

**c.** When 50% or more of the original contract is earned, an additional 20%.

**d.** When 75% or more of the original contract is earned, an additional 20%

**e.** After final inspection and acceptance of project, the final 10%.

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## BASIS OF PAYMENT

**100-14 Payment will be made under:**

| | |
|---|---|
| No. 1, Spec C-100-14.1 | Contractor's Quality Control – per Lump Sum |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

| | |
|---|---|
| ASTM C1077 | Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation |
| ASTM D3665 | Standard Practice for Random Sampling of Construction Materials |
| ASTM D3666 | Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials |

## END OF ITEM C-100

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# Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

## DESCRIPTION

**102-1.1** This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved *Construction Safety and Phasing Plan* (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

**102-1.2** This project is subject to the terms and conditions of Arizona Pollutant Discharge Elimination System (AZPDES) General Permit No. AZG2020-001 for Storm Water Discharges Associated with Construction Activities (*2020 CGP*). Under the provisions of the *2020 CGP*, both the County and the Contractor shall be designated as operators, and both must ensure compliance with the terms and conditions contained therein.

Work under this item shall consist of preparing all required documents and certifications, performing inspections, and furnishing all materials, labor, and equipment necessary to comply with all requirements of *2020 CGP*.

## MATERIALS

**102-2.1 Grass.** Grass that will not compete with the grasses sown later for permanent cover per Item T-901shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

**102-2.2 Mulches.** Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

**102-2.3 Fertilizer.** Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

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**102-2.4 Slope drains.** Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

**102-2.5 Silt fence.** Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

**102-2.6 Other.** All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

## CONSTRUCTION REQUIREMENTS

**102-3.1 General.** In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

**102-3.2 Schedule.** Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

**102-3.3 Construction details.** The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

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The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

**102-3.4 Installation, maintenance and removal of silt fence.** Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

## PERMIT REQUIREMENTS

**102-4.1** Please note that the terms and conditions of Arizona Pollutant Discharge Elimination System (AZPDES) General Permit No. AZG2020-001 for Storm Water Discharges Associated with Construction Activities (*2020 CGP*), except to the extent that more explicit or more stringent requirements are written directly into the contract documents, have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

Both the Airport and the Contractor are designated as operators of the construction site. Both must complete a joint Notice of Intent (NOI) with both the Airport and the Contractor listed on the NOI and the Storm Water Pollution Prevention Plan (SWPPP) to comply with the terms and conditions of the *2020 CGP*.

The NOI's must be signed by the contractor in accordance with the signatory requirements of the *2020 CGP* and must contain all required eligibility certifications. The Project Manager for the Airport will ensure that both the Contractor's and the Airport's completed and signed NOI's are submitted to the ADEQ.

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It shall be the responsibility of the Contractor to prepare a joint SWPPP and both the Airport and the Contractor must ensure its compliance with the minimum conditions of the *2020 CGP*, including measures to protect impaired or unique waters, measures to protect threatened and/or endangered species, and measures to protect properties eligible for protection under the National Historic Preservation Act. The SWPPP must reflect the Contractor's entire scope of activities at the job site as anticipated for the duration of the construction activities. The Contractor must indicate in the SWPPP those changes in job site requirements and for the order of work performance that will require modifications to the SWPPP and include those modifications in the SWPPP.

Once completed, it shall be the responsibility of the Airport to review and approve the SWPPP prior to the start of work. The preconstruction conference shall not be held and the Contractor shall not be allowed to start work until the Airport has approved the SWPPP as being adequate and in accordance with the requirements of the *2020 CGP*. The Airport shall approve or not approve the SWPPP within seven (7) calendar days after receipt of the SWPPP from the Contractor for purposes of review. Failure of the Contractor and the Airport to reach agreement on the adequacy of the SWPPP prior to the preconstruction conference will delay the start of work. The Contractor shall not be entitled to additional compensation for costs that result from such delay in the construction start date.

The SWPPP is not to be submitted to the ADEQ unless directed to do so by the Airport or in response to a direct request from the ADEQ Director (or authorized representative). If the SWPPP must be submitted to the ADEQ for review and approval, authorization to discharge under the *2020 CGP* may be withheld by ADEQ for up to thirty-two (32) business days after receipt of the SWPPP.

It shall be the responsibility of the Contractor to implement the SWPPP, and ensure day-to-day compliance with the terms and conditions of the SWPPP and the *2020 CGP* The Contractor shall, with the approval of the Airport Project Coordinator, update and revise the SWPPP as necessary throughout the duration of the project to ensure compliance with the *2020 CGP* requirements.

The Contractor shall retain a copy of the SWPPP and the *2020 CGP* at a central location on the job site for the use of all operators whenever they are on the construction site. A copy of the signed SWPPP must be retained on the construction site or at another location easily accessible during normal working hours.

All subcontractors and construction site operators having control over only a portion of the construction site shall comply with the requirements of the *2020 CGP* and the common SWPPP under the supervision of the Contractor. The Contractor shall ensure that all partial site operators having day-today operational control of activities necessary to ensure compliance with the SWPPP or other permit requirements submit NOIs to ADEQ as required by the *2020 CGP*. Subcontractors and partial site operators shall ensure that their activities do not render any other party's pollution prevention plan measures ineffective.

The Contractor shall obtain and incorporate into the SWPPP copies of all NOIs required by the *2020 CGP*. The Contractor shall ensure that all required documents are complete and accurate, and all required NOIs are received by ADEQ at least two (2) business days before a contractor, subcontractor, or partial site operator is allowed to perform any work at the construction site.

The Contractor shall submit the Contractor's completed and signed NOI form to the ADEQ through the *myDEQ* through the ADEQ website (www.azdeq.gov).

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The Contractor shall provide a copy of the Contractor's completed and signed NOI form to the Airport at the preconstruction conference. The Contractor shall ensure that a copy of the Contractor's completed NOI form along with a copy of the Airport's completed NOI form is incorporated into the SWPPP. The Contractor must submit the NOI to the City if so directed by the Airport.

Failure by the Contractor to provide copies of the required completed NOI forms by the time of the preconstruction conference shall cause a delay in the construction start date. The Contractor shall not be entitled to additional compensation for costs that result from such delay in the construction start date.

The Contractor must submit an amended NOI if ADEQ provides notification that the previously submitted NOI is incomplete. The amended NOI must be submitted to the ADEQ, the Airport, and if so directed by the Airport, to the City.

The Contractor may assume coverage under the *2020 CGP* two (2) business days after receipt of the NOI by ADEQ; unless ADEQ provides notification that the NOI needs additional evaluation. Such notification may be made in writing, electronically, by fax, or by phone; and will typically be made within two (2) business days after receipt of the NOI. The Contractor cannot assume coverage under the permit and must delay the start of construction for a period of thirty-two (32) business days after receipt of the NOI by ADEQ, unless additional notice is received from ADEQ during this time period. If there is no additional notice, the Contractor may assume coverage under the *2020 CGP* and initiate construction activities at the end of the 32 business days.

**102-4.2** The SWPPP must be prepared prior to submitting the NOI to ADEQ for coverage under the *2020 CGP*, and the Contractor must implement the SWPPP as written from the initial commencement of construction activity until final stabilization is complete. A Draft SWPPP Plan Template is included in the project plans for use by the Contractor in preparing the final SWPPP. The SWPPP must be prepared in accordance with good engineering practice, and must:

**a.** Identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges from the construction site;

**b.** Identify, describe and ensure implementation of Best Management Practices (BMPs) that will be used to reduce the amount of pollutants in storm water discharges from the construction site;

**c.** Assure compliance with the terms and conditions of the *2020 CGP*; and

**d.** Identify the party responsible for on-site implementation of the SWPPP.

Specific requirements for the contents of the SWPPP include identification of all operators of the project site, and the areas over which each operator has control. The SWPPP must also provide a description of the nature of the construction activity that includes:

**a.** A description of the project and its intended use after the Notice of Termination (NOT) is filed (e.g. a municipal park, a municipal building, high density housing, a city street, a water treatment plant, a municipal airport, etc.);

**b.** A description of the intended sequence of activities that disturb the soil at the site (e.g. grubbing, excavation, grading, utilities, infrastructure installation, etc.);

**c.** The total area of the site, and an estimate of the total area of the site expected to be disturbed by excavation, grading, or other activities, including off-site barrow and fill areas;

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**d.** An estimate of the runoff coefficient of the site for both the pre-construction and postconstruction conditions, and data describing the soil and any existent data on the quality of any discharge from the site;

**e.** A general location map (e.g. USGS quadrangle map, a portion of a city or county map, or other map) with enough detail to identify the location of the construction site and the receiving waters within one mile of the site.

The SWPPP must contain a legible site map completed to scale that shows the entire site, and identifies:

**a.** The directions of storm water flow (e.g. use arrows to show which way or ways storm water will flow on, through, and off the site), and the approximate slopes anticipated after major grading activities;

**b.** Areas of soil disturbance and areas of no soil disturbance;

**c.** Locations of structural and non-structural controls identified in the SWPPP;

**d.** Locations where stabilization practices are expected to occur;

**e.** Locations of off-site material, waste, borrow areas, or equipment storage areas;

**f.** Locations of all surface water bodies (including wetlands);

**g.** Locations where storm water discharges to surface water (including dry washes) and to the City's storm sewer system;

**h.** Locations and registration numbers of on-site drywells;

**i.** Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.

The SWPPP must identify the nearest receiving water or waters, including ephemeral and intermittent streams, dry sloughs, and arroyos. If applicable, the SWPPP must also identify the area and extent of, and describe any wetlands near the site that could be disturbed or that could potentially receive discharges from the disturbed areas of the project.

The SWPPP must identify the location and describe any storm water or non-storm water discharges at the site associated with activity other than construction and other pollutant sources, such as fueling operations, on-site material storage areas, waste piles, etc. This includes discharges from dedicated asphalt plants and dedicated concrete plants that are covered by the *2020 CGP*.

The SWPPP must identify and address off-site storage areas or borrow areas that are used solely for this construction project.

The SWPPP must describe all pollution control measures that will be implemented as part of the construction project to control pollutants in storm water discharges. For each major activity identified in the project description, the SWPPP must clearly describe appropriate control measures; the general sequence during the construction process when the measures will be implemented; and identify the construction site operator responsible for the implementation of the described control measures.

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Off-site material storage areas (including overburden and stockpiles of dirt, borrow areas, etc.) used solely by the Contractor for the permitted construction project are considered a part of the project and must be addressed in the SWPPP.

For purposes of controlling erosion and sediment, the SWPPP must address the following:

**a.** Erosion and sediment controls must be designed to retain sediment on the construction site to the extent practicable.

**b.** All control measures must be properly selected, installed, and maintained per the manufacturer's specifications and good engineering practices. If periodic inspections or information is discovered that indicates a control has been used inappropriately, or installed incorrectly, the Contractor must replace or modify the control for site situations as soon as practicable and before the next anticipated storm event.

**c.** When sediment escapes the construction site, off-site accumulations of sediment must be routinely removed at a frequency sufficient to ensure no adverse effects on water quality.

The SWPPP must describe good housekeeping procedures to prevent litter, construction debris, and construction chemicals exposed to storm water from becoming a pollutant source for storm water discharges.

The SWPPP must include a description of and identify interim and permanent stabilization practices for the construction site, including a schedule of when the practices will be implemented. The SWPPP shall document those areas where existing vegetation will be preserved.

The Contractor must initiate stabilization measures within 14 calendar days in those areas where construction activities have temporarily or permanently ceased, except:

**a.** Where stabilization by the 14th day is precluded by frozen ground conditions, stabilization measures must be initiated as soon as practicable.

**b.** Where construction activity on a portion of the site has temporarily ceased, but earth disturbing activities will resume in that area within the 14 days. In this event, temporary stabilization measures do not have to be initiated on that portion of the site.

**c.** When the site is using vegetative stabilization measures and it is during seasonally arid conditions, vegetative stabilization measures must be initiated as soon as practicable.

The Contractor must maintain the following records as part of the SWPPP:

**a.** Dates when major grading activities occur;

**b.** Dates when construction activities temporarily or permanently cease on a portion of the site;

**c.** Dates when stabilization measures are initiated and completed, and the reasons for any delay.

The SWPPP must describe structural practices to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable. Placement of structural practices in floodplains should be avoided to the degree attainable. A combination of sediment and erosion control measures is required to achieve maximum pollutant removal. Sediment basins and velocity dissipation devices must be utilized and placed in accordance with Part IV.D.5 of the *2020 CGP*.

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The SWPPP must include a description of post-construction storm water management measures that will be installed during the construction process to control pollutants in storm water discharges after construction operations have been completed. Structural measures shall be placed on upland soils to the degree attainable and must be designed and installed consistent with applicable Airport or City storm water management requirements.

The SWPPP must identify all allowable sources of non-storm water discharges listed in Part l.C.2 of the *2020 CGP* except for flows from firefighting activities. Non-storm water discharges are to be eliminated or reduced to the extent feasible. The Contractor must implement appropriate BMPs to minimize pollutants in any non-storm water discharges and must describe those BMPs in the SWPPP. Except if used in emergency firefighting, super- chlorinated wastewaters must be held on-site until the chorine dissipates, or otherwise dechlorinated prior to discharge.

The SWPPP must describe:

**a.** Measures to prevent the discharge of solid materials, including building materials, to waters of the United States, except as authorized by a permit issued under section 404 of the Clean Water Act;

**b.** Measures to minimize off-site vehicle tracking of sediments, to the extent practicable, and the generation of on-site dust;

**c.** Construction and waste materials expected to be stored on-site with updates as appropriate. The SWPPP must also include a description of the controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, and spill prevention and response practices;

**d.** Any pollutant sources from areas other than construction (including storm water discharges from dedicated asphalt plants, dedicated concrete plants, and/or any other nonconstruction pollutant sources), with details of controls and measures that will be implemented at those sites to minimize pollutant discharges; and

**e.** Measures to sufficiently stabilize soil at culvert locations to prevent the formation of rills and gullies during construction.

The SWPPP must include a copy of the *2020 CGP*. Copies of the NOIs submitted to ADEQ and/or copies of the certificates received from ADEQ specifying the authorization numbers must also be incorporated into the SWPPP as they become available. If any other agreements with state, federal, or local officials exist that would affect the provisions or implementation of the SWPPP, copies of these agreements must also be included in the SWPPP. (Please note: these types of agreements would include grading and drainage approvals and/or permits, and storm water management approvals and/or permits issued by the City.)

The SWPPP must be consistent with applicable federal, state, and local requirements for soil and erosion control or storm water management. The SWPPP may incorporate by reference the appropriate elements of soil and erosion or storm water management plans required by other agencies. A copy of these requirements incorporated by reference must be provided as an attachment to the SWPPP and must be updated as necessary to remain consistent with any revisions made to the requirements by the responsible agency or agencies.

A schedule for routine inspections of the construction site must be included in the SWPPP. This schedule must comply with Part IV.H.1 and Part IV.H.2 of the *2020 CGP*.

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The Contractor must sign the SWPPP in accordance with Part VII.K of the *2020 CGP*. A copy of the signed SWPPP must be retained on the construction site or at another location easily accessible during normal working hours.

**102-4.3** The Contractor shall not begin any construction activity until all applicable SWPPP controls, devices, and practices have been put into place.

In accordance with the terms and conditions of the *2020 CGP*, the Contractor shall post the following documents at the construction site near the main entrance:

- **a.** The AZPDES authorization number for the project or a copy of the NOI if an authorization number has not yet been assigned,
- **b.** The name and telephone number of a local office or site contact person,
- **c.** A brief description of the construction project, and
- **d.** The location of the SWPPP if the site is inactive or does not have an on-site location to store the plan, and the name of the contact person for accessing the SWPPP.

The Contractor shall provide adequate and timely maintenance of vegetation, erosion and sediment control measures, and other protective measures and/or BMPs identified in the site plan or SWPPP to ensure that they remain in effective operating condition. Maintenance needs identified through inspections or other means shall be accomplished as soon as practicable and before the next anticipated storm event. If existing protective measures need to be modified or additional measures added, implementation of these changes must be completed before the next anticipated storm event, if practicable. If not practicable, implementation must be completed as soon as it is practicable. Sediment and debris must be removed from sediment traps, sediment ponds, trash racks, and similar structures when the design capacity of the structure has been reduced by fifty (50) percent.

The Contractor shall employ qualified personnel as defined by Part IV.H.3 of the *2020 CGP* to inspect construction site areas in accordance with the requirements of Part IV.H.4 of the *2020 CGP*. All inspection results shall be documented in reports that, at a minimum, include:

- **a.** The inspection date;
- **b.** The name, title, and qualifications of the person or persons performing the inspection. The qualifications must be either on or attached to the report. Alternatively, if the SWPPP documents the qualifications of the person or persons performing the inspection, then that portion of the SWPPP may be referenced;
- **c.** The weather information for the period since the last inspection (or since the start of construction if this is the first inspection), including the best estimate of the beginning of each storm event, the duration of each event, the time that has elapsed since the last storm event, and the approximate amount of rainfall for each event in inches;
- **d.** The location or locations of discharges of sediment or other pollutants from the site; Airport;
- **e.** The location or locations and identification of BMP's that need to be maintained, failed to operate as designed, or proved inadequate;

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**f.** The location or locations where additional BMP's that do not exist at the time of the inspection need to be implemented;

**g.** Any corrective actions required, including any changes to the SWPPP that are needed, and the dates for implementation;

**h.** Identification of all sources of non-storm water and their associated pollution prevention control measures; and

**i.** Identification of material storage areas, and any evidence of or potential for pollutant discharge from such areas.

The Contractor must retain the inspection reports and any records of follow-up actions taken for a period of at least three (3) years from the date permit coverage expires or is terminated. Inspection reports must identify any instance of non-compliance with the terms and conditions of the *2020 CGP*. Where no instance of non-compliance is identified, the report must contain a certification that the construction project or site is being operated in compliance with the SWPPP and the *2020 CGP*. The report shall be signed in accordance with Part VII.K of the permit. Copies of all inspection reports shall be provided to the Airport at least once each month throughout the duration of the project.

Based on the results of the inspection, the Contractor must modify the SWPPP to include additional or modified BMPs designed to correct problems identified. These revisions must be completed within seven (7) calendar days following the inspection. If existing BMPs need to be modified, or if additional BMPs are needed, implementation must be completed before the next anticipated storm event. If implementation before the next anticipated storm event is not practicable, implementation must occur as soon as it is practicable.

The Contractor, with the approval of the Airport, must amend the SWPPP within fifteen (15) business days whenever:

**1.** There is a change in design, construction, operation, or maintenance at the construction site that has a significant effect on the discharge of pollutants to the waters of the United States, and such effect has not been previously addressed in the SWPPP; or

**2.** Inspections, monitoring (if required), or investigations by the Contractor, the City, state officials, or federal officials determine the discharges are causing or contributing to water quality exceedances, or the SWPPP is ineffective in eliminating or significantly minimizing pollutants in storm water discharges from the construction site.

The SWPPP and all reports required under this contract shall be available to the public in accordance with the requirements of section 308b. of the Clean Water Act. The Contractor shall make plans and reports available upon request to the ADEQ Director (or authorized representative); State, Tribal, or local agency with approval authority for sediment and erosion control plans, grading plans, or storm water management plans; local government officials; or to the operator of a municipal separate storm sewer receiving discharges from the site in accordance with the terms and conditions of the *2020 CGP*.

The ADEQ Director (or authorized representative) may notify the Contractor and/or the Airport at any time that the SWPPP is inadequate or does not meet one or more of the requirements of Part IV of the *2020 CGP*. Within fifteen (15) business days of receipt of such notification from ADEQ (or as otherwise provided by ADEQ), the Contractor must make the required changes to the SWPPP and submit to the ADEQ a written

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certification that the requested changes were made and implemented. The ADEQ may request submittal or re-submittal of the SWPPP to verify that all deficiencies have been adequately addressed.

No condition of the *2020 CGP* or the SWPPP shall release the Contractor from any responsibilities or requirements under any other environmental statutes or regulations, including requirements for the prevention or minimization of the discharge of hazardous substances or oil. If there is a release containing a hazardous substance or oil in an amount equal to or greater than the reportable quantities established under federal regulations that has the potential to impact storm water discharges from this site, the Contractor must report the release to the regulatory agencies in accordance with regulatory requirements. In addition, the Contractor must modify the SWPPP within fourteen (14) calendar days after gaining knowledge of the release to provide a description of the release, the circumstances leading to the release, and the date of the release. The SWPPP must identify measures to minimize and/or prevent the occurrence of such releases, and appropriate measures for responding to such releases. The *2020 CGP* does not authorize the discharge of any substance resulting from on-site spills, or the discharge of oil or chemicals.

The SWPPP (including a copy of the *2020 CGP*) shall be kept on the project site from the date of commencement of construction activities to the date of submittal of the Notice of Termination (NOT). A copy of the SWPPP and the permit shall be retained by the Contractor for a period of at least three (3) years following the date of final stabilization of the construction site. The Contractor shall also retain for the same three-year period all reports required by the *2020 CGP* and all records of data used to complete the NOI.

It shall be the responsibility of the Contractor to ensure that copies of all documents and records retained by the Contractor in accordance with requirements of the AZPDES permit are also provided to the Airport.

Within thirty (30) days of the date of final stabilization of the construction site, the Contractor shall submit a completed and properly signed Notice of Termination (NOT) form to the Airport. The Airport will also complete a NOT form, and will submit both the Contractor's and the Airport's NOT to the ADEQ at the address specified on the NOT form; thereby terminating the Contractor's and the Airport's *2020 CGP* coverage for the project.

## METHOD OF MEASUREMENT

**102-5.1** Storm Water Pollution Prevention Plan (SWPPP) is for the Contractor's participation in the preparation of the SWPPP, the implementation of the SWPPP, and the modification of the SWPPP as necessary for compliance with the *2020 CGP*.

The SWPP will be paid as a lump sum on a monthly schedule of equal payments throughout the entire construction period including any retention required by the terms and conditions of the construction contract to be paid after filing of the Notice of Termination (NOT).

No separate measurement or direct payment will be made for preparing the Notice of Intent (NOI), the Notice of Termination (NOT), Inspection and Maintenance Reports, or other documentation required to perform the work, the cost being considered as included in the allowance.

**102-5.2** Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will not be measured and paid for directly but shall be considered as incidental to the implementation of the SWPPP.

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**a.** Temporary seeding and mulching.

**b.** Temporary slope drains.

**c.** Temporary benches, dikes, dams, and sediment basins, including necessary cleaning of sediment basins, and embankment placed as directed by the RPR.

**d.** Fertilizing.

**e.** Installation and removal of silt fence.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

**102-5.3** Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

## BASIS OF PAYMENT

**102-6.1** Payment will be made under:

| | |
|---|---|
| No. 2, Spec C-102-5.1 | Storm Water Pollution Prevention Plan – per Lump Sum |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5200-33 | Hazardous Wildlife Attractants on or Near Airports |
| AC 150/5370-2 | Operational Safety on Airports During Construction |

ASTM International (ASTM)

| | |
|---|---|
| ASTM D6461 | Standard Specification for Silt Fence Materials |

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

## END OF ITEM C-102

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# Item C-105 Mobilization

**105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-2 Mobilization limit.** Mobilization shall be limited to 6 percent of the total project cost. Any amount bid over 6 percent will be paid after Final Completion of the project.

**105-3 Posted notices**. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

**105-4 Engineer/RPR field office.** An Engineer/RPR field office is not required.

## METHOD OF MEASUREMENT

**105-5 Basis of measurement and payment.** Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

- **a.** With first pay request, 25%.
- **b.** When 25% or more of the original contract is earned, an additional 25%.
- **c.** When 50% or more of the original contract is earned, an additional 40%.
- **d.** After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials, the final 10%.

## BASIS OF PAYMENT

**105-6 Payment will be made under:**

| | |
|---|---|
| No. 3, Spec C-105-6.1 | Mobilization – per Lump Sum |

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## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 Employee Rights under the Davis-Bacon Act Poster

## END OF ITEM C-105

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# Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)

**110-1 General.** When the specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation ($S_n$) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, $Q_L$ for Lower Quality Index and/or $Q_U$ for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the technical sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform the Contractor that, in order to consistently offset the Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of the Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

**110-2 Method for computing PWL.** The computational sequence for computing PWL is as follows:

**a.** Divide the lot into n sublots in accordance with the acceptance requirements of the specification.

**b.** Locate the random sampling position within the sublot in accordance with the requirements of the specification.

**c.** Make a measurement at each location or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the specification.

**d.** Find the sample average (X) for all sublot test values within the lot by using the following formula:

$$X = (x_1 + x_2 + x_3 + \ldots x_n) / n$$

Where: X = Sample average of all sublot test values within a lot

x1, x2, . . .xn = Individual sublot test values

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n = Number of sublot test values

**e.** Find the sample standard deviation (Sn) by use of the following formula:

$$\mathbf{Sn = [(d_1^2 + d_2^2 + d_3^2 + \ldots d_n^2)/(n-1)]1/2}$$

Where: Sn = Sample standard deviation of the number of sublot test values in the set

d1, d2, . . .dn = Deviations of the individual sublot test values x1, x2, ... from the average value X

that is: $d_1 = (x_1 - X)$, $d_2 = (x_2 - X)$ ... $d_n = (x_n - X)$

n = Number of sublot test values

**f.** For single sided specification limits (i.e., L only), compute the Lower Quality Index QL by use of the following formula:

$$\mathbf{Q_L = (X - L) / S_n}$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with $Q_L$, using the column appropriate to the total number (n) of measurements. If the value of $Q_L$ falls between values shown on the table, use the next higher value of PWL.

**g.** For double-sided specification limits (i.e., L and U), compute the Quality Indexes $Q_L$ and $Q_U$ by use of the following formulas:

$$\mathbf{Q_L = (X - L) / S_n}$$

and

$$\mathbf{Q_U = (U - X) / S_n}$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with $Q_L$ and $Q_U$, using the column appropriate to the total number (n) of measurements, and determining the percent of material above $P_L$ and percent of material below $P_U$ for each tolerance limit. If the values of $Q_L$ fall between values shown on the table, use the next higher value of $P_L$ or $P_U$. Determine the PWL by use of the following formula:

$$\mathbf{PWL = (P_U + P_L) - 100}$$

Where: $P_L$ = percent within lower specification limit

$P_U$ = percent within upper specification limit

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# EXAMPLE OF PWL CALCULATION

**Project:** Example Project

**Test Item:** Item P-401, Lot A.

**A.** PWL Determination for Mat Density.

**1.** Density of four random cores taken from Lot A.

A-1 = 96.60

A-2 = 97.55

A-3 = 99.30

A-4 = 98.35

n = 4

**2.** Calculate average density for the lot.

$X = (x_1 + x_2 + x_3 + \ldots x_n) / n$

X = (96.60 + 97.55 + 99.30 + 98.35) / 4

X = 97.95% density

**3.** Calculate the standard deviation for the lot.

Sn = [((96.60 - 97.95)2 + (97.55 - 97.95)2 +(99.30 -97.95)2 + (98.35 -97.95)2)) / (4 - 1)]1/2

Sn = [(1.82 + 0.16 + 1.82 + 0.16) / 3]1/2

Sn = 1.15

**4.** Calculate the Lower Quality Index $Q_L$ for the lot. (L=96.3)

$Q_L = (X - L) / S_n$

$Q_L = (97.95 - 96.30) / 1.15$

$Q_L = 1.4348$

**5.** Determine PWL by entering Table 1 with $Q_L$= 1.44 and n= 4.

PWL = 98

**B.** PWL Determination for Air Voids.

**1.** Air Voids of four random samples taken from Lot A.

A-1 = 5.00

A-2 = 3.74

A-3 = 2.30

A-4 = 3.25

**2.** Calculate the average air voids for the lot.

$X = (x_1 + x_2 + x_3 \ldots n) / n$

X = (5.00 + 3.74 + 2.30 + 3.25) / 4

X = 3.57%

**3.** Calculate the standard deviation $S_n$ for the lot.

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Sn = [((3.57 - 5.00)2 + (3.57 - 3.74)2 + (3.57 - 2.30)2 + (3.57 -3.25)2) / (4 - 1)]1/2

Sn = [(2.04 + 0.03 + 1.62 + 0.10) / 3]1/2

Sn = 1.12

**4.** Calculate the Lower Quality Index $Q_L$ for the lot. (L= 2.0)

$Q_L = (X - L) / S_n$

$Q_L = (3.57 - 2.00) / 1.12$

$Q_L = 1.3992$

**5.** Determine $P_L$ by entering Table 1 with $Q_L = 1.41$ and n = 4.

$P_L = 97$

**6.** Calculate the Upper Quality Index $Q_U$ for the lot. (U= 5.0)

$Q_U = (U - X) / S_n$

$Q_U = (5.00 - 3.57) / 1.12$

$Q_U = 1.2702$

**7.** Determine PU by entering Table 1 with $Q_U = 1.29$ and n = 4.

$P_U = 93$

**8.** Calculate Air Voids PWL

$PWL = (P_L + P_U) - 100$

PWL = (97 + 93) - 100 = 90

## EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

**A.** Outlier Determination for Mat Density.

**1.** Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

**2.** From ASTM E178, Table 1, for n=4 an upper 5% significance level, the critical value for test criterion = 1.463.

**3.** Use average density, standard deviation, and test criterion value to evaluate density measurements.

**a.** For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion,

then the measurement is not considered an outlier.

For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

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Since 1.174 is less than 1.463, the value is not an outlier.

**b.** For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion,

then the measurement is not considered an outlier.

For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

**Note:** In this example, a measurement would be considered an outlier if the density were:

Greater than (97.95 + 1.463 × 1.15) = 99.63%

OR

less than (97.95 - 1.463 × 1.15) = 96.27%.

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**Table 1. Table for Estimating Percent of Lot Within Limits (PWL)**

| Percent Within Limits ($P_L$ and $P_U$) | Positive Values of Q ($Q_L$ and $Q_U$) | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | n=3 | n=4 | n=5 | n=6 | n=7 | n=8 | n=9 | n=10 |
| 99 | 1.1541 | 1.4700 | 1.6714 | 1.8008 | 1.8888 | 1.9520 | 1.9994 | 2.0362 |
| 98 | 1.1524 | 1.4400 | 1.6016 | 1.6982 | 1.7612 | 1.8053 | 1.8379 | 1.8630 |
| 97 | 1.1496 | 1.4100 | 1.5427 | 1.6181 | 1.6661 | 1.6993 | 1.7235 | 1.7420 |
| 96 | 1.1456 | 1.3800 | 1.4897 | 1.5497 | 1.5871 | 1.6127 | 1.6313 | 1.6454 |
| 95 | 1.1405 | 1.3500 | 1.4407 | 1.4887 | 1.5181 | 1.5381 | 1.5525 | 1.5635 |
| 94 | 1.1342 | 1.3200 | 1.3946 | 1.4329 | 1.4561 | 1.4717 | 1.4829 | 1.4914 |
| 93 | 1.1269 | 1.2900 | 1.3508 | 1.3810 | 1.3991 | 1.4112 | 1.4199 | 1.4265 |
| 92 | 1.1184 | 1.2600 | 1.3088 | 1.3323 | 1.3461 | 1.3554 | 1.3620 | 1.3670 |
| 91 | 1.1089 | 1.2300 | 1.2683 | 1.2860 | 1.2964 | 1.3032 | 1.3081 | 1.3118 |
| 90 | 1.0982 | 1.2000 | 1.2290 | 1.2419 | 1.2492 | 1.2541 | 1.2576 | 1.2602 |
| 89 | 1.0864 | 1.1700 | 1.1909 | 1.1995 | 1.2043 | 1.2075 | 1.2098 | 1.2115 |
| 88 | 1.0736 | 1.1400 | 1.1537 | 1.1587 | 1.1613 | 1.1630 | 1.1643 | 1.1653 |
| 87 | 1.0597 | 1.1100 | 1.1173 | 1.1192 | 1.1199 | 1.1204 | 1.1208 | 1.1212 |
| 86 | 1.0448 | 1.0800 | 1.0817 | 1.0808 | 1.0800 | 1.0794 | 1.0791 | 1.0789 |
| 85 | 1.0288 | 1.0500 | 1.0467 | 1.0435 | 1.0413 | 1.0399 | 1.0389 | 1.0382 |
| 84 | 1.0119 | 1.0200 | 1.0124 | 1.0071 | 1.0037 | 1.0015 | 1.0000 | 0.9990 |
| 83 | 0.9939 | 0.9900 | 0.9785 | 0.9715 | 0.9671 | 0.9643 | 0.9624 | 0.9610 |
| 82 | 0.9749 | 0.9600 | 0.9452 | 0.9367 | 0.9315 | 0.9281 | 0.9258 | 0.9241 |
| 81 | 0.9550 | 0.9300 | 0.9123 | 0.9025 | 0.8966 | 0.8928 | 0.8901 | 0.8882 |
| 80 | 0.9342 | 0.9000 | 0.8799 | 0.8690 | 0.8625 | 0.8583 | 0.8554 | 0.8533 |
| 79 | 0.9124 | 0.8700 | 0.8478 | 0.8360 | 0.8291 | 0.8245 | 0.8214 | 0.8192 |
| 78 | 0.8897 | 0.8400 | 0.8160 | 0.8036 | 0.7962 | 0.7915 | 0.7882 | 0.7858 |
| 77 | 0.8662 | 0.8100 | 0.7846 | 0.7716 | 0.7640 | 0.7590 | 0.7556 | 0.7531 |
| 76 | 0.8417 | 0.7800 | 0.7535 | 0.7401 | 0.7322 | 0.7271 | 0.7236 | 0.7211 |
| 75 | 0.8165 | 0.7500 | 0.7226 | 0.7089 | 0.7009 | 0.6958 | 0.6922 | 0.6896 |
| 74 | 0.7904 | 0.7200 | 0.6921 | 0.6781 | 0.6701 | 0.6649 | 0.6613 | 0.6587 |
| 73 | 0.7636 | 0.6900 | 0.6617 | 0.6477 | 0.6396 | 0.6344 | 0.6308 | 0.6282 |
| 72 | 0.7360 | 0.6600 | 0.6316 | 0.6176 | 0.6095 | 0.6044 | 0.6008 | 0.5982 |
| 71 | 0.7077 | 0.6300 | 0.6016 | 0.5878 | 0.5798 | 0.5747 | 0.5712 | 0.5686 |
| 70 | 0.6787 | 0.6000 | 0.5719 | 0.5582 | 0.5504 | 0.5454 | 0.5419 | 0.5394 |
| 69 | 0.6490 | 0.5700 | 0.5423 | 0.5290 | 0.5213 | 0.5164 | 0.5130 | 0.5105 |
| 68 | 0.6187 | 0.5400 | 0.5129 | 0.4999 | 0.4924 | 0.4877 | 0.4844 | 0.4820 |
| 67 | 0.5878 | 0.5100 | 0.4836 | 0.4710 | 0.4638 | 0.4592 | 0.4560 | 0.4537 |
| 66 | 0.5563 | 0.4800 | 0.4545 | 0.4424 | 0.4355 | 0.4310 | 0.4280 | 0.4257 |
| 65 | 0.5242 | 0.4500 | 0.4255 | 0.4139 | 0.4073 | 0.4030 | 0.4001 | 0.3980 |
| 64 | 0.4916 | 0.4200 | 0.3967 | 0.3856 | 0.3793 | 0.3753 | 0.3725 | 0.3705 |
| 63 | 0.4586 | 0.3900 | 0.3679 | 0.3575 | 0.3515 | 0.3477 | 0.3451 | 0.3432 |
| 62 | 0.4251 | 0.3600 | 0.3392 | 0.3295 | 0.3239 | 0.3203 | 0.3179 | 0.3161 |
| 61 | 0.3911 | 0.3300 | 0.3107 | 0.3016 | 0.2964 | 0.2931 | 0.2908 | 0.2892 |
| 60 | 0.3568 | 0.3000 | 0.2822 | 0.2738 | 0.2691 | 0.2660 | 0.2639 | 0.2624 |
| 59 | 0.3222 | 0.2700 | 0.2537 | 0.2461 | 0.2418 | 0.2391 | 0.2372 | 0.2358 |
| 58 | 0.2872 | 0.2400 | 0.2254 | 0.2186 | 0.2147 | 0.2122 | 0.2105 | 0.2093 |
| 57 | 0.2519 | 0.2100 | 0.1971 | 0.1911 | 0.1877 | 0.1855 | 0.1840 | 0.1829 |
| 56 | 0.2164 | 0.1800 | 0.1688 | 0.1636 | 0.1607 | 0.1588 | 0.1575 | 0.1566 |
| 55 | 0.1806 | 0.1500 | 0.1406 | 0.1363 | 0.1338 | 0.1322 | 0.1312 | 0.1304 |
| 54 | 0.1447 | 0.1200 | 0.1125 | 0.1090 | 0.1070 | 0.1057 | 0.1049 | 0.1042 |
| 53 | 0.1087 | 0.0900 | 0.0843 | 0.0817 | 0.0802 | 0.0793 | 0.0786 | 0.0781 |
| 52 | 0.0725 | 0.0600 | 0.0562 | 0.0544 | 0.0534 | 0.0528 | 0.0524 | 0.0521 |
| 51 | 0.0363 | 0.0300 | 0.0281 | 0.0272 | 0.0267 | 0.0264 | 0.0262 | 0.0260 |
| 50 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 | 0.0000 |

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| Percent Within Limits ($P_L$ and $P_U$) | Negative Values of Q ($Q_L$ and $Q_U$) | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | n=3 | n=4 | n=5 | n=6 | n=7 | n=8 | n=9 | n=10 |
| 49 | -0.0363 | -0.0300 | -0.0281 | -0.0272 | -0.0267 | -0.0264 | -0.0262 | -0.0260 |
| 48 | -0.0725 | -0.0600 | -0.0562 | -0.0544 | -0.0534 | -0.0528 | -0.0524 | -0.0521 |
| 47 | -0.1087 | -0.0900 | -0.0843 | -0.0817 | -0.0802 | -0.0793 | -0.0786 | -0.0781 |
| 46 | -0.1447 | -0.1200 | -0.1125 | -0.1090 | -0.1070 | -0.1057 | -0.1049 | -0.1042 |
| 45 | -0.1806 | -0.1500 | -0.1406 | -0.1363 | -0.1338 | -0.1322 | -0.1312 | -0.1304 |
| 44 | -0.2164 | -0.1800 | -0.1688 | -0.1636 | -0.1607 | -0.1588 | -0.1575 | -0.1566 |
| 43 | -0.2519 | -0.2100 | -0.1971 | -0.1911 | -0.1877 | -0.1855 | -0.1840 | -0.1829 |
| 42 | -0.2872 | -0.2400 | -0.2254 | -0.2186 | -0.2147 | -0.2122 | -0.2105 | -0.2093 |
| 41 | -0.3222 | -0.2700 | -0.2537 | -0.2461 | -0.2418 | -0.2391 | -0.2372 | -0.2358 |
| 40 | -0.3568 | -0.3000 | -0.2822 | -0.2738 | -0.2691 | -0.2660 | -0.2639 | -0.2624 |
| 39 | -0.3911 | -0.3300 | -0.3107 | -0.3016 | -0.2964 | -0.2931 | -0.2908 | -0.2892 |
| 38 | -0.4251 | -0.3600 | -0.3392 | -0.3295 | -0.3239 | -0.3203 | -0.3179 | -0.3161 |
| 37 | -0.4586 | -0.3900 | -0.3679 | -0.3575 | -0.3515 | -0.3477 | -0.3451 | -0.3432 |
| 36 | -0.4916 | -0.4200 | -0.3967 | -0.3856 | -0.3793 | -0.3753 | -0.3725 | -0.3705 |
| 35 | -0.5242 | -0.4500 | -0.4255 | -0.4139 | -0.4073 | -0.4030 | -0.4001 | -0.3980 |
| 34 | -0.5563 | -0.4800 | -0.4545 | -0.4424 | -0.4355 | -0.4310 | -0.4280 | -0.4257 |
| 33 | -0.5878 | -0.5100 | -0.4836 | -0.4710 | -0.4638 | -0.4592 | -0.4560 | -0.4537 |
| 32 | -0.6187 | -0.5400 | -0.5129 | -0.4999 | -0.4924 | -0.4877 | -0.4844 | -0.4820 |
| 31 | -0.6490 | -0.5700 | -0.5423 | -0.5290 | -0.5213 | -0.5164 | -0.5130 | -0.5105 |
| 30 | -0.6787 | -0.6000 | -0.5719 | -0.5582 | -0.5504 | -0.5454 | -0.5419 | -0.5394 |
| 29 | -0.7077 | -0.6300 | -0.6016 | -0.5878 | -0.5798 | -0.5747 | -0.5712 | -0.5686 |
| 28 | -0.7360 | -0.6600 | -0.6316 | -0.6176 | -0.6095 | -0.6044 | -0.6008 | -0.5982 |
| 27 | -0.7636 | -0.6900 | -0.6617 | -0.6477 | -0.6396 | -0.6344 | -0.6308 | -0.6282 |
| 26 | -0.7904 | -0.7200 | -0.6921 | -0.6781 | -0.6701 | -0.6649 | -0.6613 | -0.6587 |
| 25 | -0.8165 | -0.7500 | -0.7226 | -0.7089 | -0.7009 | -0.6958 | -0.6922 | -0.6896 |
| 24 | -0.8417 | -0.7800 | -0.7535 | -0.7401 | -0.7322 | -0.7271 | -0.7236 | -0.7211 |
| 23 | -0.8662 | -0.8100 | -0.7846 | -0.7716 | -0.7640 | -0.7590 | -0.7556 | -0.7531 |
| 22 | -0.8897 | -0.8400 | -0.8160 | -0.8036 | -0.7962 | -0.7915 | -0.7882 | -0.7858 |
| 21 | -0.9124 | -0.8700 | -0.8478 | -0.8360 | -0.8291 | -0.8245 | -0.8214 | -0.8192 |
| 20 | -0.9342 | -0.9000 | -0.8799 | -0.8690 | -0.8625 | -0.8583 | -0.8554 | -0.8533 |
| 19 | -0.9550 | -0.9300 | -0.9123 | -0.9025 | -0.8966 | -0.8928 | -0.8901 | -0.8882 |
| 18 | -0.9749 | -0.9600 | -0.9452 | -0.9367 | -0.9315 | -0.9281 | -0.9258 | -0.9241 |
| 17 | -0.9939 | -0.9900 | -0.9785 | -0.9715 | -0.9671 | -0.9643 | -0.9624 | -0.9610 |
| 16 | -1.0119 | -1.0200 | -1.0124 | -1.0071 | -1.0037 | -1.0015 | -1.0000 | -0.9990 |
| 15 | -1.0288 | -1.0500 | -1.0467 | -1.0435 | -1.0413 | -1.0399 | -1.0389 | -1.0382 |
| 14 | -1.0448 | -1.0800 | -1.0817 | -1.0808 | -1.0800 | -1.0794 | -1.0791 | -1.0789 |
| 13 | -1.0597 | -1.1100 | -1.1173 | -1.1192 | -1.1199 | -1.1204 | -1.1208 | -1.1212 |
| 12 | -1.0736 | -1.1400 | -1.1537 | -1.1587 | -1.1613 | -1.1630 | -1.1643 | -1.1653 |
| 11 | -1.0864 | -1.1700 | -1.1909 | -1.1995 | -1.2043 | -1.2075 | -1.2098 | -1.2115 |
| 10 | -1.0982 | -1.2000 | -1.2290 | -1.2419 | -1.2492 | -1.2541 | -1.2576 | -1.2602 |
| 9 | -1.1089 | -1.2300 | -1.2683 | -1.2860 | -1.2964 | -1.3032 | -1.3081 | -1.3118 |
| 8 | -1.1184 | -1.2600 | -1.3088 | -1.3323 | -1.3461 | -1.3554 | -1.3620 | -1.3670 |
| 7 | -1.1269 | -1.2900 | -1.3508 | -1.3810 | -1.3991 | -1.4112 | -1.4199 | -1.4265 |
| 6 | -1.1342 | -1.3200 | -1.3946 | -1.4329 | -1.4561 | -1.4717 | -1.4829 | -1.4914 |
| 5 | -1.1405 | -1.3500 | -1.4407 | -1.4887 | -1.5181 | -1.5381 | -1.5525 | -1.5635 |
| 4 | -1.1456 | -1.3800 | -1.4897 | -1.5497 | -1.5871 | -1.6127 | -1.6313 | -1.6454 |
| 3 | -1.1496 | -1.4100 | -1.5427 | -1.6181 | -1.6661 | -1.6993 | -1.7235 | -1.7420 |
| 2 | -1.1524 | -1.4400 | -1.6016 | -1.6982 | -1.7612 | -1.8053 | -1.8379 | -1.8630 |
| 1 | -1.1541 | -1.4700 | -1.6714 | -1.8008 | -1.8888 | -1.9520 | -1.9994 | -2.0362 |

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## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM E178 | Standard Practice for Dealing with Outlying Observations |

## END OF ITEM C-110

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# Item P-101 Preparation/Removal of Existing Pavements

## DESCRIPTION

**101-1** This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

## EQUIPMENT AND MATERIALS

**101-2** All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

## CONSTRUCTION

### 101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

**a. Concrete pavement removal.** Full depth saw cuts shall be made perpendicular to the slab surface. The Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the plans and per the specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. The pavement inside the saw cut shall be removed by methods which will not cause distress in the pavement which is to remain in place. If the material is to be wasted on the airport site, it shall be reduced to a maximum size of 2 inches. Concrete slabs that are damaged by under breaking shall be repaired or removed and replaced as directed by the RPR.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Spall and underbreak repair shall be in accordance with the plans. Any underlaying material that is to remain in place, shall be recompacted and/or replaced as shown on the plans. Adjacent areas damaged during repair shall be repaired or replaced at the Contractor's expense.

**b. Asphalt pavement removal.** Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. If the material is to be incorporated into embankment, it shall be broken to a maximum size of 2 inches.

**c. Repair or removal of Base, Subbase, and/or Subgrade.** All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

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**101-3.2 Preparation of joints and cracks prior to overlay/surface treatment.** Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the specific area with a concentrated solution of a water-based herbicide approved by the RPR. Fill all cracks greater than 1/4 inch wide with a crack sealant per ASTM D6690. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch, not to exceed 1/4 inch. Any excess joint or crack sealer shall be removed from the pavement surface.

**101-3.3 Removal of Foreign Substances/contaminates prior to remarking.** Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

Chemicals, high-pressure water, heater scarifier (asphaltic concrete only), cold milling or sandblasting may be used. If chemicals are used, they shall comply with the state's environmental protection regulations. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans.

**101-3.4 Concrete spall or failed asphaltic concrete pavement repair.**

**a. Repair of concrete spalls in areas to be overlaid with asphalt.** Not used.

**b. Asphalt pavement repair.** The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The failed areas shall be removed as specified in paragraph 101-3.1b. All failed material including surface, base course, subbase course, and subgrade shall be removed. Materials and methods of construction shall comply with the applicable sections of these specifications.

**101-3.5 Cold milling.** Milling shall be performed with a power-operated milling machine or grinder, capable of producing a uniform finished surface. The milling machine or grinder shall operate without tearing or gouging the underlaying surface. The milling machine or grinder shall be equipped with grade and slope controls, and a positive means of dust control. All millings shall be removed and disposed in areas designated on the plans. If the Contractor mills or grinds deeper or wider than the plans specify, the Contractor shall replace the material removed with new material at the Contractor's Expense.

**a. Patching.** The milling machine shall be capable of cutting a vertical edge without chipping or spalling the edges of the remaining pavement and it shall have a positive method of controlling the depth of cut. The RPR shall layout the area to be milled with a straightedge in increments of 1-foot widths. The

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area to be milled shall cover only the failed area. Any excessive area that is milled because the Contractor doesn't have the appropriate milling machine, or areas that are damaged because of his negligence, shall be repaired by the Contractor at the Contractor's Expense.

**b. Profiling, grade correction, or surface correction.** The milling machine shall have a minimum width of 7 feet and it shall be equipped with electronic grade control devices that will cut the surface to the grade specified. The tolerances shall be maintained within +0 inch and -1/4 inch the specified grade. The machine must cut vertical edges and have a positive method of dust control. The machine must have the ability to remove the millings or cuttings from the pavement and load them into a truck. All millings shall be removed and disposed of in areas designated on the plans.

**c. Clean-up.** The Contractor shall sweep the milled surface daily and immediately after the milling until all residual materials are removed from the pavement surface. Prior to paving, the Contractor shall wet down the milled pavement and thoroughly sweep and/or blow the surface to remove loose residual material. Waste materials shall be collected and removed from the pavement surface and adjacent areas by sweeping or vacuuming. Waste materials shall be removed and disposed in areas designated on the plans.

**101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment.** Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

**a.** Patch asphalt pavement surfaces that have been softened by petroleum derivatives or have failed due to any other cause. Remove damaged pavement to the full depth of the damage and replace with new asphalt pavement similar to that of the existing pavement in accordance with paragraph 101-3.4b.

**b.** Repair joints and cracks in accordance with paragraph 101-3.2.

**c.** Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

**d.** Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

**101-3.7 Maintenance.** The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor's expense.

**101-3.8 Preparation of Joints in Rigid Pavement prior to resealing.** Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the joint and does not damage the joint.

**101-3.8.1 Removal of Existing Joint Sealant.** All existing joint sealants will be removed by plowing or use of hand tools. Any remaining sealant and or debris will be removed by use of wire brushes or other tools as necessary. Resaw joints removing no more than 1/16 inch from each joint face. Immediately after sawing, flush out joint with water and other tools as necessary to completely remove the slurry.

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**101-3.8.2 Cleaning prior to sealing.** Immediately before sealing, joints shall be cleaned by removing any remaining laitance and other foreign material. Allow sufficient time to dry out joints prior to sealing. Joint surfaces will be surface-dry prior to installation of sealant.

**101-3.8.3 Joint sealant.** Joint material and installation will be in accordance with Item P-605.

**101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing.** Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans the cracks and does not damage the pavement.

**101-3.9.1 Preparation of Crack.** Widen crack with router by removing a minimum of 1/16 inch from each side of crack. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air.

**101-3.9.2 Removal of Existing Crack Sealant.** Existing sealants will be removed by routing. Following routing any remaining debris will be removed by use of a hot lance combined with oil and water-free compressed air.

**101-3.9.3 Crack Sealant.** Crack sealant material and installation will be in accordance with Item P-605.

**101-3.9.4 Removal of Pipe and other Buried Structures.**

a. **Removal of Existing Pipe Material.** Not used.

b. **Removal of Inlets/Manholes.** Not used.

## METHOD OF MEASUREMENT

**101-4.1 Pavement Removal.** Not used.

**101-4.2 Cold Milling.** The unit of measure for cold milling shall be the number of square yards removed by the Contractor. The location and average depth of the cold milling shall be as shown on the plans.

## BASIS OF PAYMENT

**101-5.1 Payment.** Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

| | |
|---|---|
| No. 6, Spec P 101-5.1 | Mill Asphaltic Concrete Pavement (2-inch Depth) – Per Square Yard |

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## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6 *Guidelines and Procedures for Maintenance of Airport Pavements*

ASTM International (ASTM)

ASTM D6690 *Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements*

## END OF ITEM P-101

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# Item P-152 Excavation, Subgrade, and Embankment

## DESCRIPTION

**152-1.1** This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

**152-1.2 Classification.** All material excavated shall be classified as defined below:

**a. Unclassified excavation.** Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature which is not otherwise classified and paid for under one of the following items.

**b. Over-excavation.** Over-excavation shall consist of the removal and replacement of historic fill materials not suitable for foundation material.

**152-1.3 Unsuitable excavation.** Unsuitable material shall be disposed in designated waste areas as shown on the plans. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

## CONSTRUCTION METHODS

**152-2.1 General.** Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

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If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

**a. Blasting.** Blasting shall not be allowed.

**152-2.2 Excavation.** No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

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**a. Selective grading.** When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

**b. Undercutting.** Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard for unsuitable excavation. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans.

Soft, wet, or unstable subgrade that is encountered during cold milling operations, the Contractor shall perform one of the following (pending field conditions and upon approval of the RPR):

**i. For Wet, Suitable Subgrade:** Remove or disk in-place to a depth of 24-inches, and recompact once the material has dried sufficiently. In-situ testing shall be included for estimating the field CBR and shear strength (such as correlations from Dynamic Cone Penetrometer and/or vane shear testing). The results of the testing will be used by the Engineer on Record to evaluate the lateral extent and level of subgrade improvements required. The work required to address the Suitable Subgrade identified above shall only be performed with advance approval of the RPR after the RPR concurs with the Contractor's proposed method. All additional AC removal, hauling, work, equipment, 4-inches of new AC pavement, and material required for Suitable Subgrade shall be considered incidental to the Unsuitable Excavation Payment Line Item provided in the bid schedule. See also Sections 152-3.2 and 152-4.2 herein.

**ii. For Unsuitable Subgrade:** Remove the unstable or unsuitable subgrade material to a minimum depth of 24-inches and backfill with asphalt millings and compact in accordance with 152-2.10. In-situ testing shall be included for estimating the field CBR and shear strength (such as correlations from Dynamic Cone Penetrometer and/or vane shear testing). The results of the testing will be used by the Engineer on Record to evaluate the lateral extent and level of subgrade improvements required. The work required for Unsuitable Subgrade identified above shall only be performed with advance approval of the RPR after the RPR concurs with the Contractor's proposed method. All additional AC removal, hauling, work, equipment, 4-inches of new AC pavement, and material required for Unsuitable Subgrade shall be considered incidental to the Unsuitable Excavation Payment Line Item provided in the bid schedule. See also Sections 152-3.2 and 152-4.2 herein.

The work required for Unsuitable Subgrade identified above shall only be performed with advance approval of the RPR after the RPR concurs with the Contractor's proposed method. All hauling, work, equipment and material required for Unsuitable Subgrade shall be considered incidental to the Unsuitable Excavation Payment Line Item provided in the bid schedule. See also Sections 152-3.3 and 152-4.3 herein.

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**c. Over-break.** Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

**d. Removal of utilities.** The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

**152-2.3 Borrow excavation.** Borrow areas within the airport property are indicated on the plans. Borrow excavation shall be made only at these designated locations and within the horizontal and vertical limits as staked or as directed by the RPR. All unsuitable material shall be disposed of by the Contractor as shown on the plans. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

**152-2.4 Drainage excavation.** Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

**152-2.5 Preparation of cut areas or areas where existing pavement has been removed.** In those areas on which a subbase or base course is to be placed, the top 8 inches of subgrade shall be compacted to not less than 95% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

**152-2.6 Preparation of embankment area.** All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

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**152-2.7 Control Strip.** The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

**152-2.8 Formation of embankments.** The material shall be constructed in lifts as established in the control strip, but not less than 6 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within ±2% of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The Contractor's laboratory will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D698. A new Proctor shall be developed for each soil type based on visual classification.

The Contractor's laboratory shall perform all density tests in the presence of the RPR and provide test results upon completion to the Engineer for acceptance. Density tests will be taken for every 3,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

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If the material has greater than 30% retained on the 3/4-inch sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 95% of maximum density for non-cohesive soils, and 90% of maximum density for cohesive soils as determined by ASTM D698. Under all areas to be paved, the embankments shall be compacted to a depth of 8 inches and to a density of not less than 95% of the maximum density as determined by ASTM D698. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM D1556 and ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

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**152-2.9 Proof rolling.** The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. Before start of embankment, and after compaction is completed, but prior to lime-treatment, the subgrade area shall be proof rolled with a 30 ton Proof Roller with tires spaced not more than 32 inches on-center with tires inflated to 125 psi in the presence of the RPR. Apply a minimum of 3 coverages, or as specified by the RPR under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch or show permanent deformation greater than 1 inch shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

**152-2.10 Compaction requirements.** The subgrade under areas to be paved shall be compacted to a depth of 8 inches and to a density of not less than 95% of the maximum dry density as determined by ASTM D698. On all areas outside the pavement areas, no compaction will be required on the top 4 inches.

The material under areas to be paved to be compacted shall be within -3% and +1% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). The material under areas outside the pavement areas to be compacted shall be within -1% and +3% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the ¾ inch sieve, follow the methods in ASTM D698. Tests for moisture content and compaction will be taken at a minimum of 3,000 square yards of subgrade. All quality assurance testing shall be done by the Contractor's laboratory in the presence of the RPR, and density test results shall be furnished upon completion to the RPR for acceptance determination.

The in-place field density shall be determined in accordance with ASTM D1556 and ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

**152-2.11 Finishing and protection of subgrade.** Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

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**152-2.12 Haul.** All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

**152-2.13 Surface Tolerances.** In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

**a. Smoothness.** The finished surface shall not vary more than +/- ½ inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

**b. Grade.** The grade and crown shall be measured on a 50-foot grid and shall be within +/-0.05 feet of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to placed, grade shall not vary more than 0.10 feet from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

**152-2.14 Topsoil.** When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

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**152-2.15 Over-Excavation.** Underneath paved areas the minimum over-excavation depth is 5 feet below the existing or finished grade, whichever is greater or as shown in the plans. For the building footprint and extending 5 feet outside, the minimum over-excavation depth is 10 feet below the existing or finished floor elevation, whichever is greater. The exposed ground surface shall be scarified, moisture conditioned and compacted to a minimum depth of 8 inches. Additional over-excavation may be required as determined by the engineer where deeper soft soils do not allow for adequate compaction. The removed soils may be re-used and replaced in moisture conditioned and compacted lifts. Refer to **Section 152-2.10** *Compaction Requirements* for moisture content and degree of compaction.

## METHOD OF MEASUREMENT

**152-3.1** Over-Excavation and Replacement of Unsuitable Materials shall be measured by the cubic yards in accordance with Section 152-2.2.b. Measurement shall be from the original position of the existing subgrade prior to excavation of unsuitable material less the measured surface after excavation of unsuitable material when complete. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed. Measurement shall include furnishing all materials, labor, equipment, tools, and incidentals necessary to excavate, remove, haul and properly dispose of the unsuitable material off-site, asphalt millings or aggregate base course (P-209), compaction and finishing of the suitable material in its place, and including the hauling of remaining materials off-site. The work under this section requires advance approval and concurrence by the RPR. The RPR shall be on-site for any work under this section for monitoring both the contractor's survey and the work performed.

**152-3.2** There will be no separate measurement or payment for Clearing and Grubbing but shall be considered incidental to other earthwork items.

## BASIS OF PAYMENT

**152-4.1** Over-Excavation and Replacement of Unsuitable Materials payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

| | |
|---|---|
| No. 7, Spec P-152-4.1 | Over-Excavation and Replacement of Unsuitable Materials - per Cubic Yard |

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## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

| | |
|---|---|
| AASHTO T-180 | Standard Method of Test for Moisture-Density Relations of Soils Using a 10-lb Rammer and a 18-in. Drop |

ASTM International (ASTM)

| | |
|---|---|
| ASTM D698 | Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort 12,400 ft-lbf/ft$^3$ |
| ASTM D1556 | Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method |
| ASTM D1557 | Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort 56,000 ft-lbf/ft$^3$ |
| ASTM D6938 | Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth) |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5370-2 | Operational Safety on Airports During Construction Software |

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

| | |
|---|---|
| FAA RD-76-66 | Design and Construction of Airport Pavements on Expansive Soils |

## END OF ITEM P-152

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# Item P-401 Asphalt Mix Pavement

## DESCRIPTION

**401-1.1** This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared base or stabilized course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

## MATERIALS

**401-2.1 Aggregate.** Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 sieve. Fine aggregate is the material passing the No. 4 sieve.

a. **Coarse aggregate.** Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

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**Coarse Aggregate Material Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Resistance to Degradation | Loss: 40% maximum | ASTM C131 |
| Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate | Loss after 5 cycles:<br>12% maximum using Sodium Sulfate - or -<br>18% maximum using Magnesium Sulfate | ASTM C88 |
| Clay lumps and friable particles | 1.0% maximum | ASTM C142 |
| Percentage of Fractured Particles | For pavements designed for aircraft gross weights of 60,000 pounds or more:<br>Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face[1] | ASTM D5821 |
| Percentage of Fractured Particles | For pavements designed for aircraft gross weights less than 60,000 pounds:<br>Minimum 50% by weight of particles with at least two fractured faces and 65% with at least one fractured face[1] | ASTM D5821 |
| Flat, Elongated, or Flat and Elongated Particles | 8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 [2] | ASTM D4791 |
| Bulk density of slag [3] | Weigh not less than 70 pounds per cubic foot | ASTM C29. |

1 The area of each face shall be equal to at least 75% of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

2 A flat particle is one having a ratio of width to thickness greater than five (5); an elongated particle is one having a ratio of length to width greater than five (5).

3 Only required if slag is specified.

**b. Fine aggregate.** Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the fine aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the table below.

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**Fine Aggregate Material Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Liquid limit | 25 maximum | ASTM D4318 |
| Plasticity Index | 4 maximum | ASTM D4318 |
| Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate | Loss after 5 cycles:<br>10% maximum using Sodium Sulfate - or -<br>15% maximum using Magnesium Sulfate | ASTM C88 |
| Clay lumps and friable particles | 1.0% maximum | ASTM C142 |
| Sand equivalent | 45 minimum | ASTM D2419 |
| Natural Sand | 0% to 15% maximum by weight of total aggregate | ASTM D1073 |

**c. Sampling.** ASTM D75 shall be used in sampling coarse and fine aggregate.

**401-2.2 Mineral filler.** Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

**Mineral Filler Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Plasticity Index | 4 maximum | ASTM D4318 |

**401-2.3 Asphalt binder.** Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 70-16.

**Asphalt Binder PG Plus Test Requirements**

| Material Test | Requirement | Standard |
|---|---|---|
| Elastic Recovery | 75% minimum | ASTM D6084[1] |

[1] Follow procedure B on RTFO aged binder.]

**401-2.4 Anti-stripping agent.** Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

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## COMPOSITION

**401-3.1 Composition of mixture(s).** The asphalt mix shall be composed of a mixture of aggregates, filler and anti-strip agent if required, and asphalt binder. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

**401-3.2 Job mix formula (JMF) laboratory.** The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF; and be listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the Resident Project Representative (RPR) prior to start of construction.

**401-3.3 Job mix formula (JMF).** No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 401-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using a Marshall compactor in accordance with ASTM D6926.

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by the Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by the Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for project use.

The JMF shall be dated, and stamped or sealed by the responsible professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with paragraph 401-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with paragraph 401-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 401-2.1.

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- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.
- Number of blows or gyrations
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

**Table 1. Asphalt Design Criteria**

| Test Property | Value | Test Method |
|---|---|---|
| Number of blows or gyrations | 75 | |
| Air voids (%) | 3.5 | ASTM D3203 |
| Percent voids in mineral aggregate (VMA), minimum | See Table 2 | ASTM D6995 |
| Tensile Strength Ratio (TSR)[1] | not less than 80 at a saturation of 70-80% | ASTM D4867 |
| Asphalt Pavement Analyzer (APA)[2] | Less than 10 mm @ 4000 passes | AASHTO T340 at 250 psi hose pressure at 64°C test temperature |

[1] Test specimens for TSR shall be compacted at 7 ± 1.0 % air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

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[2] AASHTO T340 at 100 psi hose pressure at 64°C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8000 passes

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply; be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

**Table 2. Aggregate - Asphalt Pavements**

| Sieve Size | Percentage by Weight Passing Sieve |
|---|---|
| 1 inch | - |
| 3/4 inch | 100 |
| 1/2 inch | 90-100 |
| 3/8 inch | 72-88 |
| No. 4 | 53-73 |
| No. 8 | 38-60 |
| No. 16 | 26-48 |
| No. 30 | 18-38 |
| No. 50 | 11-27 |
| No. 100 | 6-18 |
| No. 200 | 3-6 |
| **Minimum Voids in Mineral Aggregate (VMA)[1]** | 15.0 |
| **Asphalt Percent:** | |
| Stone or gravel | 5.0-7.5 |
| Slag | 6.5-9.5 |
| **Recommended Minimum Construction Lift Thickness** | 2 inch |

[1] To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

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**401-3.4 Reclaimed asphalt pavement (RAP).** RAP shall not be used.

**401-3.5 Control Strip.** Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by the RPR. The Contractor shall prepare and place a quantity of asphalt according to the JMF. The underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

The Contractor will not be allowed to place the control strip until the Contractor quality control program (CQCP), showing conformance with the requirements of paragraph 401-5.1, has been accepted, in writing, by the RPR.

The control strip will consist of at least 250 tons or 1/2 sublot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back in accordance with paragraph 401-4.14 using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four (4) hours old or when the mat has cooled to less than 160°F. The equipment used in construction of the control strip shall be the same type, configuration and weight to be used on the project.

The control strip will be considered acceptable by the RPR if the gradation, asphalt content, and VMA are within the action limits specified in paragraph 401-5.5a; and Mat density greater than or equal to 94.5%, air voids 3.5% +/- 1%, and joint density greater than or equal to 92.5%.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at the Contractor's expense.

The control strip will be considered one lot for payment based upon the average of a minimum of 3 samples (no sublots required for control strip). Payment will only be made for an acceptable control strip in accordance with paragraph 401-8.1 using a lot pay factor equal to 100.

## CONSTRUCTION METHODS

**401-4.1 Weather limitations.** The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 3. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

**Table 3. Surface Temperature Limitations of Underlying Course**

| Mat Thickness | Base Temperature (Minimum) |
|---|---|
| 3 inches or greater | 40°F |
| Greater than 2 inches but less than 3 inches | 45°F |

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**401-4.2 Asphalt plant.** Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items.

**a. Inspection of plant.** The RPR, or RPR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

**b. Storage bins and surge bins.** The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

**401-4.3 Aggregate stockpile management.** Aggregate stockpiles shall be constructed in a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the asphalt batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

**401-4.4 Hauling equipment.** Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

**401-4.4.1 Material transfer vehicle (MTV).** Material transfer vehicles are not required.

**401-4.5 Asphalt pavers.** Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.12.

**401-4.6 Rollers.** The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface. Rollers shall be in good condition, clean, and capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable

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for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

**401-4.7 Density device.** The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. The Contractor shall supply a qualified technician during all paving operations to calibrate the gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

**401-4.8 Preparation of asphalt binder.** The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt binder to the mixer at a uniform temperature. The temperature of unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325°F when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F when added to the aggregate.

**401-4.9 Preparation of mineral aggregate.** The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

**401-4.10 Preparation of Asphalt mixture.** The aggregates and the asphalt binder shall be weighed or metered and mixed in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95% of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5%.

**401-4.11 Application of Prime and Tack Coat.** Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

**401-4.12 Laydown plan, transporting, placing, and finishing.** Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

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Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of paragraph 401-6.2d before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 12 feet except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least one foot; however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

**401-4.13 Compaction of asphalt mixture.** After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at the Contractor's expense.

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Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

**401-4.14 Joints.** The formation of all joints shall be made to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F; or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. Asphalt tack coat in accordance with P-603 shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

**401-4.15 Saw-cut grooving.** Saw-cut grooving is not required.

**401-4.16 Diamond grinding.** Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet wide. The saw blades shall be 1/8-inch wide with a sufficient number of blades to create grooves between 0.090 and 0.130 inches wide; and peaks and ridges approximately 1/32 inch higher than the bottom of the grinding cut. The actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that cause ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted. Contractor shall demonstrate to the RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces. Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

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**401-4.17 Nighttime paving requirements.** The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the RPR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

## CONTRACTOR QUALITY CONTROL (CQC)

**401-5.1 General.** The Contractor shall develop a Contractor Quality Control Program (CQCP) in accordance with Item C-100. No partial payment will be made for materials without an approved CQCP.

**401-5.2 Contractor quality control (QC) facilities.** The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

**401-5.3 Contractor QC testing.** The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

**a. Asphalt content.** A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

**b. Gradation.** Aggregate gradations shall be determined a minimum of twice per day from mechanical analysis of extracted aggregate in accordance with ASTM D5444, ASTM C136, and ASTM C117.

**c. Moisture content of aggregate.** The moisture content of aggregate used for production shall be determined a minimum of once per day in accordance with ASTM C566.

**d. Moisture content of asphalt.** The moisture content shall be determined once per day in accordance with AASHTO T329 or ASTM D1461.

**e. Temperatures.** Temperatures shall be checked, at least four times per day, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

**f. In-place density monitoring.** The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

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### g. Smoothness for Contractor Quality Control.

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot "straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot straightedge approved by the RPR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using either the FAA profile program, ProFAA, or FHWA ProVal, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the plans.

**1. Transverse measurements.** Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

**2. Longitudinal measurements.** Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet; and at the third points of paving lanes when widths of paving lanes are 20 ft or greater. When placement abuts previously placed material the first measurement shall start with one half the length of the straight edge on the previously placed material.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch shall be corrected with diamond grinding per paragraph 401-4.16 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3). Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

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**h. Grade.** Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to and after the placement of the first lift and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch vertically and 0.1 feet laterally. The documentation will be provided by the Contractor to the RPR by the end of the following working day.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 401-4.16.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus ½ inch and replacing with new material. Skin patching is not allowed.

**401-5.4 Sampling.** When directed by the RPR, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

**401-5.5 Control charts.** The Contractor shall maintain linear control charts for both individual measurements and range (i.e. difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day will be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

**a. Individual measurements.** Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the job mix formula target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

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**Control Chart Limits for Individual Measurements**

| Sieve | Action Limit | Suspension Limit |
|---|---|---|
| 3/4 inch | ±6% | ±9% |
| 1/2 inch | ±6% | ±9% |
| 3/8 inch | ±6% | ±9% |
| No. 4 | ±6% | ±9% |
| No. 16 | ±5% | ±7.5% |
| No. 50 | ±3% | ±4.5% |
| No. 200 | ±2% | ±3% |
| **Asphalt Content** | ±0.45% | ±0.70% |
| **Minimum VMA** | -0.5% | -1.0% |

**b. Range.** Control charts shall be established to control gradation process variability. The range shall be plotted as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should the Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

**Control Chart Limits Based on Range**

| Sieve | Suspension Limit |
|---|---|
| 1/2 inch | 11% |
| 3/8 inch | 11% |
| No. 4 | 11% |
| No. 16 | 9% |
| No. 50 | 6% |
| No. 200 | 3.5% |
| **Asphalt Content** | 0.8% |

**c. Corrective Action.** The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

1. One point falls outside the Suspension Limit line for individual measurements or range; or
2. Two points in a row fall outside the Action Limit line for individual measurements.

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**401-5.6 QC reports.** The Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with Item C-100.

## MATERIAL ACCEPTANCE

**401-6.1 Acceptance sampling and testing.** Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the RPR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.

**a. Quality assurance (QA) testing laboratory.** The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

**b. Lot size.** A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

**c. Asphalt air voids.** Plant-produced asphalt will be tested for air voids on a sublot basis.

**1. Sampling.** Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the job site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

**2. Testing.** Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of compacted specimens prepared in accordance with ASTM D6926.

**d. In-place asphalt mat and joint density.** Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

**1. Sampling.** The Contractor will cut minimum 5 inch diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

**2. Bond.** Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

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**3. Thickness.** Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

**4. Mat density.** One core shall be taken from each sublot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.

**5. Joint density.** One core centered over the longitudinal joint shall be taken for each sublot that has a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

### 401-6.2 Acceptance criteria.

**a. General.** Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade.

**b. Air Voids and Mat density.** Acceptance of each lot of plant produced material for mat density and air voids will be based on the percentage of material within specification limits (PWL). If the PWL of the lot equals or exceeds 90%, the lot will be acceptable. Acceptance and payment will be determined in accordance with paragraph 401-8.1.

**c. Joint density.** Acceptance of each lot of plant produced asphalt for joint density will be based on the PWL. If the PWL of the lot is equal to or exceeds 90%, the lot will be considered acceptable. If the PWL is less than 90%, the Contractor shall evaluate the reason and act accordingly. If the PWL is less than 80%, the Contractor shall cease operations and until the reason for poor compaction has been determined. If the PWL is less than 71%, the pay factor for the lot used to complete the joint will be reduced by five (5) percentage points. This lot pay factor reduction will be incorporated and evaluated in accordance with paragraph 401-8.1.

**d. Grade.** The final finished surface of the pavement shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch vertically or 0.1 feet laterally.

Cross-sections of the pavement shall be taken at a minimum 50-foot longitudinal spacing, at all longitudinal grade breaks, and at start and end of each lane placed. Minimum cross-section grade points shall include grade at centerline, and edge of taxiway pavement.

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The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the sublot shall not be more than 95%.

### 401-6.3 Resampling pavement for mat density.

**a. General.** Resampling of a lot of pavement will only be allowed for mat density, and then, only if the Contractor requests same, in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in paragraphs 401-6.1d and 401-6.2b. Only one resampling per lot will be permitted.

**1.** A redefined PWL will be calculated for the resampled lot. The number of tests used to calculate the redefined PWL will include the initial tests made for that lot plus the retests.

**2.** The cost for resampling and retesting shall be borne by the Contractor.

**b. Payment for resampled lots.** The redefined PWL for a resampled lot will be used to calculate the payment for that lot in accordance with Table 4.

**Table 4. Price adjustment schedule[1]**

| Percentage of material within specification limits (PWL) | Lot pay factor (percent of contract unit price) |
|---|---|
| 96 – 100 | 106 |
| 90 – 95 | PWL + 10 |
| 75 – 89 | 0.5 PWL + 55 |
| 55 – 74 | 1.4 PWL – 12 |
| Below 55 | Reject [2] |

[1] Although it is theoretically possible to achieve a pay factor of 106% for each lot, actual payment above 100% shall be subject to the total project payment limitation specified in paragraph 401-8.1a.

[2] The lot shall be removed and replaced. However, the RPR may decide to allow the rejected lot to remain. In that case, if the RPR and Contractor agree in writing that the lot shall not be removed, it shall be paid for at 50% of the contract unit price and the total project payment shall be reduced by the amount withheld for the rejected lot.

**c. Outliers.** Check for outliers in accordance with ASTM E178, at a significance level of 5%.

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## METHOD OF MEASUREMENT

**401-7.1 Measurement.** Asphalt shall be measured by the number of square yards of asphalt used in the accepted work.

## BASIS OF PAYMENT

**401-8.1 Payment.** Payment for a lot of asphalt mixture meeting all acceptance criteria as specified in paragraph 401-6.2 shall be made at the contract unit price per square yard of asphalt placed at the depth specified in the plans. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

### 401-8.1 Payment.

Payment will be made under:

| | |
|---|---|
| No. 8, Spec P-401-8.1 | Bituminous Surface Course (FAA 3/4", 2-Inch Thickness) - per Square Yard |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM C29 | Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate |
| ASTM C88 | Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate |
| ASTM C117 | Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing |
| ASTM C127 | Standard Test Method for Density, Relative Density (Specific Gravity) and Absorption of Coarse Aggregate |
| ASTM C131 | Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine |
| ASTM C136 | Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates |
| ASTM C142 | Standard Test Method for Clay Lumps and Friable Particles in Aggregates |
| ASTM C566 | Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying |
| ASTM D75 | Standard Practice for Sampling Aggregates |
| ASTM D242 | Standard Specification for Mineral Filler for Bituminous Paving Mixtures |
| ASTM D946 | Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction |

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| | |
|---|---|
| ASTM D979 | Standard Practice for Sampling Asphalt Paving Mixtures |
| ASTM D1073 | Standard Specification for Fine Aggregate for Asphalt Paving Mixtures |
| ASTM D1188 | Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples |
| ASTM D2172 | Standard Test Method for Quantitative Extraction of Bitumen from Asphalt Paving Mixtures |
| ASTM D1461 | Standard Test Method for Moisture or Volatile Distillates in Asphalt Paving Mixtures |
| ASTM D2041 | Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures |
| ASTM D2419 | Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate |
| ASTM D2489 | Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures |
| ASTM D2726 | Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures |
| ASTM D2950 | Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods |
| ASTM D3203 | Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures |
| ASTM D3381 | Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction |
| ASTM D3665 | Standard Practice for Random Sampling of Construction Materials |
| ASTM D3666 | Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials |
| ASTM D4318 | Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils |
| ASTM D4552 | Standard Practice for Classifying Hot-Mix Recycling Agents |
| ASTM D4791 | Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate |
| ASTM D4867 | Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures |
| ASTM D5361 | Standard Practice for Sampling Compacted Asphalt Mixtures for Laboratory Testing |
| ASTM D5444 | Standard Test Method for Mechanical Size Analysis of Extracted Aggregate |
| ASTM D5821 | Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate |
| ASTM D6084 | Standard Test Method for Elastic Recovery of Bituminous Materials by Ductilometer |

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| | |
|---|---|
| ASTM D6307 | Standard Test Method for Asphalt Content of Hot Mix Asphalt by Ignition Method |
| ASTM D6373 | Standard Specification for Performance Graded Asphalt Binder |
| ASTM D6752 | Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method |
| ASTM D6925 | Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor. |
| ASTM D6926 | Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus |
| ASTM D6927 | Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures |
| ASTM D6995 | Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm) |
| ASTM E11 | Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves |
| ASTM E178 | Standard Practice for Dealing with Outlying Observations |
| ASTM E1274 | Standard Test Method for Measuring Pavement Roughness Using a Profilograph |
| ASTM E950 | Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference |
| ASTM E2133 | Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface |

American Association of State Highway and Transportation Officials (AASHTO)

| | |
|---|---|
| AASHTO M156 | Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures. |
| AASHTO T329 | Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method |
| AASHTO T324 | Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures |
| AASHTO T 340 | Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA) |

Asphalt Institute (AI)

Asphalt Institute Handbook MS-26, Asphalt Binder

Asphalt Institute MS-2 Mix Design Manual, 7th Edition

AI State Binder Specification Database

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder Program

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Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5320-6 | Airport Pavement Design and Evaluation |

FAA Orders

| | |
|---|---|
| 5300.1 | Modifications to Agency Airport Design, Construction, and Equipment Standards |

Software

FAARFIELD

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# Item P-603 Emulsified Asphalt Tack Coat

## DESCRIPTION

**603-1.1** This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

## MATERIALS

**603-2.1 Asphalt materials.** The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

## CONSTRUCTION METHODS

**603-3.1 Weather limitations.** The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F or above; the temperature has not been below 35°F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

**603-3.2 Equipment.** The Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour or 700 feet per minute.

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

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The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

**603-3.3 Application of emulsified asphalt material.** The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

**Emulsified Asphalt**

| Surface Type | Residual Rate, gal/SY | Emulsion Application Bar Rate, gal/SY |
|---|---|---|
| New asphalt | 0.02-0.05 | 0.03-0.07 |
| Existing asphalt | 0.04-0.07 | 0.06-0.11 |
| Milled Surface | 0.04-0.08 | 0.06-0.12 |
| Concrete | 0.03-0.05 | 0.05-0.08 |

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by the Contractor, tack coat shall be reapplied at the Contractor's expense.

**603-3.4 Freight and waybills.** The Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

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## METHOD OF MEASUREMENT

**603-4.1** The emulsified asphalt material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60°F in accordance with ASTM D1250. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

## BASIS OF PAYMENT

**603.5-1** Payment shall be made at the contract unit price per gallon of emulsified asphalt material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

| | |
|---|---|
| No. 9, Spec P-603-5.1 | Bituminous Tack Coat - per Gallon |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM D1250 | Standard Guide for Use of the Petroleum Measurement Tables |
| ASTM D2995 | Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors |
| ASTM D3628 | Standard Practice for Selection and Use of Emulsified Asphalts |

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# Item P-605 Joint Sealants for Pavements

## DESCRIPTION

**605-1.1** This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

## MATERIALS

**605-2.1 Joint sealants.** Joint sealant materials shall meet the requirements of ASTM D6690. Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

**605-2.2 Backer rod.** The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be 25% ± 5 % larger in diameter than the nominal width of the joint.

**605-2.3 Bond breaking tapes.** Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

## CONSTRUCTION METHODS

**605-3.1 Time of application.** Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

**605-3.2 Equipment.** Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 14 days prior to use on the project.

**a. Tractor-mounted routing tool.** Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

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**b. Concrete saw.** Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

**c. Sandblasting equipment.** Sandblasting is not allowed.

**d. Waterblasting equipment.** The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

**e. Hand tools.** Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

**f. Hot-poured sealing equipment.** The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

**605-3.3 Preparation of joints.** Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

**a. Sawing.** All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

**b. Sealing.** Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by concrete saw and waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

**c. Backer Rod.** When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

**d. Bond-breaking tape.** Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance

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with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant. 605-3.4 Installation of sealants. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/8 inch ±1/16 inch below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

**605-3.5 Inspection.** The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

**605-3.6 Clean-up.** Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

## METHOD OF MEASUREMENT

**605-4.1** Joint sealing material shall be measured by linear foot of sealant in place by joint width per detail, completed, and accepted.

## BASIS OF PAYMENT

**605-5.1** Payment for joint sealing material shall be made at the contract unit price per linear foot. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

| | |
|---|---|
| No. 10, Spec Item P-605-5.1 | Crack Seal (1/8 to 1 inch) - per linear foot |
| No. 11, Spec Item P-605-5.2 | Crack Seal (>1 to 2 inch) - per linear foot |
| No. 12, Spec Item P-605-5.3 | Crack Seal (>2 to 4 inch) - per linear foot |
| No. 13, Spec Item P-605-5.4 | Crack Seal (Seal Coat Area) - per linear foot |

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## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
ASTM International (ASTM)

| | |
|---|---|
| ASTM D789 | Standard Test Method for Determination of Relative Viscosity of Polyamide (PA) |
| ASTM D5249 | Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints |
| ASTM D6690 | Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5340-30 | Design and Installation Details for Airport Visual Aids |

## END ITEM P-605

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# Item P-608 Emulsified Asphalt Seal Coat

## DESCRIPTION

**608-1.1** This item shall consist of the application of a emulsified asphalt surface treatment composed of an emulsion of natural and refined asphalt materials, water and a polymer additive, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including low-speed taxiways, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans. The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term emulsified asphalt means an emulsion of natural and refined asphalt materials.

## MATERIALS

**608-2.1 Aggregate.** The aggregate material shall be a dry, clean, dust and dirt free, sound, durable, angular shaped manufactured specialty sand, such as that used as an abrasive, with a Mohs hardness of 6 to 8. The Contractor shall submit the specialty sand manufacturer's technical data and a manufacturer's Certificate of Analysis (COA) indicating that the specialty sand meets the requirements of the specification to the RPR prior to start of construction. The sand must be approved for use by the RPR and shall meet the following gradation limits when tested in accordance with ASTM C136 and ASTM C117:

**Aggregate Material Gradation Requirements[1]**

| Sieve Designation (square openings) | Individual Percentage Retained by Weight |
|---|---|
| No. 10 | 0 |
| No. 14 | 0-4 |
| No. 16 | 0-8 |
| No. 20 | 0-35 |
| No. 30 | 20-50 |
| No. 40 | 10-45 |
| No. 50 | 0-20 |
| No. 70 | 0-5 |
| No. 100 | 0-2 |
| No. 200 | 0-2 |

[1] Locally available sand or abrasive material that is slightly outside of the gradation requirements may be approved by the RPR with concurrence by the seal coat manufacturer for the use of locally available sand or abrasive material. The RPR and manufacturer's field representative should verify acceptance during application of Control strips indicated under paragraph 608-3.2.

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The Contractor shall provide a certification showing particle size analysis and properties of the material delivered for use on the project. The Contractor's certification may be subject to verification by testing the material delivered for use on the project.

**608-2.2 Asphalt Emulsion.** The asphalt emulsion shall meet the properties in the following table:

**Concentrated Asphalt Emulsion Properties**

| Properties | Specification | Limits |
|---|---|---|
| Viscosity, Saybolt Furol at 77°F | ASTM D7496 | 20 – 100 seconds |
| Residue by Distillation or Evaporation | ASTM D6997 or ASTM D6934 | 57% minimum |
| Sieve Test | ASTM D6933 | 0.1% maximum |
| 24-hour Stability | ASTM D6930 | 1% maximum |
| 5-day Settlement Test | ASTM D6930 | 5.0% maximum |
| Particle Charge[1] | ASTM D7402 | Positive<br>6.5 maximum pH |

[1] pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, asphalt emulsions.

The asphalt material base residue shall contain not less than 20% gilsonite, or uintaite and shall not contain any tall oil pitch or coal tar material and shall contain no less than one percent (1%) polymer.

**Tests on Residue from Distillation or Evaporation**

| Properties | Specification | Limits |
|---|---|---|
| Viscosity at 275°F | ASTM D4402 | 1750 cts maximum |
| Solubility in 1,1,1 trichloroethylene | ASTM D2042 | 97.5% minimum |
| Penetration | ASTM D5 | 50 dmm maximum |
| Asphaltenes | ASTM D2007 | 15% minimum |
| Saturates | ASTM D2007 | 15% maximum |
| Polar Compounds | ASTM D2007 | 25% minimum |
| Aromatics | ASTM D2007 | 15% minimum |

The asphalt emulsion, when diluted in the volumetric proportion of two parts concentrated asphalt material to one part hot water shall have the following properties:

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**Two-to-One Dilution Emulsion Properties**

| Properties | Specification | Limits |
|---|---|---|
| In Ready-to-Apply Form, two parts concentrate to one part water, by volume | | |
| Viscosity, Saybolt Furol at 77°F | ASTM D7496 | 5 – 50 seconds |
| Residue by Distillation or Evaporation | ASTM D6997 or ASTM D6934 | 38% minimum |
| Pumping Stability[1] | | Pass |

[1] Pumping stability is tested by pumping one pint of seal coat diluted one (1) part concentrate to one (1) part water, at 77°F, through a 1/4-inch gear pump operating 1750 rpm for 10 minutes with no significant separation or coagulation.

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt material storage and handling temperature shall be between 50°F - 160°F and the material shall be protected from freezing, or whenever outside temperature drops below 40°F for prolonged time periods.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

**608-2.3 Water.** Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use. Water used in making and diluting the emulsion shall be potable, with a maximum hardness of 90ppm calcium and 15ppm magnesium; deleterious iron, sulfates, and phosphates maximum 7ppm, and less than 1ppm of organic byproducts. Water shall be a minimum of 140°F prior to adding to emulsion.

**608-2.4 Polymer.** The polymer shall meet the properties in the following table:

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**Polymer Properties**

| Properties | Limits |
|---|---|
| Solids Content | 47% to 65%, Percent by Weight |
| Weight | 8.0 to 9.0 pounds/gallon |
| pH | 3.0 to 8.0 |
| Particle Charge | Nonionic/Cationic |
| Mechanical Stability | Excellent |
| Film Forming Temperature, °C | +5°C, minimum |
| Tg, °C | 22°C, maximum |

The manufacturer shall provide a copy of the Certificate of Analysis (COA) for the polymer used in the seal coat; and the Contractor shall include the COA with the emulsified asphalt COA when submitting to the RPR.

**608-2.5 Seal Coat with Aggregate.** The Contractor shall submit friction test data from no less than one of the airport projects identified under 608-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

## COMPOSITION AND APPLICATION RATE

**608-3.1 Application Rate.** The approximate amounts of materials per square yard for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified dilution rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation.

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**Application Rate**

| Dilution Rate | Quantity of Emulsion gal/yd$^2$ | Quantity of Aggregate lb/yd$^2$ |
|---|---|---|
| 2:1 | 0.08-0.17 | 0.20-0.50 |

**608-3.2 Control areas and control strips.** Prior to full application, the control strip must be accepted by the RPR. The surface preparation, personnel, equipment, and method of operation used on the test area(s) and control strip(s) shall be the same as used on the remainder of the work.

A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both emulsion and aggregate to be approved by the RPR.

A test area(s) and control strip(s) shall be applied for each differing asphalt pavement surface identified in the project. The test area(s) and control strip(s) shall be used to determine the material application rate(s) of both emulsion and sand prior to full production.

**a. For taxiway, taxilane and apron surfaces.** Prior to full application, the Contractor shall place test areas at varying application rates as recommended by the Contractor's manufacturer's representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by the RPR.

**b. For runway and high-speed exit taxiway surfaces.** Prior to full application, the Contractor shall place a series of control strips a minimum of 300 feet long by 12 feet wide, or width of anticipated application, whichever is greater, at varying application rates as recommended by the manufacturer's representative and acceptable to the RPR to determine appropriate application rate(s). The control strips should be separated by a minimum of 200 feet between control strips. The area to be tested will be located on a representative section of the pavement to receive the asphalt surface treatment designated by the RPR. The control strips should be placed under similar field conditions as anticipated for the actual application. The skid resistance of the existing pavement shall be determined for each control strip with a continuous friction measuring equipment (CFME). The skid resistance of existing pavement can be immediately adjacent to the control strip or at the same location as the control strip if testing prior to application. The Contractor may begin testing the skid resistance of runway and high-speed exit taxiway control strips after application of the asphalt surface treatment has fully cured, generally 8 to 36 hours after application of the control strips depending on site and environmental conditions. Aircraft shall not be permitted on the runway or high-speed exit taxiway control strips until such time as the Contractor validates that its surface friction meets the maintenance planning friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph wet with approved CFME.

If the control strip should prove to be unsatisfactory, necessary adjustments to the application rate, placement operations, and equipment shall be made. Additional control strips shall be placed and additional skid resistance tests performed and evaluated. Full production shall not begin without the RPR's approval of an appropriate application rate(s). Acceptable control strips shall be paid for in accordance with paragraph 608-8.1.

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## CONSTRUCTION METHODS

**608-4.1 Worker safety.** The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt emulsion product and sand and require workmen to follow the manufacturer's recommended safety precautions.

**608-4.2 Weather limitations.** The asphalt emulsion shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied in strong winds that interfere with the uniform application of the material(s), or when dust or sand is blowing or when rain is anticipated within eight (8) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 60°F and rising. Seal coat shall not be applied when pavement temperatures are expected to exceed 130°F within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the emulsion. Should emulsion get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

**608-4.3** Equipment and tools. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

**a. Pressure distributor.** The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) mph or 700 feet per minute. The equipment will be tested under pressure for leaks and to ensure proper set-up before use. The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a 12-foot, minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard. These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively heat and mix the material to the required temperature prior to application in accordance with the manufacturer's recommendations.

The distributor shall be equipped with a hand sprayer to spray the emulsion in areas not accessible to the distributor truck.

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**b. Aggregate spreader.** The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply sand to the emulsion in a single pass operation without driving through wet emulsion. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the sand at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The sander shall have a minimum hopper capacity of 3,000 pounds of sand. Push-type hand sanders will be allowed for use around lights, signs and other obstructions, if necessary.

**c. Power broom/blower.** A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

**d. Equipment calibration.** Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

**608-4.4 Preparation of asphalt pavement surfaces.** Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and then treat these areas with a spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

**608-4.5 Emulsion mixing.** The application emulsion shall be obtained by blending asphalt material concentrate, water and polymer, if specified. Always add heated water to the asphalt material concentrate, never add asphalt material concentrate to heated water. Mix one part heated water to two parts asphalt material concentrate, by volume.

Add 1% polymer, by volume, to the emulsion mix. If the polymer is added to the emulsion mix at the plant, submit weight scale tickets to the RPR. As an option, the polymer may be added to the emulsion mix at the job site provided the polymer is added slowly while the asphalt distributor truck circulating pump is running. The mix must be agitated for a minimum of 15 minutes or until the polymer is mixed to the satisfaction of the RPR.

**608-4.6 Application of asphalt emulsion.** The asphalt emulsion shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. The asphalt emulsion should be applied at a temperature between 130°F and 160°F or in accordance with the manufacturer's recommendation.

If low spots and depressions greater than 1/2 inch in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee until the pavement surface is free of any pools of excess material.

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During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred.

**608-4.7 Application of aggregate material.** Immediately following the application of the asphalt emulsion, friction sand at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt emulsion in a single-pass operation simultaneous with the sealer application. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material, and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the sand shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.

## QUALITY CONTROL (QC)

**608-5.1 Manufacturer's representation.** The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

**608-5.2 Contractor qualifications.** The Contractor shall provide documentation to the RPR that the seal coat Contractor is qualified to apply the seal coat, including personnel, and equipment, and has made at least three (3) applications similar to this project in the past two (2) years.

## MATERIAL ACCEPTANCE

**608-6.1 Application rate.** The rate of application of the asphalt emulsion shall be verified at least twice per day.

**608-6.2 Friction tests.** Friction tests in accordance with AC 150/5320-12, *Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces*, shall be performed on all runway and high-speed taxiways that received a seal coat. Each test includes performing friction tests at 40 mph and 60 mph both wet, 15 feet to each side of runway centerline with approved continuous friction measuring equipment (CFME). The Contractor shall coordinate testing with the RPR and provide the RPR a written report of friction test results. The RPR shall be present for testing.

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## METHOD OF MEASUREMENT

**608-7.1 Asphalt surface treatment.** The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

## BASIS OF PAYMENT

**608-8.1** Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item, and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

Payment will be made under:

| | |
|---|---|
| No. 14, Spec P-608-8.1 | Emulsified Asphalt Seal Coat – per square yard |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM C117 | Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing |
| ASTM C136 | Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates |
| ASTM C1602 | Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete |
| ASTM D5 | Standard Test Method for Penetration of Asphalt Materials |
| ASTM D244 | Standard Test Methods and Practices for Emulsified Asphalts |
| ASTM D2007 | Standard Test Method for Characteristic Groups in Rubber Extender and Processing Oils and Other Petroleum-Derived Oils by the Clay-Gel Absorption Chromatographic Method |
| ASTM D2042 | Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene |
| ASTM D2995 | Standard Practice for Estimating Application Rate of Bituminous Distributors |
| ASTM D4402 | Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer |
| ASTM D5340 | Standard Test Method for Airport Pavement Condition Index Surveys |

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Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5320-12 | Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces |
| AC 150/5320-17 | Airfield Pavement Surface Evaluation and Rating (PASER) Manuals |
| AC 150/5380-6 | Guidelines and Procedures for Maintenance of Airport Pavements |

**END OF ITEM P-608**

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# Item P-620 Runway and Taxiway Marking

## DESCRIPTION

**620-1.1** This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

## MATERIALS

**620-2.1 Materials acceptance.** The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

### 620-2.2 Marking materials.

**Table 1. Marking Materials**

| Paint[1] | | | | Glass Beads[2] | |
|---|---|---|---|---|---|
| Type | Color | Fed Std. 595 Number | Application Rate Maximum | Type | Application Rate Minimum |
| II | White (Temporary) | 37925 | 230 $ft^2$/gal | No beads | No beads |
| II | Yellow (Temporary) | 33538 or 33655 | 230 $ft^2$/gal | No beads | No beads |
| III | White | 37925 | 55 $ft^2$/gal | III | 6 lb/gal |
| III | Yellow | 33538 or 33655 | 55 $ft^2$/gal | III | 6 lb/gal |

[1] See paragraph 620-2.2a

[2] See paragraph 620-2.2b

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a. **Paint.** Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

**Waterborne.** Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

**b. Reflective media.** Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

## CONSTRUCTION METHODS

**620-3.1 Weather limitations.** Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

**620-3.2 Equipment.** Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

**620-3.3 Preparation of surfaces.** Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

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**a. Preparation of new pavement surfaces.** The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

**b. Preparation of pavement to remove existing markings.** Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

**c. Preparation of pavement markings prior to remarking.** Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

**620-3.4 Layout of markings.** The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

**620-3.5 Application.** A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

**Marking Dimensions and Spacing Tolerance**

| Dimension and Spacing | Tolerance |
|---|---|
| 36 inch or less | ±1/2 inch |
| greater than 36 inch to 6 feet | ±1 inch |
| greater than 6 feet to 60 feet | ±2 inch |
| greater than 60 feet | ±3 inch |

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall

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adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

### 620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

**620-3.7 Control strip.** Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

**620-3.8 Retro-reflectance.** Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). A total of 6 reading shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

**Minimum Retro-Reflectance Values**

| Material | Retro-reflectance mcd/m²/lux | | |
|---|---|---|---|
| | White | Yellow | Red |
| Initial Type I | 300 | 175 | 35 |
| Initial Type III | 600 | 300 | 35 |
| Initial Thermoplastic | 225 | 100 | 35 |
| All materials, remark when less than[1] | 100 | 75 | 10 |

[1] 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

**620-3.9 Protection and cleanup.** After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

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## METHOD OF MEASUREMENT

**620-4.1** The quantity of pavement markings, as specified in the plans and bid line items below, shall be paid for shall be measured by the number of square feet of painting including the application of glass beads, performed in accordance with the specifications and accepted by the Airport.

Temporary Pavement Markings – temporary markings only apply to the pavement marking identified on the plans. The contractor shall apply a 60% application rate. The application of the pavement marking and glass beads shall be in accordance with this specification.

Final Pavement Markings – final pavement markings include all final markings per the plans. The contractor shall apply a 100% application with glass beads in accordance with this specification.

## BASIS OF PAYMENT

**620-5.1** Payment for markings shall be made at the contract price for the number of square feet of painting. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

Payment will be made under:

| | |
|---|---|
| No. 15, Spec P-620-5.1 | Temporary Pavements Markings (Yellow) – Per Square Foot |
| No. 16, Spec P-620-5.2 | Temporary Pavements Markings (White) – Per Square Foot |
| No. 17, Spec P-620-5.3 | Permanent Pavements Markings (Yellow) – Per Square Foot |
| No. 18, Spec P-620-5.4 | Permanent Pavements Markings (White) – Per Square Foot |

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

| | |
|---|---|
| ASTM D476 | Standard Classification for Dry Pigmentary Titanium Dioxide Products |
| ASTM D968 | Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive |
| ASTM D1652 | Standard Test Method for Epoxy Content of Epoxy Resins |
| ASTM D2074 | Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method |
| ASTM D2240 | Standard Test Method for Rubber Property - Durometer Hardness |

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| | |
|---|---|
| ASTM D7585 | Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments |
| ASTM E303 | Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester |
| ASTM E1710 | Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer |
| ASTM E2302 | Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer |
| ASTM G154 | Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials |

Code of Federal Regulations (CFR)

| | |
|---|---|
| 40 CFR Part 60, Appendix A-7, Method 24 | Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings |
| 29 CFR Part 1910.1200 | Hazard Communication |

Federal Specifications (FED SPEC)

| | |
|---|---|
| FED SPEC TT-B-1325D | Beads (Glass Spheres) Retro-Reflective |
| FED SPEC TT-P-1952F | Paint, Traffic and Airfield Marking, Waterborne |
| FED STD 595 | Colors used in Government Procurement |

Commercial Item Description

| | |
|---|---|
| A-A-2886B | Paint, Traffic, Solvent Based |

Advisory Circulars (AC)

| | |
|---|---|
| AC 150/5340-1 | Standards for Airport Markings |
| AC 150/5320-12 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces |

**END OF ITEM P-620**

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# EXHIBIT D

## GIS / GPS DATA DELIVERY REQUIREMENTS

**N/A**

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# EXHIBIT E

# FEDERAL PROVISIONS

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# FAA FEDERAL DOCUMENTS

**IMPORTANT NOTE:**

**The City of Chandler has a Race Neutral DBE Goal of 3.30% for 10-01-2024 through 09-30-2027. The City of Chandler recommends the utilization of DBE's.**

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# SECTION 1:

# FAA FEDERAL GUIDE FOR

# CONTRACTORS & SUBCONTRACTORS

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# Federal Funded Contract Guide for Contractors/Subcontractors

## This is an FAA federal funded project.

1. This an FAA Federal Funded Contract/Project. There is a ZERO TOLERANCE for compliance of the federal requirements.
2. Buy American and BABA (Build America-Buy America) Requirements are strict – Recommend clear communication with your Vendors.
3. All Contractors/Subcontractors/Consultants/Subconsultants working on a federal funded contract: No debarments, No outstanding unresolved federal tax liens, and must use E-Verify for company employment process.
4. Prime Contractor Must self-perform **50%** of the contract.
5. Records: Record Retention for federal projects must be maintained for five (5) years following completion.
6. Web Site Registration Requirements:
    a. AZ UTRACS website - (https://utracs.azdot.gov) All Contractors/Subcontractors are required to have a 5-digit AZ UTRACS Number and have an updated non-expired profile in this system.
    b. ADOT Payment Reporting System (DOORS) - (https://adotdoors.dbesystem.com/) Contractors/subcontractors must be registered in the ADOT DOORs System. This is where monthly payments will be reported and verified.
    c. SAM (www.sam.gov) – This site identifies contractors who cannot work on a federal funded project due to specific debarments. See Code of Federal Regulations Title 2 Subtitle A Part 180 Subpart H.
        i. No Contractor/Subcontractor with a debarment can work on a federal funded project.
        ii. No Contractor/Subcontractor with an unresolved federal debt can work on a federal funded project.
    d. LCPTracker (Certified Payroll) – (https://prod-cdn.lcptracker.net)

7. CERTIFIED PAYROLL / FRINGE BENEFITS / EMPLOYEE DEDUCTIONS / CLASSIFICATIONS
    a. Certified Payrolls Reporting is a requirement to work on this project.
    b. IMPORTANT: Hours/dates/employees/classifications worked MUST MATCH what jobsite inspector reports on his/her daily report each day. ENSURE CREWS CHECK IN WITH PRIME AND INSPECTOR.
    c. City of Chandler requires the use of LCPTracker system for transmitting certified payroll reports.
    d. Certified Payroll Reporting Starts: The first day a contractor/subcontractor starts work on site until their contract work is complete and finalized. This includes working and non-working weeks.
    e. Late or non-submittal of payroll reports:
        i. US Department of Labor requires that payroll reports be submitted within 7 days of pay date.
        ii. City of Chandler may assess penalty retainer of $2,500 for each discrepancy report AND THE PRIME CONTRACTOR CAN WITHHOLD THAT AMOUNT FROM THE PAYMENT OWED TO THE SUBCONTRACTOR.
        iii. City of Chandler may stop subcontract work until compliance is met.
    f. Foreman, Superintendents, Owners who perform labor on site are considered laborers and MUST BE REPORTED ON CERTIFIED PAYROLL with exception to de minimis time.
    g. Payroll Time Requirements / Legal
        i. All Laborers / Mechanics on Federal Funded Projects Must Be Paid Weekly.
        ii. Contractor Penalty for not paying weekly - $5,000 Fine and/or up to five (5) years in Prison.
        iii. If Contractor lies/falsifies Certified Payroll, penalty can be up to 15 years in jail.
        iv. Under-paying employees – subcontract may be terminated, contractor/subcontractor can be debarred from working on federal funded contracts for up to three (3) years.
    h. Project Specific Davis Bacon Wage Decision is included in your contract. Not all Wage Decisions are the same and are "Project Specific". Employees must be paid at or above the Davis Bacon Wage Decision rates (Base + Fringe).
    i. Site of Work: Includes project site, other areas where significant portion of the building or work is constructed provided that: 1) such site is established specifically for the contract and no other work, and 2) is located adjacent or virtually adjacent to the site of the work (within visual).
    j. Employee Benefits Plans / Fringes:
        i. If Contractor / Subcontractor wants to utilize company paid benefits paid to employee towards the required Davis Bacon Wage requirement in lieu of cash, the following two items must be submitted to and approved by the City Federal Compliance Oversight.
            1. Company-Employee Benefits and Health care plan. This includes company benefits for employees, which may include more than health care plans, such as vacation, sick leave, 401K, paid time off, etc.
            2. Worksheet showing the hourly breakdown of the costs to be used.
    k. Employee Deduction Authorization Form (EDA): All Contractors/Subcontractors submitting certified payroll must submit these forms **for every employee that has dollars in the "Other" box** on the payroll reports. This is a one-time submittal unless deductions change for that employee, and does not need to be submitted with every payroll report.

Submit through LCPTracker Upload or directly to: Janece Ray at Janece.ray@chandleraz.gov. Request a generic form if you do not have one.

l. Classification Requests (also known as Conformance Requests): If no classification matches a task/employee work classification from the wage decision for this contract, YOU WILL NEED TO SUBMIT A Classification Request SF1444 (City of Chandler Form, ADOT Forms are not allowed).

m. Overtime Requirement by Department of Labor: The overtime rate must be 1.5 x the Base Rate on the Wage Decision or 1.5 x a higher wage rate that you already pay, (you cannot pay 1.5 OT rate on the base rate if you are paying a lower base rate due to higher fringe rate).

n. DO NOT USE 'GENERAL LABORER CLEANUP' as a catch all. DOL DOES NOT WANT TO SEE MORE THAN 3 GENERAL LABORERS TO A SKILLED CLASSIFICATION.

8. EMPLOYEE INTERVIEWS
   a. Employee Interviews process is a Department of Labor federal requirement on federal funded projects. This is to ensure employees are being paid correctly for the tasks they are working. Interviews are confidential and employers cannot have access to interview documentation.

9. PAYMENT REPORTING: (aka DBE/PROMPT PAY REPORTING)
   a. ALL CONTRACTORS AND SUBCONTRACTORS**, MUST** be registered with ADOT DOORs Payment Reporting System. ( https://adotdoors.dbesystem.com/)
   b. ALL CONTRACTORS/SUBCONTRACTORS are required to report monthly in the above listed system from your first payment to when your contract is complete. This includes months that $-0- payments occur.
   c. Report the date paid; Report the date received. DO NOT GUESS.
      i. DBE's who subcontract down to a lower tier: If Lower Tier is not a DBE, payment amounts to lower tier will not count towards the DBE Goal.
   d. Reporting Schedule: Primes must report payments made to subcontractors no later than the 10th of each month for payments made the previous month. Subcontractors must verify or report payment discrepancies by the 30th of each month for report made by the Prime. Subcontractors must report payments made to lower tiers by the 15th of each month for payments made the previous month (including $0).
   e. DBE Subcontractors: important reminder – payments reported total and the DBE Final Payment Certification Form required at completion of subcontract work must have the same total dollars paid – must match.

10. PROMPT PAY
    a. Subcontractors must be paid within 7 days from payment received from the City for the related work.
    b. Prime is responsible for ensuring subcontractors pay lower tiers.
    c. Subcontractors must pay lower tiers within 7 days of receiving payment from the Prime for work the lower tier performed that was paid to the Prime – to the subcontractor.
    d. Note that just because a subcontractor or a lower tier subcontractor performed work, the Prime may not have been paid for that work. Prompt Pay 7-day payment requirements is for work paid for from the City to the Prime; Prime to the Subcontractor; Subcontractor to the Lower Tier Subcontractor.
    e. Payment reporting: is the reported amount correct, was payment received within 7 days from the date the Prime was paid? DO NOT GUESS.

11. REGISTRAR OF CONTRACTORS LICENSE (ROC)
    a. A current ROC License is required for all Contractors/Subcontractors with exceptions to businesses/services that do not require an ROC License.
    b. Name on the Subcontract, the SRF Request Form, and the ROC License MUST MATCH.

12. BUY AMERICAN AND BUILD AMERICA-BUY AMERICA (BABA) REQUIREMENTS FOR MATERIALS
    a. **MATERIALS USED ON THIS PROJECT MUST FOLLOW THE BUY AMERICAN AND BABA REQUIREMENTS**.
    b. Suppliers, vendors, and subcontractors must provide material certifications before material can be accepted, installed, and paid for.
    c. NO PAYMENTS FOR MATERIALS WITHOUT APPROVED MATERIAL CERTIFICATIONS.

13. JOBSITE POSTERS
    a. There are jobsite poster requirements and City of Chandler will assist will required posters list.
    b. All employees working on site must have access to view jobsite posters without supervision.
    c. All employees must be able to state they have seen the wage decision for this project.

14. SUBCONTRACTORS
    - **a. All subcontractors must notify Prime and Inspector to be on site each day.**
    - **b. Inspector must document on daily report each day, what subcontractors and identify their employees, the task classifications, and equipment subcontractor is utilizing on site.**
    - c. DBE Subcontracts must be submitted prior to construction start.
    - d. Termination of a DBE Subcontractor or decrease in scope must be approved by the City of Chandler.
    - e. DBE Subcontractors must perform a minimum of 30% of their contract, cannot lower tier sub out more than 70%.
    - f. All subcontractors (includes lower tiers) must have an ROC license (if the business type requires it).
    - g. All contractors/subcontractors must have a **5-digit AZ UTRACS number** (https://utracs.azdot.gov)
    - h. All contractors/subcontractors (including lower tiers) will be required to report monthly into the ADOT DOORs Reporting System.
    - i. Trucking Companies: When a company has one or more company trucks delivering material to the jobsite, they are identified as a vendor, not a subcontractor and do not require a subcontractor approval. Trucking companies that the Contractor or Subcontractor has a subcontract with to work on site hauling in or out is a subcontractor and must go through the subcontractor approval process.
    - j. No subcontractor including Barricades/Traffic Control can start before the Prime Contractor's NTP Date.

15. T&M
    - a. For T&M work activities, Lump Sum charges/Hourly Rates/Daily Rates ARE NOT ALLOWED on federal funded contracts. Contractors and Subcontractors – required: daily work document signed off by inspector with employees, hours, equipment, description. Invoice documentation must show each date for employees, hours, and certified payroll rates on the applicable APPROVED certified payroll.

16. RETENTION
    - a. Contractors can only hold retention percentage based on same retention percentage that the City uses with the Prime Contractor.
    - b. Prime Contractor cannot hold retention beyond when the subcontractor is complete with subcontract work. It is not tied to the retention the City holds on the Prime Contractor. Subcontractor must be paid in full within 30 days of subcontract work complete and approved.

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# SECTION 2

# FAA FEDERAL PROVISIONS

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**ACCESS TO RECORDS AND REPORTS**
2 CFR § 200.334; 2 CFR § 200.337; FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**AFFIRMATIVE ACTION REQUIREMENT**
41 CFR Part 60-4; Executive Order 11246

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

| | |
|---|---|
| **Goals for DBE / minority participation** | **3.30% Race Neutral** |

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is CITY OF CHANDLER, MARICOOPA COUNTY, ARIZONA.

**BREACH OF CONTRACT TERMS**
2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**BUY AMERICAN PREFERENCE – FAA**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

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[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States

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*****THIS CERTIFICATION, PAGES 5 & 6 REQUIRES FILLING OUT, SIGNATURE, SUBMIT WITH BID*****

**Certification of Compliance**
**with FAA Buy American Preference – Construction Projects**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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***Required Signature On This Page – Submit with Bid***

**Type 2 Waiver (Nonavailability) -** The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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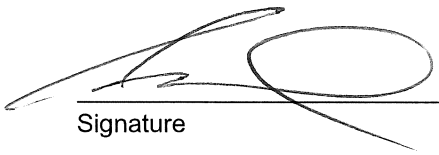
| May 7, 2025 |  |
| Date | Signature |
| Sunland Asphalt & Construction, LLC | Division Manager - Public Works |
| Company Name | Title |

**CIVIL RIGHTS PROVISIONS**
49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

**CIVIL RIGHTS TITLE VI**
49 USC § 47123

**Title VI Solicitation Notice:**

The CITY OF CHANDLER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**CLEAN AIR AND WATER POLLUTION CONTROL**
2 CFR Part 200, Appendix II(G); 42 USC § 7401, et seq;33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**
2 CFR Part 200, Appendix II(E); 2 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**COPELAND "ANTI-KICKBACK" ACT**
2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

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**DAVIS-BACON REQUIREMENTS**
2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime

contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) Each laborer/mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for classification work performed, as specified in the wage determination incorporated into the contract.

(C) The weekly submission of properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of Statement of Compliance required in this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with equal employment opportunity requirements of Executive Order 11246 and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility. (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

**DEBARMENT AND SUSPENSION**
2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

**CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**SUBCONTRACTOR CERTIFICATION REQUIREMENTS**

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

Checking the System for Award Management at website: http://www.sam.gov.

Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**DISADVANTAGED BUSINESS ENTERPRISE AND PROMPT PAY PROVISION**
49 CFR Part 26

**DBE GOAL: 3.30% RACE NEUTRAL**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the CITY OF CHANDLER to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract and encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Contract Assurance (49 CFR § 26.13**
The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

-Withholding monthly progress payments;
-Assessing sanctions;
-Liquidated damages; and/or
-Disqualifying the Contractor from future bidding as non-responsible.

**Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided)** –
The prime contractor must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of THE CITY OF CHANDLER. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specified approved DBE Subcontractor if submitted and approved, to perform the work and supply the materials for which each is listed on approved subcontract unless the contractor obtains written consent from THE CITY OF CHANDLER. Unless THE CITY OF CHANDLER consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the approved DBE. Such written consent only if for good cause.

Before transmitting request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to THE CITY OF CHANDLER, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise THE CITY OF CHANDLER why it objects to the proposed termination of its subcontract and why THE CITY OF CHANDLER should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), DBE subcontractor may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

**PROMPT PAYMENT PROVISION**
49 CFR § 26.29

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract **NO LATER THAN 7 DAYS** from the receipt of each payment the prime contractor receives from THE CITY OF CHANDLER. The prime contractor agrees further to return retainage payments to each subcontractor **within 30 days** after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of THE CITYOF CHANDLER. This clause applies to both DBE and non-DBE subcontractors.

**DISTRACTED DRIVING**
Executive Order 13513; DOT Order 3902.10

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**DOMESTIC PREFERENCES FOR PROCUREMENTS**
2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

**CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**
2 CFR Part 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246

**EQUAL OPPORTUNITY CLAUSE**
During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EEO SPECIFICATION**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**
29 USC § 201, et seq; 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**FOREIGN TRADE RESTRICTION CERTIFICATION**
49 USC § 50104; 49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**
31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I); 49 CFR Part 20, Appendix A

**CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**
29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**PROHIBITION OF SEGREGATED FACILITIES**
2 CFR Part 200, Appendix II(C); 41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

**PROCUREMENT OF RECOVERED MATERIALS**
2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247;
42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

*****THIS SECTION COVERS A REQUIREMENT BY FAA AND REQUIRES A VERIFICATION SIGNATURE. THE CITY OF CHANDLER PROVIDES A SEPARATE DOCUMENT WITH BID AND MUST BE FILLED OUT, SIGNED AND SUBMITTED WITH BID.***
***SEE "VERIFICATIONS STATEMENT"***

***ADDITIONALLY, THE "VERIFICATIONS STATEMENT" IS ALSO A REQUIRED DOCUMENT TO BE FILLED OUT, SIGNED AND SUBMITTED WITH ALL SUBCCONTRACTS/LOWER TIER SUBCONTRACTS FOR REVIEW AND APPROVAL.***

**TAX DELINQUENCY AND FELONY CONVICTIONS**
Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

City of Chandler provides a Verification Statement that must be submitted with bid to cover the requirements of this section. Applicant/Bidder/Contractors/Subcontractors/Consultants/Subconsultants cannot have any been convicted of a criminal violation under any federal law within the preceding 24 months and cannot have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. Additionally, the Verifications Statement must be included, signed and submitted to the City of Chandler with all subcontracts and lower tier subcontracts for review and approval.

The City has provided in this bid a "Verifications Statement" that must be signed and submitted with bid.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT PROHIBITION**
2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**TERMINATION OF CONTRACT**
2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

**Termination for Convenience**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies that this clause provides are in addition to any other rights and remedies provided by law or under this contract.

**Termination for Default – for Cause**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

**VETERAN'S PREFERENCE**
49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

# SECTION 3

# JOBSITE POSTER REQUIREMENTS

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

**CONSTRUCTION JOB SITE POSTERS BOARD REQUIREMENT – FAA**

| | |
|---|---|
| | Must have a Project Jobsite Poster Board |
| | Location – must be located away from Management View |
| | Must be updated if weather damaged |

| Item | English-1 | Spanish-2 | Poster Title |
|---|---|---|---|
| 1 | | | Employee Rights Under Davis Bacon for Laborers & Mechanics Act – (WH1321) 10-2017 |
| 2A | | | Minimum Wage Jobsite Poster – Arizona 2025-01-01 |
| 2B | | | Minimum Wage Jobsite Poster – Federal – Federal Minimum Wage **only if higher than Arizona |
| 3 | | | Employee Rights Under the Employee Polygraph Protection Act – (WH1462) 02-2022 |
| 4 | | | Employee Rights Under the Family Medical Leave Act – (WHD1420) 04-2023 |
| 5 | | | Employee Rights Under the National Labor Relations Act (Exec Order 13496) *2022-05-02* |
| 6 | | | EEO Know Your Rights Discrimination 2023-06-27 - (***replaces EEO Law and Law Supplement posters)* |
| 7 | | | Pay Transparency Nondiscrimination Provision (Exec Order 11246) 12-2016 |
| 8 | | | USERRA - Your Rights Under USERRA – Uniformed Services Employment 05-2022 |
| 9 | | | OSHA Job Safety - Safe Work-Place – 2019 |
| 10 | | | Arizona Workers' Compensation Law (English/Spanish all on one) NO Date |
| 11 | | | Unemployment Insurance AZ 08-19 (POU-003) |
| 12 | | | Fair Wages Earned Paid Sick Time 07-01-2017 AZICA has no date on the poster |
| 13 | | | Davis Bacon Wage Decision |
| 13B | | | DURING CONSTRUCTION: Added Classifications List (if applicable) |

No 1 Poster copy to have the following information in the blank boxes at the bottom.

CITY OF CHANDLER
TEL: 480-782-3331
215 E. Buffalo St, PO Box 4008, MS407
Chandler, AZ 85244

CIUDAD DE CHANDLER
Tel: 480-782-3331
215 E Buffalo St, PO Box 4008, MS407
Chandler, AZ 85244

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

# SECTION 4

# DAVIS BACON WAGE DECISION

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

"General Decision Number: AZ20250045 01/03/2025

Superseded General Decision Number: AZ20240045

State: Arizona

Construction Type: Highway

County: Maricopa County in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | • Executive Order 14026 generally applies to the contract.<br>• The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | • Executive Order 13658 generally applies to the contract.<br>• The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025. |

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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2025 |

CARP1912-003 07/01/2024

| | Rates | Fringes |
|---|---|---|
| Carpenter, Excludes Formwork Concrete | $ 35.89 | 14.98 |

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ENGI0012-046 12/01/2024

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| Bulldozer | $ 35.56 | 18.12 |

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ENGI0012-053 12/01/2024

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| Tractor | $ 35.56 | 18.12 |

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ENGI0012-063 12/01/2024

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| Oiler | $ 32.29 | 18.12 |

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ENGI0012-065 12/01/2024

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| Field Equipment | | |

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

| | | |
|---|---|---|
| Serviceperson | $ 35.56 | 18.12 |

ENGI0012-066 12/01/2024

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| Backhoe/Backhoe & Loader | | |
| Combo/Track Backhoe | $ 35.56 | 18.12 |

ENGI0012-069 12/01/2024

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| Loader/Front End Loader | $ 35.56 | 18.12 |

ENGI0012-070 12/01/2024

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| Off Road Truck | $ 35.56 | 18.12 |

ENGI0012-071 12/01/2024

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| Crane/Derrick | $ 36.64 | 18.12 |

ENGI0012-072 12/01/2024

| | Rates | Fringes |
|---|---|---|
| Power Equipment Operator: | | |
| Excavator/Trackhoe | | |
| 1/2 cubic yard or smaller | $ 35.56 | 18.12 |
| Greater than 1/2 cubic yard | $ 36.64 | 18.12 |

ENGI0012-073 12/01/2024

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| Grade Checker | $ 36.64 | 18.12 |

ENGI0012-074 12/01/2024

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| Motor Grader/Blade | $ 36.64 | 18.12 |

ENGI0012-075 12/01/2024

| | Rates | Fringes |
|---|---|---|
| POWER EQUIPMENT OPERATOR: | | |
| Mechanic | $ 37.67 | 18.12 |

IRON0075-014 08/01/2024

| | Rates | Fringes |
|---|---|---|
| Ironworker | $ 33.00 | 18.91 |

LABO1184-016 06/01/2024

| | Rates | Fringes |
|---|---|---|
| Power Equipment Operator: | | |
| Horizontal Directional Drill | $ 30.72 | 8.37 |

LABO1184-017 06/01/2024

| | Rates | Fringes |
|---|---|---|
| Laborer: Fence Erector | $ 26.15 | 8.37 |

LABO1184-021 06/01/2024

| | Rates | Fringes |
|---|---|---|
| Traffic Control | $ 26.15 | 8.37 |

LABO1184-025 06/01/2024

| | Rates | Fringes |
|---|---|---|
| Laborer: Asphalt, Includes Raker, Shoveler, Spreader and Distributor | $ 28.65 | 8.37 |

LABO1184-027 06/01/2024

| | Rates | Fringes |
|---|---|---|

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

Laborer: Grade Setter.....$ 28.65 8.37

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LABO1184-029 06/01/2024

| | Rates | Fringes |
|---|---|---|
| LABORER: Guardrail Installer.....$ | 28.65 | 8.37 |

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LABO1184-033 06/01/2024

| | Rates | Fringes |
|---|---|---|
| Power Equipment Operator: | | |
| Trencher.....$ | 29.62 | 8.37 |

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LABO1184-044 06/01/2024

| | Rates | Fringes |
|---|---|---|
| Power Equipment Operator: | | |
| Forklift.....$ | 29.62 | 8.37 |

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LABO1184-047 06/01/2024

| | Rates | Fringes |
|---|---|---|
| Truck Driver: | | |
| Concrete.....$ | 29.62 | 8.37 |

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LABO1184-049 06/01/2024

| | Rates | Fringes |
|---|---|---|
| Truck Driver: | | |
| Water.....$ | 29.62 | 8.37 |

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SUAZ2023-022 11/19/2024

| | Rates | Fringes |
|---|---|---|
| Carpenter: Formwork Concrete.....$ | 29.86 | 8.89 |
| Cement Mason/Concrete finisher...$ | 30.41 | 0.00 |
| Electrician.....$ | 29.00 | 7.58 |
| Laborer: Concrete Saw (Hand Held/Walk Behind).....$ | 25.22 | 5.08 |

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| | | |
|---|---|---|
| Laborer: General | $ 23.32 | 7.09 |
| Laborer: Landscape Laborer | $ 19.00 | 6.34 |
| Laborer: Mason Tender | $ 25.92 | 7.09 |
| Laborer: Pipelayer | $ 25.97 | 7.09 |
| Painter: Pavement Marking | $ 23.35 | 6.34 |
| Painter: Sign and Display Erector | $ 18.03 | 0.00 |
| Power Equipment Operator: Bobcat/Skid Steer/Skid Loader | $ 29.91 | 9.11 |
| Power Equipment Operator: Boom/Crane Truck | $ 43.11 | 10.87 |
| Power Equipment Operator: Broom/Sweeper | $ 25.95 | 6.62 |
| Power Equipment Operator: Compactor/Roller | $ 30.24 | 0.00 |
| Power Equipment Operator: Concrete Pump Truck | $ 43.11 | 10.87 |
| Power Equipment Operator: Concrete Screed | $ 26.41 | 7.64 |
| Power Equipment Operator: Drill Rig/Auger | $ 36.80 | 13.07 |
| Power Equipment Operator: Milling Machine | $ 31.16 | 0.00 |
| Power Equipment Operator: Paver/Spreader/Finish equipment (asphalt, aggregate, & concrete) | $ 32.67 | 0.00 |
| Power Equipment Operator: Scraper | $ 29.69 | 0.00 |
| Truck Driver: Dump | $ 26.71 | 7.09 |
| Truck Driver: Oil Distributor | $ 29.41 | 7.63 |

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Truck Driver: Sweeper.....$ 20.24 5.48

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

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prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or

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by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

# SECTION 5

# VERIFICATIONS STATEMENT

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

CHANDLER arizona

**VERIFICATION STATEMENT**
**FOR**
**NO FEDERAL TAX LIENS,**
**NO DEBARMENTS,**
**USE OF E-VERIFY FOR EMPLOYMENT HIRING**
**UTRACS REGISTRATION/STATUS**
**ROC LICENSE**
**FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN)**

This form represents certifying compliance for items listed below:

a) This company has no outstanding unresolved federal tax liens.

b) This company has not been suspended or debarred from working on a federal funded contract, does not have a proposed debarment pending, has not been indicted, convicted, or had a civil judgement rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years as specified by Code of Federal Regulations 49 CFR.

c) This company uses E-Verify for employment verifications.

d) This company has a current UTracs Registration (https://utracs.azdot.gov)

e) ROC License: To work on a federal funded project, all contractors, subcontractors, consultants, subconsultants must have an ROC license (exception if business type does not require ROC license in Arizona). For bidding process, For Construction, Low Bidder will have 60 days from Bid Opening Day to obtain the required State ROC license.

f) EIN: Must have an Employer Identification Number (EIN) if you are the Prime. For Subcontractors and Subconsultants - you are required only If required by Law / Federal Requirements. If not required by Law to have an EIN number, you may write in "not applicable' below.

**It is recommended that all companies working on a federal funded contract be registered on the SAM website. (www.sam.gov)

**If unable to certify to the statements above, company is ineligible to enter into an agreement for federal funded contracts with the City of Chandler.**

| | |
|---|---|
| **Company Name:** | Sunland Asphalt & Construction, LLC |
| **Company UTracs No:** | 11128 |
| **Company ROC No:** | 111922/095189 |
| **EIN:** | 86-0455988 |
| **Name of Person Signing:** | Immanuel Martinez |
| **Title of Person Signing:** | Division Manager - Public Works |
| **Signature:** | |
| **Date of Signature:** | May 7, 2025 |

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

# SECTION 6

# BIDDERS LIST

Docusign Envelope ID: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5

**From:** ADOT Business Engagement and Compliance Office <BECO@azdot.gov>
**Sent:** Thursday, May 8, 2025 8:16 AM
**To:** Dugan Dwyer <ddwyer@solterramaterials.com>
**Cc:** ContractorCompliance@azdot.gov
**Subject:** RESENT: (COPY of) Bidders List for Sunland Asphalt & Construction LLC

**Sunland Asphalt & Construction LLC**, AZUTRACS Number: 11128 has submitted a Bidder/Proposer list for **AI2202-401** on 05/08/2025 at 8:12 AM MST (UTC - 07:00).

**Bidders/Proposers for this firm include:**

| Firm Name | Address | Ethnicity | Gender | Age of Firm | Annual Gross Receipts | DBE Status | NAICS Codes |
|---|---|---|---|---|---|---|---|
| ATL, INC. | 2921 N 30th Avenue Phoenix, AZ 85017 | Caucasian | M | 10+ years | $2 million to $5 million | Non-DBE | 541380 |
| C.R. Contract LLC | 64435 Strickler Ave. Ste. 100 , AZ | Caucasian | M | 10+ years | $10 million to $50 million | Non-DBE | 237310 |
| Central Arizona Trucking and Equipment Repair | 37860 W Olivo Street Maricopa, AZ 85138 | Caucasian | F | 10+ years | Unknown | DBE | 4841 |
| Falcon Contracting Inc. | 11030 N. 21st Avenue Phoenix, AZ 85029 | Caucasian | F | 10+ years | $2 million to $5 million | DBE | 237310 |
| Franklin Striping, Inc. | 2832 S. 45th Street Phoenix, AZ 85040 | Caucasian | M | 10+ years | $2 million to $5 million | Non-DBE | 02760 |
| Metro Engineering and Survey, LLC. | 7777 North 70th Avenue Glendale, AZ 85303 | Hispanic American | M | 10+ years | $2 million to $5 million | DBE | 541370 |
| MGM Sweeping LLC | 5639 N. 54th Avenue Glendale AZ 85301, AZ 85301 | Hispanic American | M | 8-10 years | $1 million to $2 million | DBE | 488490 |
| Proline West, Inc. | 604 8th Street SE Loveland, CO 80537 | Caucasian | M | 10+ years | $2 million to $5 million | Non-DBE | 237310 |
| S3 Arizona, LLC | 4615 E Warner Road, Suite 5 Gilbert, AZ 85296 | Caucasian | M | 10+ years | $500,000 to $1 million | Non-DBE | 541370 |
| Tri State Transportation Freightways | 30 N 63rd Ave Phoenix, AZ 85379 | Caucasian | M | 10+ years | $10 million to $50 million | Non-DBE | 484110 |

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# END OF

# FAA FEDERAL DOCUMENTS

## Certificate Of Completion

Envelope Id: DCEDE5A0-569D-4CA4-BFE4-33C2069487A5 Status: Sent

Subject: **Council item -6/26/25** AI2202.401 - Runway 4R-22L Pavement Rehabilitation - CONSTRUCTION AGRMT

EDMS Application: PWU_CAPITAL_PROJECTS_CONTRACT_MANAGEMENT

Source Envelope:

Document Pages: 401 Signatures: 3 Envelope Originator:

Certificate Pages: 7 Initials: 0 Chandler CIP

AutoNav: Enabled PO Box 4008

EnvelopeId Stamping: Enabled Chandler, 85244

Time Zone: (UTC-07:00) Arizona chandlercip@chandleraz.gov

IP Address: 198.241.2.1

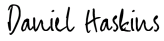
## Record Tracking

Status: Original Holder: Chandler CIP Location: DocuSign

5/29/2025 | 10:05 AM chandlercip@chandleraz.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Chandler Location: Docusign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Immanuel Martinez<br>imartinez@sunlandasphalt.com<br>Division Manager<br>Sunland Asphalt & Construction LLC<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Accepted: 5/29/2025 \| 11:05 AM<br>ID: b1553226-d5fe-4beb-9d17-d93e100eec44 | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 66.210.4.140 | Sent: 5/29/2025 \| 11:04 AM<br>Viewed: 5/29/2025 \| 11:05 AM<br>Signed: 5/29/2025 \| 11:06 AM |
| Daniel Haskins<br>daniel.haskins@chandleraz.gov<br>CIP City Engineer<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Accepted: 5/29/2025 \| 01:29 PM<br>ID: a6eb580a-7c61-4193-b161-57ed49787f30 |  <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 198.241.2.1 | Sent: 5/29/2025 \| 11:06 AM<br>Viewed: 5/29/2025 \| 01:29 PM<br>Signed: 5/29/2025 \| 01:29 PM |
| Daniel L Brown<br>Daniel.Brown@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 7/1/2021 \| 08:17 AM<br>ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a | | |
| Kevin Hartke<br>kevin.hartke@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 6/28/2021 \| 11:17 AM<br>ID: 2531f230-027c-41f7-9166-1189df6a8c8f | | |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Dana DeLong<br>Dana.DeLong@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 6/28/2021 \| 01:03 PM<br>ID: e796186e-c533-4a41-978c-34d69e29778a | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|
| Michelle Reeder<br>michelle.reeder@chandleraz.gov<br>Procurement Senior Specialist<br>City of Chandler<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 3/18/2025 \| 10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 | | Sent: 5/29/2025 \| 01:29 PM |
| Records Division<br>Signing Group: Records Division<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Agent Delivery Events | Status | Timestamp |
|---|---|---|
| Greg Hughes<br>ghughes@sunlandasphalt.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 5/29/2025 \| 10:50 AM<br>ID: 7d8ccea6-4101-4390-965b-fb6cadf1db9d | VIEWED<br>Using IP Address: 66.210.4.140 | Sent: 5/29/2025 \| 10:25 AM<br>Viewed: 5/29/2025 \| 10:50 AM<br>Completed: 5/29/2025 \| 11:04 AM |

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Michelle Reeder<br>michelle.reeder@chandleraz.gov<br>Procurement Senior Specialist<br>City of Chandler<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 3/18/2025 \| 10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 | COPIED | Sent: 5/29/2025 \| 10:25 AM |
| Hafiz Noor<br>Hafiz.Noor@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:** | COPIED | Sent: 5/29/2025 \| 01:29 PM<br>Viewed: 5/29/2025 \| 01:31 PM |

| Carbon Copy Events | Status | Timestamp |
| --- | --- | --- |
| Accepted: 5/19/2025 \| 01:41 PM<br>ID: 2a8493f3-0676-4860-8f5f-af6da80d7741 | | |
| Michelle Reeder<br>Michelle.Reeder@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 3/18/2025 \| 10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 | | |
| Michelle Reeder<br>Michelle.Reeder@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 3/18/2025 \| 10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 | | |
| Hafiz Noor<br>Hafiz.Noor@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 5/19/2025 \| 01:41 PM<br>ID: 2a8493f3-0676-4860-8f5f-af6da80d7741 | | |
| Raymond Potts<br>Raymond.Potts@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 1/7/2025 \| 10:12 AM<br>ID: ebb9cc7b-b8c5-406e-b2cc-8eb776ae036e | | |
| Allan Zimmerman<br>Allan.Zimmerman@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 3/10/2022 \| 07:58 AM<br>ID: fa1c98a5-4381-4529-8f21-4c6629aed7b1 | | |
| Bridgette Rhodehouse<br>Bridgette.Rhodehouse@chandleraz.gov<br>Jennifer Ekblad<br>jennifer.ekblad@chandleraz.gov<br>Dorothy Hernandez<br>dorothy.hernandez@chandleraz.gov<br>Vianka Enriquez<br>Vianka.Enriquez@chandleraz.gov<br>Signing Group: Records Division<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Michelle Reeder<br>michelle.reeder@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:** | | |

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Accepted: 3/18/2025 \| 10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 | | |
| Donna Rygiel<br>donna.rygiel@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 3/28/2025 \| 11:23 AM<br>ID: 40e41fec-eb0c-46d0-b3fc-d151223d8411 | | |
| Greg Hughes<br>ghughes@sunlandasphalt.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 5/29/2025 \| 10:50 AM<br>ID: 7d8ccea6-4101-4390-965b-fb6cadf1db9d | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 5/29/2025 \| 10:25 AM |
| Envelope Updated | Security Checked | 5/29/2025 \| 11:04 AM |
| Envelope Updated | Security Checked | 5/29/2025 \| 11:04 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Chandler:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

**To advise City of Chandler of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from City of Chandler**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Chandler**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

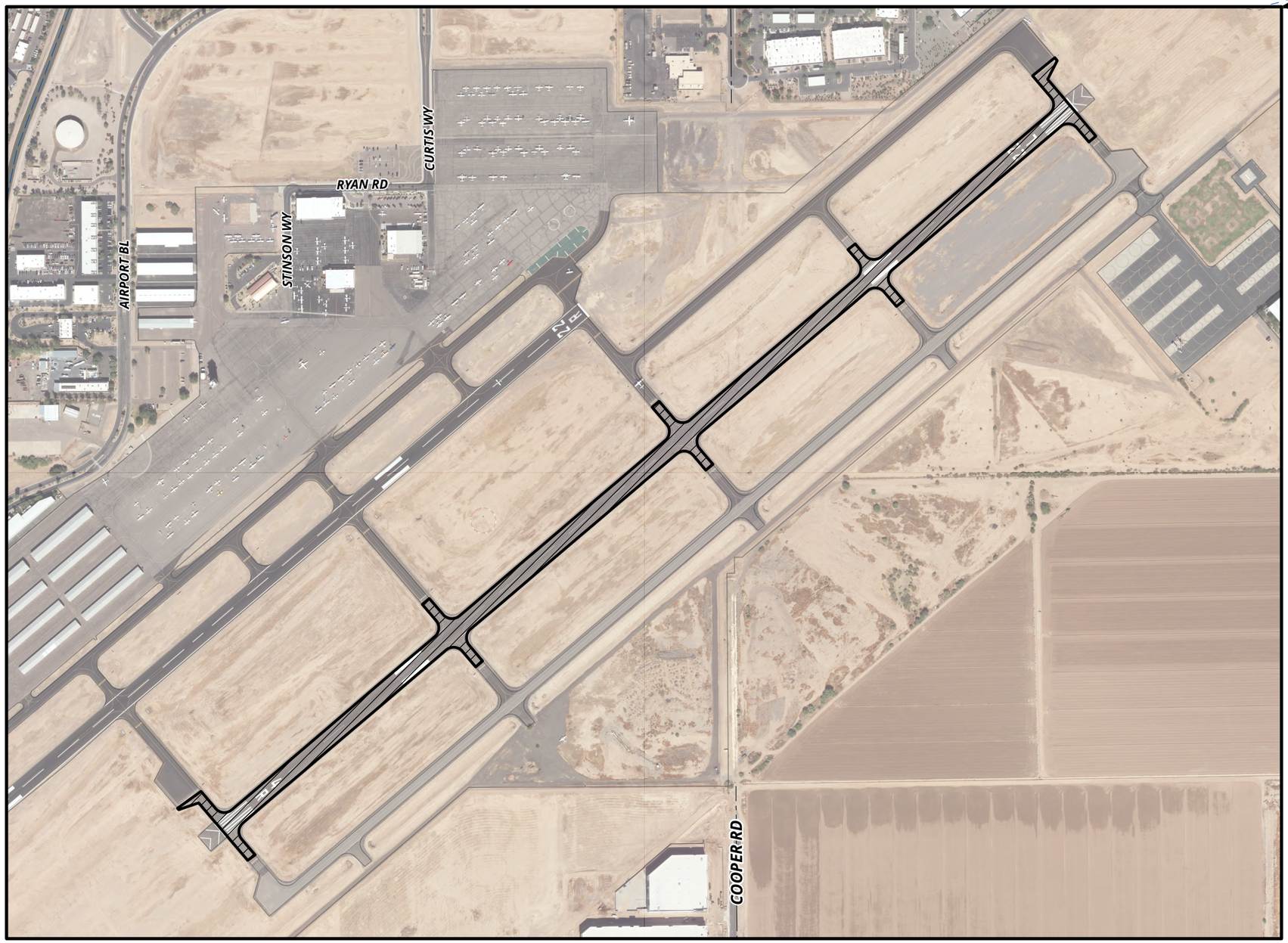
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

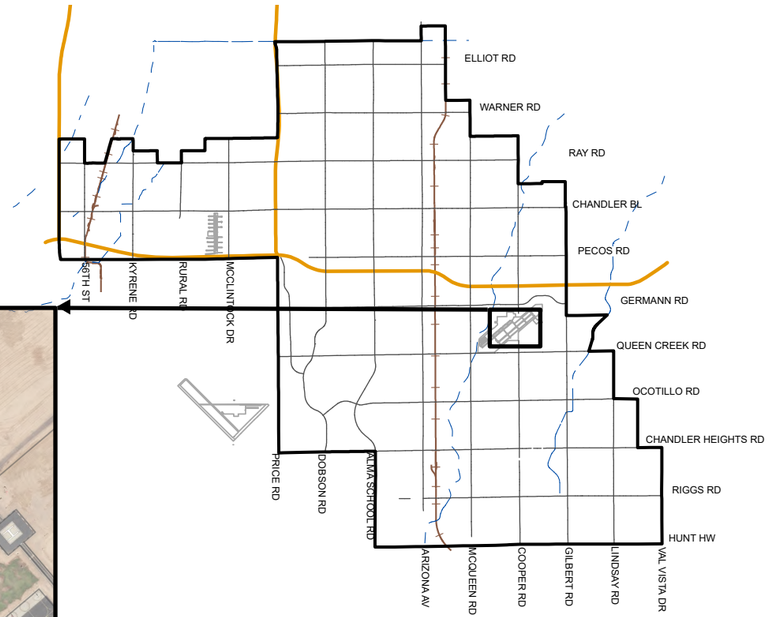
By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

CHANDLER arizona

# RUNWAY 4R-22L
# PAVEMENT REHABILITATION
# PROJECT NO. AI2202.401




## MEMO NO. CP25-124

PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2025\CP25-124\CP25-124\CP25-124.aprx 4/30/2025 CameronK

CHANDLER arizona
Community of Innovation

**City Council Memorandum Airport Memo No. CP25-130**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Steven Turner, Sustainability & Performance Manager
Ryan Reeves, Airport Manager
Daniel Haskins, Capital Projects Division Manager
**From:** Hafiz Noor, Construction/Design Project Manager
**Subject:** Professional Services Agreement No. AI2202.451, with Dibble CM, LLC, for the Runway 4R-22L Pavement Rehabilitation Construction Management Services

---

## Proposed Motion:

Move City Council award Professional Services Agreement No. AI2202.451 to Dibble CM, LLC, for the Runway 4R-22L Pavement Rehabilitation Construction Management Services, in an amount not to exceed $146,415.

## Background/Discussion:

This project is located at Chandler Municipal Airport on Runway 4R-22L (the South Runway). Per the Arizona Department of Transportation's (ADOT's) Airport Pavement Management System (APMS), the existing pavement on this runway had a Pavement Condition Index (PCI) of 54 as of 2022. According to the APMS, the projected PCI for 2023 was expected to be 50, indicating the need for rehabilitation.

The project scope of work consists of Pre-Construction Assistance, Construction Management, Construction Inspection, Materials Testing and Record Drawing. The Agreement completion time is 180 calendar days following Notice to Proceed.

A related Construction Agreement with Sunland Asphalt & Construction, LLC, for the Runway 4R-22L Pavement Rehabilitation, is also scheduled for this City Council meeting.

**Evaluation:**

The selection process was conducted in accordance with city policy and procedure and state law. This project is being performed under the On-Call Consultant Pre-Qualified List for Construction Management Services. Staff recommend approval of this agreement with Dibble CM, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

**Financial Implications:**

This project is in the Capital Improvement Program. The construction work will be funded by a Federal Aviation Administration grant for 95% of the project cost ($139,094.26) and an Arizona Department of Transportation grant for 2.5% of the project cost ($3,660.37). A local match of 2.5% of the project cost ($3,660.37) is required.

---

**Fiscal Impact**

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 417.4110.6910.6AI737 | Airport Grant | Rehab Runway 4R-22L Pavement | $142,754.63 | Y |
| 635.4110.6910.6AI737 | Airport Operating Fund | Rehab Runway 4R-22L Pavement | $3,660.37 | Y |

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**Attachments**

Agreement

Location Map

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**PROFESSIONAL SERVICES AGREEMENT**
**CONSTRUCTION MANAGEMENT SERVICES**
**RUNWAY 4R-22L PAVEMENT REHABILITATION**
**CITY PROJECT NO.: AI2202.451; FAA AIP NO.: 3-04-008-032-2023**
**Council Date: June 26, 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 Dibble CM LLC**,** a Delaware limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

## RECITALS

A. City proposes to engage Consultant to provide construction management services for Runway 4R-22L Pavement Rehabilitation 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.

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## 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 180 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 $146,415 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:

Docusign Envelope ID: 37E77EC4-890C-442E-8CFA-329F98E559EA

| | | |
|---|---|---|
| To City: | City of Chandler - Public Works & Utilities Department<br>Attn: CIP City Engineer: Daniel Haskins, P.E.<br>P.O. Box 4008, Mail Stop 407<br>Chandler, AZ 85244-4008<br>Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov | |
| With a copy to: | City of Chandler - Public Works & Utilities Department<br>Attn: Raymond Potts**,** Project Manager<br>P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008<br>Phone: 480-782-3326 Email: Raymond.Potts@chandleraz.gov | |
| To Consultant: | **LEGAL COMPANY NAME:** | Dibble CM LLC |
| | Mailing Address: | 3020 East Camelback Road, Suite 201<br>Phoenix, AZ 85016 |
| | Physical Address: | 3020 East Camelback Road, Suite 201<br>Phoenix, AZ 85016 |
| | Statutory Agent Name: | KC Brandon |
| | Statutory Agent Mailing Address: | 3020 East Camelback Road, Suite 201<br>Phoenix, AZ 85016 |
| | Statutory Agent Physical Address: | 3020 East Camelback Road, Suite 201<br>Phoenix, AZ 85016 |
| | **CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE** | |
| | Name: | KC Brandon |
| | Title: | President |
| | Phone: | 602-957-3936 |
| | Email: | kcbrandon@dibblecm.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.

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

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

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

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the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

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

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

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

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties

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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.

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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

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

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

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

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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

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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

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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.

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

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

**"CITY"**
**CITY OF CHANDLER**

Mayor

**RECOMMENDED BY:**

Daniel Haskins May 29, 2025
Daniel Haskins, P.E.
CIP City Engineer

**APPROVED AS TO FORM:**

City Attorney

**ATTEST:**

City Clerk Seal

**"CONSULTANT"**
**DIBBLE CM LLC**

KC Brandon May 29, 2025
Signature Date

KC Brandon
Print Name

president
Title

kcbrandon@dibblecm.com
Signer Email Address

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# EXHIBIT "A"
# SCOPE OF SERVICES/SCHEDULE

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**EXHIBIT "A"**

**CONSTRUCTION MANAGEMENT**
**SCOPE OF SERVICES**
**Runway 4R22L Pavement Rehabilitation**
**CITY PROJECT NO. AI2202.451**
**FAA AIP No.: 3-04-008-032-2023**

## PROJECT TASKS

### 1. PRE-CONSTRUCTION ASSISTANCE

#### A. Task 1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting.

### 2. CONSTRUCTION MANAGEMENT

#### A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes **17** weekly meetings will be held.

#### B. Task 2.2 CPM Schedule

i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.

ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to city regarding those tasks. Consultant assumes **4** reviews of updated CPM schedule.

#### C. Task 2.3 Requests for Information (RFI's)

i. Consultant must review, prepare, and maintain a log of all RFI's.

#### D. Task 2.4 Shop Drawing Submittals

i. Consultant must review, prepare, and maintain a log of all submittals.

#### E. Task 2.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFPs. Consultant assumes **5** RFPs.

#### F. Task 2.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FDs. Consultant assumes **5** FD's.

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### G. Task 2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications.

1. Review payment applications and verify everything on the CM services checklist is completed. Consultant assumes a maximum of **4** payment applications, with **2** reviews each.
    a. CPM Schedule is updated
    b. Photos are uploaded
    c. CM services Quantity Report matches contractor's request
    d. Allowance draws are recorded
    e. Time and Materials requests have proper backup
    f. Payments are made to the agreed lump sum schedule
    g. Submit checklist to the City of Chandler
2. Review contractor's red lines are up to date
3. Verifying last month's payment application is accurately shown.
4. Recommendations will be based on consultant's knowledge, information, and belief, and will state whether in consultant's opinion, contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check contractor's work have been exhaustive, extended to every aspect of contractor's work, or have involved detailed inspections.

## 3. CONSTRUCTION ADMINISTRATION

### A. Task 3.1 Federal Compliance Administration

i. Consultant must conduct Contractor and Sub-contractor laborer interviews, as necessary, per Federal Requirements.

ii. Inspector must document on daily reports each day; list of subcontractor's and identify their employees, the task classifications, and equipment subcontractors are utilizing on site.

iii. Consultant must collect, review, and verify material certifications are met including "Buy America" and "Build America, Buy America" (BABA) requirements; prepare and maintain material certificates and "Buy America" and "Build America, Buy America" (BABA) requirements submittal log. **NO PAYMENTS FOR MATERIALS WITHOUT APPROVED MATERIAL CERTIFICATIONS.**

### B. Task 3.2 Federal Compliance Administrative Support

i. Consultant must provide administrative support to City staff for federal reporting requirements. Consultant assumes **1** administrative assistant **5** hours per week for the duration of the project.

1. Documenting/logging subcontractor onsite
2. Reviewing certified payrolls
3. General federal compliance support

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## 4. CONSTRUCTION INSPECTION

### A. Task 4.1 Inspection Services

i. Consultant must provide construction inspections to verify materials and installations conform to construction documents and current Advisory Circulars; prepare **daily** inspection reports documenting Contractor construction activities and progress during field inspection visits with associated pictures and descriptions; and perform intermittent erosion control inspections. Consultant assumes **1** inspector full time **40** hours per week for the duration of the project.

ii. Consultant must prepare and submit FAA Form 5370-1 **monthly**, Construction Progress and Inspection Reports that include clear photographs of work activities with descriptions of each.

### B. Task 4.2 Project Closeout

i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. Consultant must schedule and conduct the Final Completion inspection; and complete and distribute Final Completion certificates.

iii. Consultant must provide all documents in an electronic version that matches the City's filing system, so it can be imported into the city's files.

iv. Warranty – Services after completion of the construction phase, including inspections upon request during the 12-month warranty period, reporting discrepancies under guarantees in the construction contract documents, and providing assistance for resolution of defects to be corrected under warranty.

## 5. MATERIALS TESTING

### A. Task 5.1 Quality Control (QC) Test Program

i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City, MAG, and ADOT requirements; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

### B. Task 5.2 Material Certifications

i. Consultant must review and verify material certifications are met including "Buy America" requirements; and prepare and maintain materials certificate and "Buy America" requirement submittal log.

## 6. RECORD DRAWINGS

### A. Task 6.1 Record Drawings

i. Review and monitor Contractor's weekly final submittal of red line drawing set.

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**ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS**

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.
4. Contract work must be performed in accordance with Exhibit D Title VI Assurances Appendix A and Exhibit E Title VI Assurances Appendix E.

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# EXHIBIT "B"
# COMPENSATION AND FEES

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# EXHIBIT "B"
# CONSTRUCTION MANAGEMENT
# SCOPE OF SERVICES
# FEE SCHEDULE
## Runway 4R22L Pavement Rehabilitation
## AI2202.451 (AIP: 3-04-008-032-2023)

| Task | Description | Cost |
|---|---|---|
| **1** | **PRE-CONSTRUCTION ASSISTANCE** | |
| 1.1 | Pre-Construction Assistance | $ 860.00 |
| | | |
| | **SUBTOTAL TASK 1:** | **$ 860.00** |
| **2** | **CONSTRUCTION MANAGEMENT** | |
| 2.1 | Weekly Construction Meetings | $ 10,350.00 |
| | | |
| 2.2 | CPM Schedule | $ 1,050.00 |
| | | |
| 2.3 | Requests for Information (RFI) | $ 1,975.00 |
| | | |
| 2.4 | Shop Drawing Submittals | $ 1,975.00 |
| | | |
| 2.5 | Requests for Proposal (RFP) | $ 2,300.00 |
| | | |
| 2.6 | Field Directive (FD) | $ 2,300.00 |
| | | |
| 2.7 | Contractor Payment Applications | $ 2,630.00 |
| | | |
| | **SUBTOTAL TASK 2:** | **$ 22,580.00** |
| **3** | **CONSTRUCTION ADMINISTRATION** | |
| 3.1 | Federal Compliance Administration | $ - |
| | | |
| 3.2 | Federal Compliance Administrative Support | $ 9,350.00 |
| | | |
| | **SUBTOTAL TASK 3:** | **$ 9,350.00** |
| **4** | **CONSTRUCTION INSPECTION** | |
| 4.1 | Inspection Services | $ 92,800.00 |
| | | |
| 4.2 | Project Closeout | $ 4,800.00 |
| | | |
| | **SUBTOTAL TASK 4:** | **$ 97,600.00** |

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| | | |
|---|---|---|
| **5** | **MATERIALS TESTING** | |
| 5.1 | QC Test Program | $ 3,175.00 |
| | | |
| 5.2 | Material Certifications | $ 1,425.00 |
| | | |
| | **SUBTOTAL TASK 5:** | **$ 4,600.00** |
| **6** | **RECORD DRAWINGS** | |
| 6.1 | Record Drawings | $ 1,425.00 |
| | | |
| | **SUBTOTAL TASK 6:** | **$ 1,425.00** |
| **SUBCONSULTANTS** | | |
| | Subconsultant Name | $ - |
| | Subconsultant Name | $ - |
| | Subconsultant Name | $ - |
| | Subconsultant Name | $ - |
| | **SUBTOTAL SUBCONSULTANTS:** | **$ -** |
| **ALLOWANCES** | | |
| | Direct Expense Allowance | $ - |
| | Owner's Allowance | $ 10,000.00 |
| | **SUBTOTAL ALLOWANCES:** | **$ 10,000.00** |
| | **PROJECT TOTAL:** | **$ 146,415.00** |

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**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

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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.

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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.

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# 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.

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# 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**

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# EXHIBIT "F"
# FEDERAL REQUIREMENTS

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# FAA FEDERAL DOCUMENTS

**IMPORTANT NOTES:**

**DBE Goal:**
**The City of Chandler has a Race Neutral DBE Goal of 3.30% for 10-01-2024 through 09-30-2027. The City of Chandler recommends the utilization of DBE's.**

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**<u>SUBMIT WITH SOQ: (or in preparation of Contract for Direct Select)</u>**
Bidders List
Verification Statement

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# SECTION 1

# FAA FEDERAL GUIDE

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CHANDLER arizona

# Federal Funded Contract Guide for Professional Services

**This is an FAA federal funded contract**

1. THIS IS AN FAA FEDERAL FUNDED CONTRACT / PROJECT. There is a ZERO TOLERANCE for compliance of the federal requirements. FAA can take back federal funds for non-compliance.

2. THIS CONTRACT GUIDE MUST BE INCLUDED IN ALL SUBCONTRACTS. This document will be included in the Subconsultant subcontract federal documents that the City will provide.

3. RECORD RETENTION REQUIREMENTS: Records must be maintained by all Consultants / Subconsultants for five (5) years following completion.

4. Notice to all Consultants/Subconsultants: Cannot work on a federal funded contract if Consultant/Subconsultant has outstanding unresolved federal tax liens or have an open/current federal contract debarment. It is highly recommended to be registered in “SAM”. All Consultants/Subconsultants will be required to sign a verification certification to this requirement.

5. SUBCONSULTANTS
    a. Subconsultants must be approved prior to subcontract work start.
    b. Any subconsultant billing for work dated prior to Consultant Contract Start Date or City of Chandler subconsultant approval date will not be approved and paid.
    c. City of Chandler will provide requirements for subcontracts and subconsultant approval process AFTER Contract Award. There are federal documents that must be included in all subcontracts.
    d. All Consultants / Subconsultants must be registered in the AZ UTracs System and have a 5-digit UTracs Number and must be current. Please update the Profile/Registration is it has expired. Subconsultant Requests will not be approved unless this is current.
    e. DBE Subconsultants is required to submit the DBE Final Payment Cert form after their subcontract work is complete and/or must be submitted prior to final payment to the Prime Consultant.

6. PAYMENT REPORTING
    a. Monthly reporting of payments made/received is required by Prime Consultant and all subconsultants.
    b. Reporting process will be provided. Reporting may be utilizing the ADOT DOORS system. Therefore, all Consultants and Subconsultants should be registered in the DOORS system.
    c. Penalties may be assessed for non-reporting.

7. PROMPT PAY
    a. Prime must pay subconsultants within seven (7) days of receiving payment from City of Chandler.
    b. Subconsultants must pay lower tiers within seven (7) days of receiving payment from Prime.
    c. Penalties may be assessed for Prompt Pay discrepancies. All Prompt Pay discrepancies will need to be reviewed and documented.

8. BUY AMERICAN / BABA REQUIREMENTS
    a. Communicate this section clearly with all subconsultants, suppliers, and vendors.
    b. Materials to be used on this project must follow the 'BUY AMERICAN' requirements and the recently federal required “BABA” requirements effective 05-14-2022.
    c. **FAA IS “BUY AMERICAN”.** (FHWA / FTA Funded Projects- BUY AMERICA).

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# SECTION 2

# BIDDERS LIST

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## Jennifer Drury

**From:** ADOT Business Engagement and Compliance Office <AZUTRACS-Support@azdot.gov>
**Sent:** Tuesday, May 20, 2025 2:55 PM
**To:** Jennifer Drury
**Cc:** contractorcompliance@azdot.gov
**Subject:** Bidders List for Dibble CM, LLC

You don't often get email from azutracs-support@azdot.gov. Learn why this is important

**Dibble CM, LLC**, AZUTRACS Number: 10280 has submitted a Bidder/Proposer list for **AI2202-401** on 05/20/2025 at 2:55 PM MST (UTC - 07:00).

Dibble CM, LLC submitted a blank bidders/proposers list. This means that they did not list any firms that they reached out to or were contacted by during the preparation of this bid/proposal. NOTE: Subbing out work is encouraged, where applicable. Under some circumstances, no subbing opportunities are available.

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# SECTION 3

# VERIFICATION STATEMNENT

## FOR

## DEBARMENT AND SUSPENSION

## CERTIFICATION

## AND

## TAX DELINQUENCY AND FELONY CONVICTIONS CERTIFICATION

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CHANDLER arizona

**VERIFICATION STATEMENT**
**(Professional Service)**
**FOR**
**NO FEDERAL TAX LIENS,**
**NO DEBARMENTS,**
**USE OF E-VERIFY FOR EMPLOYMENT HIRING**
**UTRACS REGISTRATION/STATUS**
**FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN)**

This form represents certifying compliance for items listed below:

a) This company has no outstanding unresolved federal tax liens.

b) This company has not been suspended or debarred from working on a federal funded contract, does not have a proposed debarment pending, has not been indicted, convicted, or had a civil judgement rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years as specified by Code of Federal Regulations 49 CFR.

c) This company uses E-Verify for employment verifications.

d) This company has a current UTracs Registration (https://utracs.azdot.gov)

e) EIN: Company must have an Employer Identification Number (EIN) if you are the Prime Contractor. If you are a subcontractor, you need the EIN number if required by Law / Federal Requirements. If you are a subcontractor and not required by Law to have an EIN number, you may write in "not applicable' below.

**It is recommended that all companies working on a federal funded contract be registered on the SAM website. (www.sam.gov)

**If unable to certify to the statements above, company is ineligible to enter into an agreement for federal funded contracts with the City of Chandler.**

| | |
|---|---|
| **Company Name:** | Dibble CM |
| **Company UTracs No:** | 10280 |
| **EIN:** | 86-1013996 |
| **Name of Person Signing:** | KC Brandon |
| **Title of Person Signing:** | President |
| **Signature:** | |
| **Date of Signature:** | 5/20/2025 |

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# SECTION 4

# FAA FEDERAL PROVISIONS

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## ACCESS TO RECORDS AND REPORTS

:2 CFR § 200.334; 2 CFR § 200.337; FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**BREACH OF CONTRACT TERMS**
2 CFR

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**BUY AMERICAN PREFERENCE**
Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*
Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)
There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxi lanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

**FAA BUY AMERICAN PREFERENCE**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxi lanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

**CIVIL RIGHTS - GENERAL**
49 USC § 47123

**GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

**CIVIL RIGHTS TITLE VI ASSURANCE**
49 USC § 47123; FAA Order 1400.11

**Title VI Solicitation Notice:**

The CITY OF CHANDLER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
    - The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
    - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
    - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
    - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

.

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**CLEAN AIR AND WATER POLLUTION CONTROL**
2 CFR Part 200, Appendix II(G); 42 USC § 7401, et seq; 33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**
2 CFR Part 200, Appendix II(E); 2 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 USC §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

> *Professional Services* – This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**COPELAND "ANTI-KICKBACK" ACT**
2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

*Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, contracts and subcontracts must incorporate this Copeland Anti-kickback provision.*

**COPELAND "ANTI-KICKBACK" ACT**

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

**DEBARMENT AND SUSPENSION**
2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

**CERTIFICATION OF OFFEROR/BIDDER/CONSULTANT REGARDING DEBARMENT**
By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Note: This requirement applies to all subconsultants and a Certification Form will be required (form will be included in the Subconsultant Request Packet from the City of Chandler).

**DISADVANTAGED BUSINESS ENTERPRISE**
49 CFR Part 26
The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Chandler to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**Contract Assurance**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

-Withholding monthly progress payments;
-Assessing sanctions;
-Liquidated damages; and/or
-Disqualifying the Contractor from future bidding as non-responsible.

**Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided)** –
The prime contractor must not terminate a DBE subcontractor without the approval of The City of Chandler.. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a on-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs contracted to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of The City of Chandler. Unless The City of Chandler's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City of Chandler may provide such written consent only if The City of Chandler agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to The City of Chandler its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to The City of Chandler, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise The City of Chandler and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why The City of Chandler should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), The City of Chandler may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for D**BE Firms put forward by offerors in negotiated procurements.**

**PROMPT PAY PROVISION**
49 CFR § 26.29
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract **NO LATER THAN 14 DAYS** from the receipt of each payment the prime contractor receives from The City of Chandler. The prime contractor agrees further to return retainage payments to each subcontractor **within 30 days** after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of The City of Chandler. This clause applies to both DBE and non-DBE subcontractors.

**DISTRACTED DRIVING**
Executive Order 13513; DOT Order 3902.10

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**DOMESTIC PREFERENCES FOR PROCUREMENTS - CERTIFIATION**
2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**
2 CFR Part 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246

**EQUAL OPPORTUNITY CLAUSE**
During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EEO SPECIFICATION**

1. As used in these specifications:

a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

b. “Director” means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. “Minority” includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor’s obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**
29 USC § 201, et seq; 2 CFR § 200.430; APPLICABILITY
.
All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES CERTIFIATION**
49 CFR Part 20, Appendix A

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**
29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**PROHIBITION OF SEGREGATED FACILITIES**
2 CFR Part 200, Appendix II(C); 41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

**SEISMIC SAFETY**
49 CFR Part 41

Professional Service Agreements for Design

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

Construction Contracts - SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

*****THIS SECTION COVERS A REQUIREMENT BY FAA AND REQUIRES A VERIFICATION SIGNATURE. THE CITY OF CHANDLER PROVIDES A SEPARATE SIGNATURE REQUIRED DOCUMENT/PAGE THAT MUST BE FILLED OUT, SIGNED AND SUBMITTED.***
***SEE "VERIFICATIONS STATEMENT"***

***ADDITIONALLY, THE "VERIFICATIONS STATEMENT" IS ALSO A REQUIRED DOCUMENT TO BE FILLED OUT, SIGNED AND SUBMITTED WITH ALL SUBCCONTRACTS/LOWER TIER SUBCONTRACTS FOR REVIEW AND APPROVAL.***

**TAX DELINQUENCY AND FELONY CONVICTIONS**
Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

City of Chandler provides a Verification Statement that must be submitted with bid to cover the requirements of this section. Applicant/Bidder/Contractors/Subcontractors/Consultants/Subconsultants cannot have any been convicted of a criminal violation under any federal law within the preceding 24 months and cannot have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. Additionally, the Verifications Statement must be included, signed and submitted to the City of Chandler with all subcontracts and lower tier subcontracts for review and approval.

The City has provided in this bid a "Verifications Statement" that must be signed and submitted with bid.

**Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT PROHIBITION**
2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**TERMINATION OF CONTRACT**
2 CFR Part 200, Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09; Termination for Convenience

**TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner’s termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner’s termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

**TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**TERMINATION FOR DEFAULT**
2 CFR Part 200, Appendix 11(B)

**TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner’s breach of the contract.

   In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**TRADE RESTRICTION CERTIFICATION**
49 USC § 50104; 49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Docusign Envelope ID: 37E77EC4-890C-442E-8CFA-329F98E559EA

**VETERAN'S PREFERENCE**
49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Docusign Envelope ID: 37E77EC4-890C-442E-8CFA-329F98E559EA

# END OF

# FAA FEDERAL DOCUMENTS

## Certificate Of Completion

Envelope Id: 37E77EC4-890C-442E-8CFA-329F98E559EA
Status: Sent
Subject: **Council item-6/26** AI2202.451 Runway 4R-22L Pavement Rehabilitation - CM SERVICES
EDMS Application: PWU_CAPITAL_PROJECTS_CONTRACT_MANAGEMENT
Source Envelope:
Document Pages: 66
Signatures: 2
Certificate Pages: 7
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Chandler CIP
PO Box 4008
Chandler, 85244
chandlercip@chandleraz.gov
IP Address: 198.241.2.1

## Record Tracking

Status: Original
5/29/2025 | 09:37 AM
Holder: Chandler CIP
chandlercip@chandleraz.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: City of Chandler
Location: Docusign

| Signer Events | Signature | Timestamp |
|---|---|---|
| KC Brandon<br>kcbrandon@dibblecm.com<br>president<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Accepted: 5/29/2025 \| 02:38 PM<br>ID: 9f542fb3-dc4e-491b-a0c6-8580b9fb5a6b | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 98.186.16.186 | Sent: 5/29/2025 \| 02:23 PM<br>Resent: 5/29/2025 \| 02:33 PM<br>Viewed: 5/29/2025 \| 02:38 PM<br>Signed: 5/29/2025 \| 02:38 PM |
| Daniel Haskins<br>daniel.haskins@chandleraz.gov<br>CIP City Engineer<br>Security Level: Email, Account Authentication (None)<br><br>**Electronic Record and Signature Disclosure:**<br>Accepted: 5/29/2025 \| 02:43 PM<br>ID: 230ab757-e0b2-40e4-bd0e-2871ad163811 | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 198.241.2.1 | Sent: 5/29/2025 \| 02:38 PM<br>Viewed: 5/29/2025 \| 02:43 PM<br>Signed: 5/29/2025 \| 02:44 PM |
| Daniel L Brown<br>Daniel.Brown@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 7/1/2021 \| 08:17 AM<br>ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a | | |
| Kevin Hartke<br>kevin.hartke@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 6/28/2021 \| 11:17 AM<br>ID: 2531f230-027c-41f7-9166-1189df6a8c8f | | |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Dana DeLong<br>Dana.DeLong@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 6/28/2021 \| 01:03 PM<br>ID: e796186e-c533-4a41-978c-34d69e29778a | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|
| Michelle Reeder<br>michelle.reeder@chandleraz.gov<br>Procurement Senior Specialist<br>City of Chandler<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 3/18/2025 \| 10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 | | Sent: 5/29/2025 \| 02:44 PM |
| Records Division<br>Signing Group: Records Division<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Agent Delivery Events | Status | Timestamp |
|---|---|---|
| KC Brandon<br>kcbrandon@dibblecm.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 5/29/2025 \| 02:22 PM<br>ID: 465f4707-0175-44bc-9827-f1bbb2c38a8e | VIEWED<br>Using IP Address: 98.186.16.186 | Sent: 5/29/2025 \| 09:54 AM<br>Resent: 5/29/2025 \| 01:59 PM<br>Viewed: 5/29/2025 \| 02:22 PM<br>Completed: 5/29/2025 \| 02:23 PM |

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Michelle Reeder<br>michelle.reeder@chandleraz.gov<br>Procurement Senior Specialist<br>City of Chandler<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 3/18/2025 \| 10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 | COPIED | Sent: 5/29/2025 \| 09:54 AM |
| Hafiz Noor<br>Hafiz.Noor@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:** | COPIED | Sent: 5/29/2025 \| 02:44 PM<br>Viewed: 5/29/2025 \| 03:26 PM |

| Carbon Copy Events | Status | Timestamp |
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| Accepted: 5/19/2025 \| 01:41 PM<br>ID: 2a8493f3-0676-4860-8f5f-af6da80d7741 | | |
| Michelle Reeder<br>michelle.reeder@chandleraz.gov<br>Security Level: Email, Account Authentication (None) | | |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/18/2025 \| 10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 | | |
| Michelle Reeder<br>Michelle.Reeder@chandleraz.gov<br>Security Level: Email, Account Authentication (None) | | |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/18/2025 \| 10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 | | |
| Raymond Potts<br>Raymond.Potts@chandleraz.gov<br>Security Level: Email, Account Authentication (None) | | |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 1/7/2025 \| 10:12 AM<br>ID: ebb9cc7b-b8c5-406e-b2cc-8eb776ae036e | | |
| Allan Zimmerman<br>Allan.Zimmerman@chandleraz.gov<br>Security Level: Email, Account Authentication (None) | | |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/10/2022 \| 07:58 AM<br>ID: fa1c98a5-4381-4529-8f21-4c6629aed7b1 | | |
| Bridgette Rhodehouse<br>Bridgette.Rhodehouse@chandleraz.gov<br>Jennifer Ekblad<br>jennifer.ekblad@chandleraz.gov<br>Dorothy Hernandez<br>dorothy.hernandez@chandleraz.gov<br>Vianka Enriquez<br>Vianka.Enriquez@chandleraz.gov<br>Signing Group: Records Division<br>Security Level: Email, Account Authentication (None) | | |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |
| Michelle Reeder<br>michelle.reeder@chandleraz.gov<br>Security Level: Email, Account Authentication (None) | | |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 3/18/2025 \| 10:55 AM<br>ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509 | | |
| Donna Rygiel<br>donna.rygiel@chandleraz.gov<br>Security Level: Email, Account Authentication (None) | | |
| **Electronic Record and Signature Disclosure:** | | |

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Accepted: 3/28/2025 \| 11:23 AM<br>ID: 40e41fec-eb0c-46d0-b3fc-d151223d8411 | | |
| Greg Hughes<br>ghughes@sunlandasphalt.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 5/29/2025 \| 10:50 AM<br>ID: 7d8ccea6-4101-4390-965b-fb6cadf1db9d | | |
| Hafiz Noor<br>Hafiz.Noor@chandleraz.gov<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 5/19/2025 \| 01:41 PM<br>ID: 2a8493f3-0676-4860-8f5f-af6da80d7741 | | |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 5/29/2025 \| 09:54 AM |
| Envelope Updated | Security Checked | 5/29/2025 \| 10:34 AM |
| Envelope Updated | Security Checked | 5/29/2025 \| 10:34 AM |
| Envelope Updated | Security Checked | 5/29/2025 \| 10:34 AM |
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| Envelope Updated | Security Checked | 5/29/2025 \| 10:34 AM |
| Envelope Updated | Security Checked | 5/29/2025 \| 02:23 PM |
| Envelope Updated | Security Checked | 5/29/2025 \| 02:23 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact City of Chandler:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

**To advise City of Chandler of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from City of Chandler**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Chandler**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

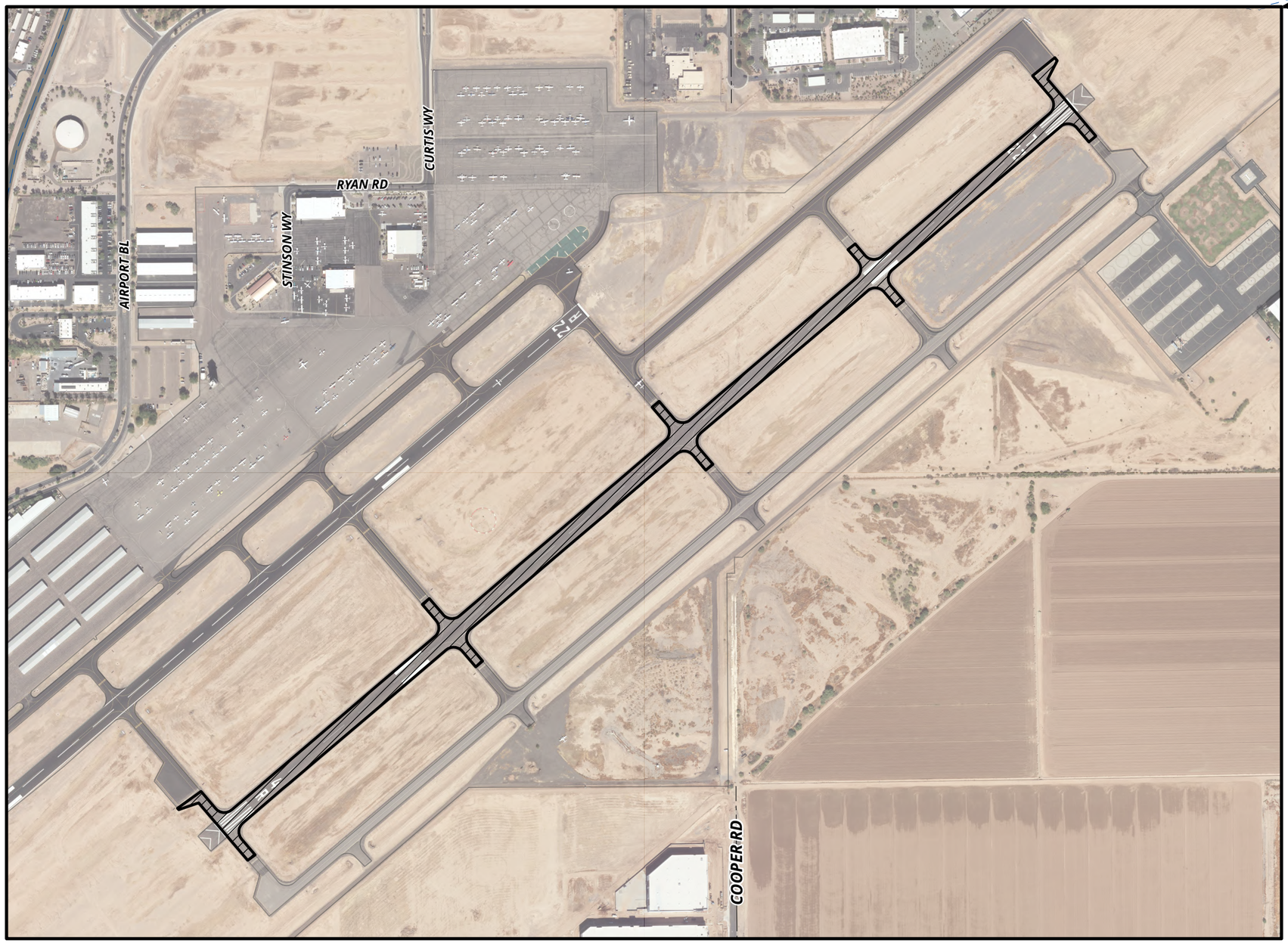
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

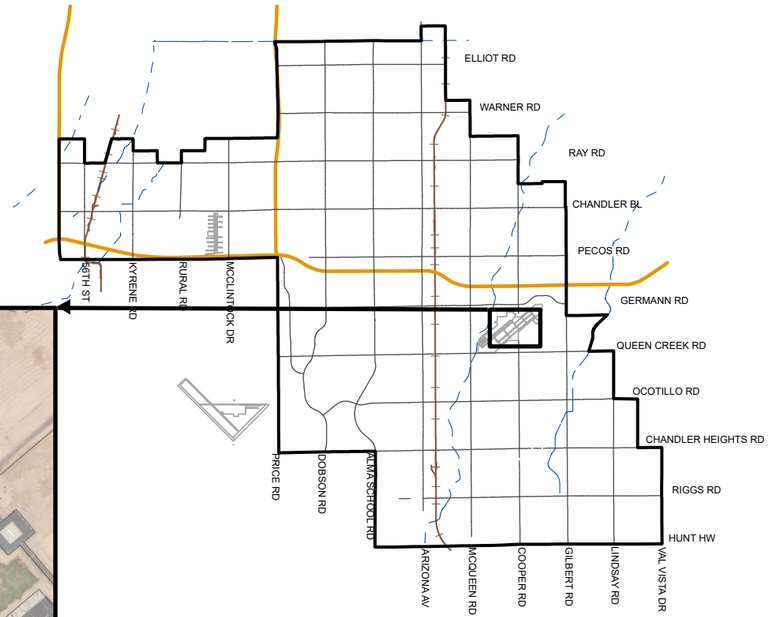
By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

CHANDLER arizona

# RUNWAY 4R-22L
# PAVEMENT REHABILITATION
# PROJECT NO. AI2202.451




## MEMO NO. CP25-130

PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2025\CP25-124\CP25-124\CP25-124.aprx 4/30/2025 CameronK

ITEM 3

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

| | |
|---|---|
| **Date:** | June 23, 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 Special Meeting - Budget Briefing held on May 2, 2025, Regular Meeting held on May 22, 2025, the 4:00 p.m. Special Meeting held on June 2, 2025, the 5:00 p.m. Special Meeting held on June 2, 2025, the Special Meeting held on June 9, 2025, the Study Session held on June 9, 2025, the Regular Meeting held on June 12, 2025, the Special Meeting - Budget Adoption held on June 12, 2025, the Special Meeting of June 17, 2025, the amended minutes of the Special Meeting - Budget Workshop #3 held on March 27, 2025.

## Attachments

Minutes of the May 2, 2025 Special Meeting
Minutes of the May 22, 2025 Regular Meeting
Minutes of the June 2, 2025 Special Meeting - 4pm
Minutes of June 2, 2025 Special Meeting - 5pm
Minutes of the June 9, 2025 Special Meeting
Minutes of the June 9, 2025 Study Session
Minutes of the June 12, 2025 Regular Meeting
Minutes of the June 12, 2025 Special Meeting - Budget Adoption
Minutes of the June 17, 2025 Special Meeting
Amended Minutes of the March 27, 2025 Budget Workshop #3

# Meeting Minutes
# City Council Special Meeting
# Budget Briefing

May 2, 2025 | 8:00 a.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 8:15 a.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

### Staff in Attendance

Joshua Wright, City Manager
Tadd Wille, Assistant City Manager
Andy Bass, Deputy City Manager
Dawn Lang, Deputy City Manager / Chief Financial Officer
Matt Dunbar, Budget and Policy Director
Sylvia Dlott, Budget & Research Administrator
Helen Parker, Budget and Research Principal Analyst
Catherine Dixon, Budget and Research Principal Analyst
Savana Martinez, Budget and Research Senior Analyst
Enrique Sandoval, Budget and Research Senior Analyst
Lucy Vazquez, Budget & Research Associate Analyst

# Discussion

## 1. Opening Remarks

MAYOR HARTKE opened the budget session, thanking the Council and staff for their efforts. He noted budget planning began in October, with workshops in February and March, and highlighted Chandler's strong financial planning. He encouraged efficient discussion and turned the meeting over to the City Manager.

## 2. Introduction

JOSHUA WRIGHT, City Manager, presented the following presentation.

- FY 25-26 Budget Message
- What makes Chandler different
- Strength in Numbers
- Budget to Meet Strategic Framework Focus Areas
- Budget Direction
- FY 2025-26 Proposed Budget
- Operating Budget Highlights
- FY 25-26 Budget Drivers (all funds)
- Priorities for Ongoing Dollars
- FY 2025-26 Ongoing Decision Package Recommendations (All Funds)
- FY 2025-26 Workforce needs
- Council Priorities for One-time Dollars
- FY 2025-26 One-Time Decision Package Recommendations (All Funds)
- Overview of FY 2025-26 Annual Proposed Budget

COUNCILMEMBER ORLANDO asked for clarification on the $25 million one-time additional cost for Public Safety Personnel Retirement System, noting Chandler's strong record with it and requesting an explanation of where the cost is coming from.

DAWN LANG, Deputy City Manager / Chief Financial Officer, said the city had previously stated it was paid off, based on analysis and a model from the Public Safety Retirement System (PSPRS). The model uses actuarial assumptions for the 2024-2025 budget, but it is based on data from the previous year, which caused some discrepancies. Investment losses and changes in assumptions led to higher costs for cities. As a result, additional one-time funding was needed to maintain the payoff. While the $25 million is an estimate, the final amount may be less. The exact figure will be determined after the actuarial report is released in November, reflecting the results through June 2025.

COUNCILMEMBER ORLANDO thanked staff for the clarification and confirmed that the $25 million is a placeholder.

MS. LANG said it is.

COUNCILMEMBER ORLANDO said that the actuarial tables have not been received yet and said the final cost could be lower, hopefully not higher.

MS. LANG said that was correct.

MAYOR HARTKE said the Council has managed police retirement costs. He explained that, although the city has paid off its share, skipping this payment would result in increased interest costs. He also noted that this year's payment is higher than usual.

MS. LANG explained that the Mayor and Council have worked for years to pay down the city's unfunded liability for police and fire retirement. She said Chandler has made strong efforts to reduce this debt, which lowers the percentage the city must contribute of employee wages to the Public Safety Retirement System. Without these efforts, the city would face much higher payments, similar to interest on a large credit card balance. By using one-time funds to reduce the liability, the city has saved over $9 million annually. These savings helped Chandler balance its budget despite losing over $11 million in state-mandated tax revenue reductions.

**3. Overview of Proposed Operating and Capital Budgets**

DAWN LANG, Deputy City Manager / Chief Financial Officer, presented the following presentation.

- Strength in Numbers
- Total Annual Proposed Expenditure Budget (-0.01%) All Funds (in millions) "Where the Money Goes"
- Total Annual Proposed Revenue Budget (6.6%) General Fund (in millions) "Where the Money Comes From"
- Total Annual Proposed Expenditure Budget (6.6%) General Fund (in millions) "Where the Money Goes"
- Total Actual Expenditures compared to Adopted or Proposed Budget
- General Fund 5-Year Ongoing Forecast and Fund Balance Projection
- Revenue and Expenditure Assumptions
- 5-Year General Fund Ongoing Forecast Revenues vs Expenditures
- Proposed 5-Year One-Time General Fund Balance Projection

COUNCILMEMBER ORLANDO said the budget outlook appears much more positive than it did two years ago. He acknowledged the city's efforts in cost avoidance and increasing revenue streams. He then asked for clarification on the $379 million difference.

MS. LANG said that the city reviews revenues annually to determine if they are ongoing or one-time. She explained that temporary increases, such as those from contractors during large projects, are classified as one-time due to their short-term nature.

COUNCILMEMBER ORLANDO clarified that the discussion indicates a heavier reliance on one-time dollars rather than ongoing revenue.

MS. LANG said that it separates the portion of total revenue expected to be unavailable in the future.

MATT DUNBAR, Budget and Policy Director, said the $344 million represents the ongoing portion, while the $379 million is the total revenue, with the difference being the non-recurring portion.

COUNCILMEMBER ORLANDO stated that the delta is the one-time portion.

MS. LANG confirmed it was the one-time portion.

MAYOR HARTKE said that the estimate is roughly 18% of one-time dollars annually over the general fund to balance the budget.

MS. LANG said that this is correct. In the proposed budget, one-time dollars make up 18%, but as the budget progresses over the years, the percentage of ongoing dollars will likely increase to around 93%, with the remaining portion being one-time dollars.

COUNCILMEMBER HARRIS asked about the status of sales tax distribution from the state. He inquired whether the city is receiving the full amount owed or if there is a delay in delivering the shared sales tax dollars.

MS. LANG said the city has a strong partnership with the state on state-shared sales tax. While the state projects strong revenues, the city estimates slightly lower amounts to budget cautiously based on local conditions. Despite the conservative approach, the outlook remains strong.

COUNCILMEMBER HARRIS said that while the budget is fiscally prudent, there is potential for additional revenue generation. However, to remain cautious, the city is estimating slightly below the state's projections for sales tax revenue. This approach ensures that the city stays financially strong in case the state overestimates the revenue, allowing for a safer financial position.

**4. Departments Operating and Capital Budget Presentations**

MR. DUNBAR continued the presentation.

- Enterprise Funds Analysis
- Proposed 5-Year Enterprise Funds Fund Balance Projection & Revenue Requirement
- Major Revenue Requirement Drivers Aging infrastructure & Operating Cost Increases
- Cost of Service (COS) Analysis
- Cost of Service Benefits
- FY 2025-26 Utility Rate Adjustment Implementation Methodology
- Average Residential Cost Comparison for Water, Wastewater and Solid Waste
- Chandler Utility Bill Example: Residential

MAYOR HARTKE said that while Gilbert has posted a significant increase and Scottsdale is making minimal changes, most other cities have not yet adjusted their rates. He added that if this comparison were shown again in two months, Chandler's projected rates would still be well below those of other cities, as many have yet to include their updated rates.

MR. DUNBAR said that known increases in other cities have been included in the comparison, but additional changes are still expected. Even with those updates, Chandler's rates will remain well below the average for valley cities.

COUNCILMEMBER ORLANDO asked if the city plans to conduct a cost-of-service study next year.

MR. DUNBAR said that a cost-of-service study is not planned for next year but for the year after. Next year will be the final year of the current cost-of-service alignment.

COUNCILMEMBER ORLANDO asked how long the cost-of-service study will take.

MR. DUNBAR said the cost-of-service study typically takes eight to twelve months. The last one took longer due to delays caused by COVID, but the following study is expected to stay within the usual timeframe.

COUNCILMEMBER ORLANDO suggested discussing the possibility of moving up the next cost of service study due to current inflation and the potential for a recession. He noted that economic shifts are ongoing, so it may be worth revisiting the timing of the study in July or August.

MR. DUNBAR continued the presentation.

- Chandler Utility Bill Example: Multi-Family
- Chandler Utility Bill Example: Non-Residential

COUNCILMEMBER POSTON said multifamily properties operate like businesses, and rate increases are typically passed on to residents. She referenced a 150-unit example showing a $9 per unit increase and asked if that's generally consistent with the typical increase for single-family homes.

MR. DUNBAR said the increase is generally in line with single-family rates, but multifamily properties have some additional cost adjustments, making their increase slightly higher.

COUNCILMEMBER POSTON asked what kinds of impacts are affecting multifamily properties.

MR. DUNBAR said the cost-of-service study found that multifamily properties have historically paid less than COS and with higher infrastructure needs, especially for landscaping, so they were assigned slightly higher costs.

MR. DUNBAR continued the presentation.

- Average Annual Residential Cost Comparison for Direct Services

MAYOR HARTKE said he appreciated the slide showing that although the cost of providing water is rising, Chandler still offers the lowest service cost compared to other cities. He noted this demonstrates the city's awareness of residents' concerns while continuing to deliver value.

MR. DUNBAR said that while costs are rising, it's important to keep enterprise funds strong to ensure quality infrastructure and utilities for future residents. He emphasized that Chandler is doing this while remaining affordable for current users.

MR. DUNBAR continued the presentation.

- Impact of Tax Rate on Median Value Homeowner
- Tax Rate Option: Impact of Tax Rate Reduction on Median Value Homeowner

MR. DUNBAR asked for direction on whether Council would like to include a property tax reduction in the proposed budget or keep the budget as is, with the flat property tax rate. He mentioned they would bring the proposed budget to Council in a couple of weeks.

MAYOR HARTKE said that when Council first discussed this, there were varied opinions, but many members wanted to wait until they had a clearer view of the entire situation. He then asked the Council how they would like to proceed.

COUNCILMEMBER POSTON expressed support for the plan and expressed gratitude to the staff for their efforts. She acknowledged that she and other councilmembers had asked for ways to mitigate the economic impact on residents and appreciated the staff's creativity in finding solutions. She stated that she was in favor of the plan.

MAYOR HARTKE asked if other councilmembers were in favor.

COUNCILMEMBER ORLANDO confirmed he was in favor.

VICE MAYOR ELLIS thanked City Manager for the thoughtful budget work, noting the small increase wouldn't significantly impact residents and expressing her support for the well-reviewed plan.

COUNCILMEMBER ENCINAS agreed with the Vice Mayor's statement and expressed his support for the plan.

COUNCILMEMBER HAWKINS expressed her support for the plan, acknowledging the work put in by staff.

MR. DUNBAR said he will move forward with making some adjustments to the budget to reduce the property tax rate for our residents.

MAYOR HARTKE said lowering the property tax for the 10th year is a big step. He thanked the staff for their hard work in making it happen while considering residents' needs.

MR. DUNBAR continued the presentation.

- Breakdown of $1 of Typical Chandler Property Tax Bill
- 2026-2035 Proposed Capital Improvement Program (CIP)
- Capital & Debt Management
- 2026-2035 CIP Process
- History of 10-Year CIP (in millions)
- 2026-2035 CIP Highlights
- Summary of Proposed Key General Government Capital Projects in the 1st 5-Years
- General Voter Bond Authorization
- Proposed FY 2025-26 CIP Appropriation (all funds)
- Department Operating and CIP Presentations

**Cultural Development**

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

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

COUNCILMEMBER ORLANDO asked for an explanation regarding the Ostrich Festival and the associated amount of $604,604.

MS. MOYERS said the city partners with the Ostrich Festival each year. She explained that the festival has expanded from one weekend to two. The city provides funding for police, fire, and other services during the first weekend, while the second weekend is covered by the Ostrich Festival, which is responsible for those costs.

COUNCILMEMBER ORLANDO asked if that is what was meant by the offset cost.

MS. MOYERS said yes.

COUNCILMEMBER ORLANDO asked if the amount was an estimate.

MS. MOYERS said the amount is a high estimate because it's part of the budgeting process. She said they always round up, but if there's an opportunity to lower the cost, they would. The estimate is based on last year's costs with small increases for staffing.

MS. MOYERS continued the presentation.

- 2026-2035 CIP – Cultural Development

MAYOR HARTKE said he would need more information on the last point. He noted that the idea was to address neighbors' concerns about people parking in front of their homes, like near the Maple House. However, he's not convinced that having people park two blocks away is any better than walking directly to the parking garage. He said he plans to keep an eye on this issue and wanted to share his concerns early on.

COUNCILMEMBER ORLANDO said he would like to discuss the issue further. He also inquired about the frequency of overnight parking and whether the parking in question is limited to specific events.

MS. MOYERS said the parking issues are mainly due to people coming and going from the area. At the Maple House, cars are often parked while people walk several blocks to get there. She added that it's not so much overnight parking, but rather short-term use, with people staying for an hour or two.

COUNCILMEMBER ORLANDO said he'd like to see a report on parking, as he noticed cars there late at night. He said some may be avoiding parking fees at nearby apartments and agreed that it should be looked into. He then inquired about the first CIP slide, seeking confirmation on whether the funding for the Center for the Arts is the city's share and whether the school is covering the other half.

MS. MOYERS said that this is correct; it amounts to $200,000 every other year, and typically, Chandler Unified School District pays 50% of those costs.

COUNCILMEMBER ORLANDO inquired if the redevelopment involves an additional $600,000, in addition to other funds allocated for that purpose. This amount is supplementary to the Downtown Chandler Community Partnership (DCCP) that was previously paid in that area.

MS. MOYERS said that was correct. She explained that the DCCP funding comes from the city's operating budget. The $600,000 set aside each year covers things like cleaning contracts, sidewalk repairs, work on colonnades, and uplighting added this year.

COUNCILMEMBER ORLANDO said they could discuss the DCCP later. He mentioned that in the past, some of the funds have helped cover things the downtown DCCP didn't have to pay for. But things like cleaning the park or replacing trees in other areas are the downtown program's responsibility.

MS. MOYERS agreed and said that in some areas, the enhanced municipal services go beyond the city's services. She explained that it's a higher level of service decided by the city.

COUNCILMEMBER ORLANDO said he understood and added that his point was that the city's investment is more than $150,000.

COUNCILMEMBER ENCINAS asked if there had been any outreach to the neighborhoods or feedback from residents regarding the downtown parking situation.

MS. MOYERS said they have done some outreach and plan to do more to address the issue of more cars on the streets.

COUNCILMEMBER ENCINAS asked how the outreach was conducted, through a public meeting or another method.

MS. MOYERS said it was not a public meeting, but rather informal conversations with nearby residents.

COUNCILMEMBER ENCINAS asked for clarification on the decision packages, confirming that the funding for the July 4th American Bash is additional money to enhance the event.

MS. MOYERS confirmed that it was correct, explaining the additional $20,000 would extend the pyrotechnic show from about 5 minutes to 15 minutes.

COUNCILMEMBER ENCINAS said he wanted to clarify because he had asked for a larger production. He noted that residents are used to the big show at Tumbleweed Park, which can no longer be held there. He said the goal is to bring the community together for the 4th of July and hopefully reduce the use of personal fireworks at home.

MAYOR HARTKE suggested exploring resident-only parking near the lots. He wanted to know how full the two lots are and consider adding signs for commercial parking. His aim is to reduce frustration from people parking in front of homes, but he isn't sure the current solution would solve the issue. He asked for other ideas to protect neighbors and encourage parking in the lots instead of nearby.

VICE MAYOR ELLIS asked about the apartments across from Maple House, noting that a "No Parking" sign had been placed in front of them, and mentioned that they were working on removing that restriction.

MS. MOYERS said the restriction was removed.

COUNCILMEMBER HARRIS questioned paid parking on private lots and city-backed valet services, urging better access for seniors and clearer signage to promote free parking.

MS. MOYERS said parking is a priority and noted a drop-off area was added on Boston Street. She said they're exploring creative ways to ease parking issues.

COUNCILMEMBER ORLANDO thanked staff for their work on Tumbleweed Ranch and inquired whether additional phases were planned to follow the $4 million investment.

MS. MOYERS said these are the first two phases and emphasized the importance of planting trees early so they can mature ahead of future phases.

COUNCILMEMBER ORLANDO emphasized the importance of early planning for marketing the area, noting the significant investment being made, and urged the team to collaborate and develop a solid marketing strategy.

MS. MOYERS agreed.

**Police**

BRYAN CHAPMAN, Police Chief, presented the following presentation.

- Top 5 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources

MELISSA DEANDA, Assistant Police Chief, continued the following presentation.

- Decision Packages

MAYOR HARTKE emphasized avoiding IT redundancy and asked how the Police Department coordinates with the IT Department to ensure efficient, unified efforts.

ASSISTANT CHIEF DEANDA said they work closely with IT and the new position would provide the necessary backup to avoid delays when key staff are unavailable.

COUNCILMEMBER ORLANDO commended the real-time crime scene center's success, supporting the additional funding, but asked if the IT analyst position was new or a transfer, similar to the two officers.

ASSISTANT CHIEF DEANDA stated that this will be a newly created position.

COUNCILMEMBER ORLANDO asked whether one-time funding was used or if previous one-time dollars filled in for someone off work, or if operations were just let go.

ASSISTANT CHIEF DEANDA said they currently have one network individual and are requesting a second person to assist.

COUNCILMEMBER ORLANDO asked if the absence of the original person left them without support.

ASSISTANT CHIEF DEANDA said that is correct.

COUNCILMEMBER ORLANDO confirmed it's a net new position being requested for redundancy.

ASSISTANT CHIEF DEANDA said that is correct.

COUNCILMEMBER HARRIS asked how the two new FTEs differ from existing HR roles and why they're needed long-term once vacancies are filled.

ASSISTANT CHIEF DEANDA stated that the department has four temporary background investigators and is requesting to hire two full-time. She noted they work closely with HR but handle more in-depth recruitment and background checks specific to police hiring.

COUNCILMEMBER HARRIS said that once the current vacancies are filled, the two additional positions will still serve an important purpose. He emphasized that these roles would continue to address ongoing needs and responsibilities, helping to fill any remaining gaps and support the department even after the new hires are fully onboarded.

ASSISTANT CHIEF DEANDA sought clarification, asking if Councilmember Harris was suggesting that, once the two new positions are filled, those individuals would be expected to help support the existing vacancies within the department.

COUNCILMEMBER HARRIS clarified that the two new positions are not just to support current vacancies. Even after filling the 13 sworn and 30 unsworn roles, these positions should have ongoing responsibilities. He emphasized the importance of making these roles permanent to avoid them being seen as temporary solutions that end once initial needs are met.

ASSISTANT CHIEF DEANDA stated that the new full-time hires will have ongoing work, as the department faces 13 sworn vacancies, 30 civilian vacancies, and 18 over-hire positions. Recruitment efforts are set to increase due to upcoming retirements.

COUNCILMEMBER HARRIS questioned if the two new hires will address ongoing staffing needs, beyond the initial 43 positions, due to retirements and the DROP program.

ASSISTANT CHIEF DEANDA said correct.

COUNCILMEMBER POSTON asked for clarification on whether the 13 sworn officers included the over hire positions.

ASSISTANT CHIEF DEANDA explained that the 13 sworn officers do not include the over hires. Once those positions are filled, they will begin hiring for the 18 over hire positions.

COUNCILMEMBER POSTON acknowledged progress in addressing staffing gaps and asked if the department anticipates being fully staffed within the next year, considering ongoing retirements.

ASSISTANT CHIEF DEANDA said there has been significant interest in the department, especially from lateral officers, with many applicants looking to join Chandler PD. She expressed optimism that by the end of the year, they will reach their over hire goals.

COUNCILMEMBER POSTON commended the recruitment progress and asked if the two permanent background screener positions would create a disparity, confirming that two temporary positions would remain in place.

ASSISTANT CHIEF DEANDA said that two temporary background investigators will be converted to full-time, and two dispatcher positions will be reclassified, making all four positions full-time.

COUNCILMEMBER POSTON noted the potential difficulties of mixing temporary and full-time roles and asked if the dispatch would be addressed by someone else.

ASSISTANT CHIEF DEANDA responded that she could answer the question.

COUNCILMEMBER POSTON asked about the status of dispatch position recruitment, noting its importance. She wanted to know if those roles are included in the 30 civilian positions being considered.

ASSISTANT CHIEF DEANDA said most of the 30 civilian vacancies are in dispatch, with 12 openings. Recent pay increases and recruitment efforts aim to boost applications and fill these critical roles.

COUNCILMEMBER POSTON commented she was glad to hear about the recruitment efforts for dispatchers.

CHRIS PEREZ, Assistant Police Chief, continued the following presentation.

- Decision Packages

JASON SIECZKOWSKI, Assistant Police Chief, continued the following presentation.

- Decision Packages

VICE MAYOR ELLIS asked for examples of how the recent program successfully intervened in situations that led to positive outcomes for students or the school.

ASSISTANT CHIEF SIECZKOWSKI said that while there's no specific example of a direct intervention, feedback from students and schools has been very positive, with increased engagement and student involvement on key issues.

VICE MAYOR ELLIS asked if the program's impact could be measured, like tracking changes in crime or student behavior after placing an officer in a school, with school involvement for accuracy.

ASSISTANT CHIEF SIECZKOWSKI said they could explore using a QR code for anonymous student feedback and would direct the idea through the proper channels.

COUNCILMEMBER ORLANDO asked if the program was for 5th and 6th graders, as he had heard from parents regarding 6th graders.

ASSISTANT CHIEF SIECZKOWSKI said yes.

COUNCILMEMBER ORLANDO said parents praised the program for addressing bullying, social media, and helping kids cope. He confirmed they are looking to hire a third member this year.

ASSISTANT CHIEF SIECZKOWSKI said that funding is available for three staff members. While the program currently has two, plans include a parent education class, a follow-up class for students, and potential expansion into junior high schools to support student resilience.

COUNCILMEMBER ORLANDO said he believes the program will continue, noting he has received calls from Kyrene School District and Mesa officials. He suggested refining the program with local schools before moving on to the next step.

ASSISTANT CHIEF SIECZKOWSKI agreed and thanked Council for their support of this program.

COUNCILMEMBER ENCINAS asked for clarification on the pilot program, requesting more details on the school engagement, such as whether it involves assemblies or one-on-one interactions with retired officers.

ASSISTANT CHIEF SIECZKOWSKI explained that the program, designed for sixth-grade students in CUSD, focuses on one-on-one classroom engagement. It covers topics like leadership, respect, substance abuse, and cyberbullying in a four-week curriculum. While assemblies are possible, the program is more focused on intimate settings for open discussions.

COUNCILMEMBER HARRIS emphasized the need for a stronger focus on traffic safety in school zones, including enforcement and educating school staff on traffic flow. He asked if this could be added to the current program.

ASSISTANT CHIEF SIECZKOWSKI said traffic education may not suit the current program due to student age, but noted strong partnerships with traffic engineering and ongoing school outreach. He added that traffic safety could be included if the program expands to older students.

MAYOR HARTKE said the program brings a smile to his face and noted that former Councilmember Roe, who was passionate about it, would be proud of the progress. He thanked everyone involved.

ASSISTANT CHIEF SIECZKOWSKI thanked Council for their support.

COUNCILMEMBER POSTON requested more details on the aggressive driving in South Chandler, inquiring whether it's related to speeding or road design, and referencing earlier comments about mitigation efforts.

ASSISTANT CHIEF SIECZKOWSKI explained that aggressive driving is more prevalent on wider, less congested roads, which often lead to higher speeds. The issue is addressed through targeted enforcement, public outreach, and partnerships with regional agencies.

COUNCILMEMBER ENCINAS asked if the Police Department's mental health services had expanded since his last visit.

ASSISTANT CHIEF SIECZKOWSKI stated that they are requesting $100,000 to support employee wellness through programs such as cold plunges, healthy meals, yoga, and trauma recovery training.

VICE MAYOR ELLIS inquired about the accessibility of embedded mental health workers within the Police Department, specifically whether officers are utilizing the on-site services and if there has been an increase in visits.

ASSISTANT CHIEF SIECZKOWSKI said the embedded clinician program has been well received, with officers using it regularly and appreciating the privacy it offers.

VICE MAYOR ELLIS shared that constituents are impressed by Chandler's mental health efforts and thanked the department for making services accessible to its staff.

COUNCILMEMBER POSTON asked if there has been an overall increase in the use of mental health resources and whether officers are actively using them. She also inquired about efforts to encourage participation.

ASSISTANT CHIEF SIECZKOWSKI said it's challenging to track an overall increase, but programs like cold plunge therapy and the new embedded clinician are being utilized effectively. He emphasized that leadership encourages officers to use available resources, such as free meditation and breathing exercise apps, and promotes these tools during briefings.

COUNCILMEMBER POSTON thanked the department for utilizing leadership to promote and encourage mental health resources, noting that officers look to their leaders for support. She appreciated the efforts to promote the program.

MELISSA DEANDA, Assistant Police Chief, continued the following presentation.

- Decision Packages
- 2026-2035 CIP – Police

**Information Technology**

SANDIP DHOLAKIA, Chief Information Officer, presented the following presentation.

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2026-2035 CIP – Information Technology

COUNCILMEMBER HARRIS asked how the new adjustments and budget items help the team stay ahead of security challenges, noting that the city is already safe and focusing on continuous improvement.

MR. DHOLAKIA said that cybersecurity is constantly evolving. He shared that the city has built a vulnerability management program and policies to stay ahead of threats.

COUNCILMEMBER HARRIS thanked the team for their work, emphasizing the importance of cybersecurity alongside physical crime, and commended their ongoing efforts.

**Communications & Public Affairs**

MATT BURDICK, Communications & Public Affairs Director, presented the following presentation.

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

COUNCILMEMBER POSTON asked if CityScope has always been a one-time expense or if the current request is additional due to a specific reason.

MR. BURDICK said that CityScope is funded as a one-time expense because the city is preparing to switch utility bill vendors and hopes more people will move to electronic billing, reducing the need for printed newsletters.

**Neighborhood Resources**

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

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources

RIANN BALCH, Community Resources Senior Manager, continued the following presentation.

- Decision Packages

MAYOR HARTKE thanked the city for supporting the heat relief program, noting it’s the only overnight site in the east valley and one of two in the valley. He said it's especially important for those in danger from extreme heat at night.

MS. BALCH expressed appreciation for the support in launching the program.

COUNCILMEMBER ENCINAS asked whether the part-time code inspector for illegal dumping is an existing temporary position or a new one being added.

MS. POWELL said the program is still a pilot and already has a temporary staff member. They plan to keep the position for another year to study the need before possibly making it permanent.

COUNCILMEMBER ENCINAS asked how the duties of this specific position differ from those of regular code enforcers.

MS. POWELL said this position focuses on illegal dumping, especially in alleys, and works with the alley technician. It helps speed up response times, coordinates with the hauling contractor, and supports encampment cleanups with other city teams.

COUNCILMEMBER ENCINAS asked if code enforcers inspect alleyways or if that's not a priority for them.

MS. POWELL said that the alley program is proactive, with a technician inspecting alleys multiple times a year and sending notices to residents. Before this, inspections were reactive. The illegal dumping program also focuses on being proactive to prevent more dumping by addressing issues quickly.

COUNCILMEMBER ENCINAS thanked them for the clarification and requested, when convenient, some statistics on illegal dumping hotspots in the alleys to better understand the issue, noting that alleys are very important to residents. He then shifted to the Envision program, praising the work done in the Galveston neighborhood and mentioning the move to the Hartford area near the school. He asked if the $30,000 allocated for the program in that area would be sufficient.

MS. POWELL explained that the $30,000 covers the entire Envision program, but the needs for Hartford depend on how much they want to do. Placemaking, like in Galveston, could be an option, but building relationships with neighborhoods takes time. This is why the funding was split into two packages.

COUNCILMEMBER ENCINAS asked if the TNR program funding would be enough, also inquiring about the results of the pilot program.

MS. POWELL said the TNR program started with a $20,000 contract, and $10,000 remains. They will meet with the agency soon to assess progress, as $5,000 has been spent, but the April billing is still pending.

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

- Decision Packages (Other Funds)

**Fire**
TOM DWIGGINS, Fire Chief, presented the following presentation.
- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2026-2035 CIP – Fire

**Law**
KELLY SCHWAB, City Attorney, presented the following presentation.
- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

COUNCILMEMBER HARRIS inquired about the litigators and the city's financial expenditures related to them.

**City Clerk**
DANA DELONG, City Clerk, presented the following presentation.
- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

**City Manager**
STEVEN TURNER, Sustainability and Performance Officer, presented the following presentation.
- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- 2026-2035 CIP-City Manager
- Decision Packages

Council recessed at 11:40 a.m.
Council reconvened at 12:30 p.m. with all members present.

**City Magistrate**
ALICIA SKUPIN, Presiding City Magistrate, presented the following presentation.
- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources

- Decision Packages
- 2026-2035 – City Magistrate

MAYOR HARTKE asked if the step was part of the two-year contract, specifically related to the cost-of-living adjustment (COLA) for the presiding judge.

MS. SKUPIN asked the Mayor to clarify his question.

MAYOR HARTKE requested to revisit a few slides and confirmed that he understood the response to his earlier question.

**Diversity, Equity and Inclusion**
NIKI TAPIA, Diversity Equity and Inclusion Officer, presented the following presentation.

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

**Human Resources**
RAE LYNN NIELSEN, Human Relations Director, presented the following presentation.

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

COUNCILMEMBER ORLANDO commended the HR Department, noting that some returning employees have stated they chose to return to the city for its positive culture. He thanked her department for supporting that environment.

**Economic Development**
MICAH MIRANDA, Economic Development Director, presented the following presentation.

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2026-2035 CIP-Economic Development

COUNCILMEMBER ORLANDO asked where the funding for the next phase of the Strategic Economic Vision would come from and whether it was already included in the budget.

MR. MIRANDA said they received grant funding for the project, which was one of the two items he had mentioned earlier. He added that the contract would be brought to the Council in June.

**Building and Facilities**

MIKE HOLLINGSWORTH, Facilities & Fleet Manager, presented the following presentation.

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2026-2035 CIP General Government – Building & Facilities

**Fleet Services**

MIKE HOLLINGSWORTH, Facilities & Fleet Manager, presented the following presentation.

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources

**Airport**

MAYOR HARTKE recognized that Ryan Reeves, Airport Manager, had been named the 2025 Airport Executive of the Year and received the President's Award from the Arizona Airports Association.

RYAN REEVES, Airport Manager, presented the following presentation.

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2026-2035 CIP – Airport

COUNCILMEMBER ORLANDO asked about the armory pavement, seeking clarification on its purpose.

MR. REEVES said the pavement near the armory and main entrance road will be a two-year, grant-funded project. He explained it had to be split over two years due to the size of the area and state and federal funding limitations.

COUNCILMEMBER ORLANDO requested clarification, noting that the area had not previously been used as an apron but was now being used for parking. He confirmed that it needs to be repaved.

MR. REEVES said the area is currently in active use with many parking spaces and aircraft. He explained that the project is meant to rehabilitate the ramp to keep it functional, as it is one of the busiest at the airport.

COUNCILMEMBER ORLANDO asked whether the armory is still there.

MR. REEVES said yes, it is.

COUNCILMEMBER POSTON requested to proceed to the next slide and inquired whether the photo on the bottom right was current and depicted the area that would be repaired.

MR. REEVES said yes, that is.

COUNCILMEMBER POSTON requested that a better picture be provided.

MR. REEVES stated that a better picture will be provided.

**Transportation Policy**

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

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2026-2035 CIP General Government – Transportation Policy

COUNCILMEMBER ORLANDO asked how many of the bike lanes were being considered for the $30,000 allocation.

MR. PETERS said he didn't know the exact mileage but noted it's an annual review. They're focusing on simple improvements, such as green paint, with a future study to identify streets for protective barriers between vehicle and bicycle traffic.

COUNCILMEMBER ORLANDO asked for clarification, stating that he had missed that some of the money was allocated for a study.

MR. PETERS said the study was conducted a few years ago, but additional design work is needed to ensure the proposed concepts can be implemented on the road.

COUNCILMEMBER ORLANDO noted that the bike committee has met with staff a few times and encouraged continued collaboration to improve safety.

COUNCILMEMBER HARRIS thanked the team for their award-winning work on transportation, saying it has been an honor to work with them and encouraged them to continue their efforts, emphasizing the importance of their work.

MR. PETERS thanked Councilmember Harris for his leadership as Chair of Valley Metro. He acknowledged the current transition from Prop 400 to Prop 479 funding and said his work is helpful during this time.

**Management Services**

MR. DUNBAR presented the following presentation.

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Financial Highlights Non-Departmental
- Decision Packages

**Development Services**

JAYA VELAGAPUDI, Digital Delivery Service Administrator, presented the following presentation.

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2026-2035 CIP – Development Services

DANA ALVIDREZ, City Transportation Engineer, presented the following presentation.

- Decision Packages

DENNIS AUST, Telecommunications & Utility Franchise Manager, presented the following presentation.

- Decision Packages
- 2026-2035 CIP – Development Services

MAYOR HARTKE asked about the fiber program, noting its importance and progress. He inquired how much of the city is currently covered and what the timeline is for its completion.

MR. AUST said that several providers are working across the city, sometimes in the same areas. While timelines vary, most aim to finish within five years, though full completion could take up to ten years.

MAYOR HARTKE said that while most work is done correctly, the city still gets calls about traffic disruptions and incomplete projects. He suggested improving communication to address concerns before complaints arise and to be more customer-focused.

MR. AUST said other cities have hired public relations consultants to help with communication, which could be useful here, too. He is updating the city's website to provide residents with better access to information. He noted that some people feel they aren't adequately informed about projects. Although door hangers are distributed, many people mistake them for advertisements and discard them. The city is currently working to enhance the appearance of these notices, so they are clearer and more effective.

MAYOR HARTKE said his second concern is the poor quality of road repairs after cable work. He noted that while companies fix problems when asked, the work should be better from the start. He asked if there's a way to improve the quality of road restoration.

MR. AUST said that residents often expect quick repairs. They see crews trenching and patching streets temporarily, but the permanent fix takes a few weeks. This delay causes frustration. He suggested finding ways to speed up the process. While complaints are common during the wait, once the permanent restoration is done, it meets city standards, and the complaints usually stop. The main issue is the gap before the final restoration.

MAYOR HARTKE said that this information was helpful, as he wasn't aware of it either, and it would allow them to be better messengers.

**Community Services**

JOHN SEFTON, Community Services Director, presented the following presentation.

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages

COUNCILMEMBER POSTON asked about the mobile library's summer schedule, asking if a schedule was available and if it could be requested.

MR. SEFTON said library staff are working on ways to get the mobile library involved in the community. With many city events, the library will be busy. They're using data to target neighborhoods and activities where it's needed most. The team is excited and ready to make the mobile library flexible and respond to community requests.

COUNCILMEMBER POSTON asked if the mobile library would also visit nonprofit organizations that serve children, in addition to the events.

MR. SEFTON said the mobile library could visit places like assisted living facilities and other community locations. He saw it as a great resource, similar to the old bookmobile but now more high-tech.

COUNCILMEMBER POSTON said it made her feel a little nostalgic, and she loved it.

MAYOR HARTKE suggested hosting game nights in neighborhoods across the city, with different areas taking turns. He also proposed involving police or fire services, especially in neighborhoods with less exposure.

MR. SEFTON encouraged additional ideas and suggestions for the mobile library.

MICKEY OHLAND, Community Services Planning Manager, presented the following presentation.

- 2026-2035 CIP – Community Services

COUNCILMEMBER HARRIS shared concerns about drainage at Foley Park. He said that after it rains, water builds up and doesn't drain well, making it feel like a splash pad. Even hours later, there was still standing water. He asked that this be fixed during the park upgrades. He also mentioned that the trash cans often fall over when it's windy. He suggested finding a better, more secure way to place them, possibly with built-in fixtures as part of the improvements.

MR. OHLAND said they are open to all suggestions. He added that drainage issues don't have to wait for a full park upgrade and that they have funding to start fixing them now.

COUNCILMEMBER ORLANDO inquired about the status of Tumbleweed Park.

MR. OHLAND said several things are happening at Tumbleweed Park, mainly half-street improvements along Ryan Road. This includes work near the park's southern boundary, with coordination underway with the county for a small section west of McQueen. The rest of the project, from McQueen to the railroad tracks, is already funded, and they hope to start work in the spring.

COUNCILMEMBER ORLANDO stated that the project would enhance traffic circulation.

MR. OHLAND said yes.

COUNCILMEMBER ORLANDO stated that more high schools are using artificial turf and inquired whether the city is considering it again. He heard from an athletic director that the turf does well in the summer with watering. He also asked if the Chandler Unified School District has given any feedback on their fields.

MR. OHLAND said they are looking into artificial turf. Initially, the cost was too high, especially at Snedigar. At Mesquite Groves, they may consider it for multi-use fields. They've found that cooling synthetic turf with reclaimed water is not recommended, and it uses nearly as much water as regular turf to cool. Now, they are focusing on both cost and water efficiency and will continue exploring the option.

COUNCILMEMBER ORLANDO said that some soccer fields become dust bowls, creating a choice between letting the grass regrow, which could disrupt sports, or dealing with the dust, which may pose a health risk. He suggested reviewing the situation over the next year to find a way to keep sports going while improving the fields.

MR. OHLAND said the fields are heavily used, making it difficult to maintain them. In summer, the grass is too hot to play on, and when it's played on, it wears out. He added that they're still looking into synthetic fields as a solution.

COUNCILMEMBER ORLANDO stated that it was a challenge.

MR. SEFTON said that they've received RFQs from consultants to initiate the libraries and recreation master plan. The plan will include meetings with user groups to gather feedback on usage and needs. It will also examine how school districts utilize their facilities and the associated costs. He stressed that the process would involve public input.

**Public Works & Utilities**

JOHN KNUDSON, Public Works & Utilities Director, presented the following presentation.

- Top 5 FY 2024-25 Accomplishments
- Financial Highlights: Operating Proposed Budget
- Financial Highlights: Operating Funding Sources
- Decision Packages
- 2026-2035 CIP – Streets

JEREMY ABBOTT, Assistant Public Works & Utilities Director, presented the following presentation.

- Decision Packages
- 2026-2035 CIP – Wastewater

COUNCILMEMBER ORLANDO asked how the truck conversions were going, especially the older ones that were leaking recyclables. He wanted to know if all the trucks have been converted yet.

MR. ABBOTT said he believes most of the trucks have been converted. He offered to follow up with the full schedule.

COUNCILMEMBER ORLANDO suggested double-checking to see if there are still any concerns, such as glass being left in the street.

MR. ABBOTT said he will follow up with the requested information.

MR. ABBOTT continued the presentation.

- 2026-2035 CIP – Water

COUNCILMEMBER ORLANDO asked about the length of the project, wanting to know if the timeline was only two years.

MR. ABBOTT said the project is in the design phase and will take approximately two and a half years. He mentioned that $45 million is planned for the second year. Over the next year, the team will finalize the design and begin ordering key equipment to start construction the following year.

MAYOR HARTKE asked how much longer the Lone Butte facility can be used. He mentioned it had been extended several times and wanted to know if it was still a good option.

MR. ABBOTT said the contract ends in 2027, so there are a few years left. He said the tribe is working on building its wastewater facility, but it will take time. He expects the contract will likely be extended, allowing the city to continue its assistance until the new facility is completed.

MAYOR HARTKE stated that it is beneficial for both parties to continue until they are ready to make a different decision.

MR. ABBOTT agreed.

**5. Wrap-up**

COUNCILMEMBER ENCINAS said the 2025–26 budget reflects a strong commitment to residents and responsible spending. He thanked staff and Mayor and Council, and said he looks forward to the year ahead.

COUNCILMEMBER POSTON appreciated the smooth budget process and praised staff for making it easy to understand. She thanked the Council for televising the meeting, highlighting the city's commitment to transparency and the importance of making the budget clear for residents.

VICE MAYOR ELLIS said the meeting showed the strength of teamwork. She thanked staff for being prepared and making the process clear and easy. She called it her most enjoyable budget experience in five years and appreciated the collaboration among councilmembers.

COUNCILMEMBER ORLANDO said the budget process has improved over the years and thanked staff for their work. He assured residents the city is financially strong, praised its fiscal policies, and thanked Councilmember Poston for televising the meeting.

COUNCILMEMBER HARRIS thanked staff for their hard work and focus on residents. He highlighted the importance of fiscal responsibility, transparency, and teamwork, and appreciated the City Manager's efforts to ensure a thorough review.

COUNCILMEMBER HAWKINS appreciated the budget process, praised its focus on residents and fiscal responsibility, and thanked staff for their work. She noted the investments were timely and called Chandler a leader in many areas.

MAYOR HARTKE thanked the Council and staff for their efforts, praised the budget process, and highlighted the importance of long-term, responsible decisions. He credited the city’s strong position to fiscal discipline and emphasized that today's choices will benefit future residents.

MR. WRIGHT thanked the Mayor and Council for their dedication and leadership, noting Chandler’s strong position due to smart, long-term decisions. He praised staff for their commitment and thanked the Council for making tough choices that benefit the city.

## Public Comment

DUANE LIDMAN, 2315 W. Palomino Dr., Chandler, AZ, thanked the City Manager and staff for securing benefits from development with K Hovnanian Homes, including a small park and improvements in his neighborhood. He shared that most residents at a September meeting wanted more improvements and asked for seed funding in the 2025–26 budget to move forward with the final phase of the project.

MAYOR HARTKE asked when the ribbon cutting for this area is scheduled.

MR. WRIGHT answered that the park ribbon cutting is tentatively scheduled for June 7.

## Adjourn

The meeting was adjourned at 2:50 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 26, 2025

## Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 2nd day of May 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2025.

_____

City Clerk

# Meeting Minutes
# City Council Regular Meeting

May 22, 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

*Vice Mayor Ellis attended virtually.

### Appointee Attendance
Joshua Wright, City Manager
Tawn Kao, Acting City Attorney
Dana DeLong, City Clerk

## Invocation
The invocation was given by Rabbi Mendy Deitsch, Chabad of the East Valley.

## Pledge of Allegiance
The Pledge of Allegiance was led by Councilmember Encinas.

## Consent Agenda and Discussion
### City Clerk
1. Approval of Minutes
   Move City Council approve the Council meeting minutes of the Study Session of May 5, 2025 and the Regular Meeting of May 8, 2025.

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

MAYOR HARTKE recognized the board and commission appointees in attendance.

## City Magistrate

3. Agreement No. CC4-961-4762, Amendment Nos. 1, and 2, for Public Defender Services
Move City Council approve Agreement No. CC4-961-4762, Amendment No. 1, with Jared Allen, Law Office of Jared Allen, PLLC; Ursula H. Gordwin, Gordwin Law, PLLC; and Christopher J. Palmisano, The Law Offices of Christopher J. Palmisano, PLC; and Amendment No. 2, with Manny A. Jacobo, Jacobo Law Firm, PLLC, for public defender services, in an amount not to exceed the total of $454,000, for the period of one year, beginning July 1, 2025, through June 30, 2026.

## Community Services

4. Job Order Project Agreement No. LI2401.401 with Caliente Construction, Inc.,
Pursuant to Job Order Master Agreement No. JOC2409.401, for the Hamilton Library Improvements
Move City Council award Job Order Project Agreement No. LI2401.401 to Caliente Construction, Inc., pursuant to Job Order Master Agreement No. JOC2409.401, for the Hamilton Library Improvements, in an amount not to exceed $1,148,917.30, and approve a contingency appropriation transfer from the General Fund Contingency Account to the Library Bond Fund, Library Facilities Improvement Program, in the amount of $175,000 to allow additional bond funds to be used toward the project.

## Economic Development

5. Resolution No. 5907, Approving a Sustainable Water Service Agreement Between Applied Materials, Inc., and City of Chandler, Allocating Tier II Water for a Semiconductor Equipment Manufacturing Facility Located at 2377 South Arizona Avenue
Move City Council pass and adopt Resolution No. 5907, approving a Sustainable Water Service Agreement between Applied Materials, Inc., a Delaware Corporation, and the City of Chandler, allocating Tier II Water for a semiconductor equipment manufacturing facility located at 2377 South Arizona Avenue.

## Fire Department

6. Agreement No. FD4-948-4766, Amendment No. 1, for First Responder Cancer Screenings
Move City Council approve Agreement No. FD4-948-4766, Amendment No. 1, with Vincere Physicians Group, PLLC, dba Vincere Cancer Center, for first responder cancer screenings, in an amount not to exceed $550,000, for the period of one year, beginning July 1, 2025, through June 30, 2026.

## Information Technology

7. Purchase of Information Technology Research Subscription Services

Move City Council approve the purchase of information technology research subscription services, from Gartner, Inc., utilizing the State of Arizona Contract No. CTR053240, in an amount not to exceed $175,000, for the period of one year, beginning July 1, 2025, through June 30, 2026.

8. Purchase of SmartSheet Subscription and Professional Services
Move City Council approve the purchase of a SmartSheet subscription and professional services from Carahsoft Technology Corporation, utilizing the State of Arizona Contract No. CTR046098, in an amount not to exceed $470,106.

## Management Services

9. Resolution No. 5863, Designating the Chief Fiscal Officer for Officially Submitting the Fiscal Year 2026 Expenditure Limitation Report to the Arizona Auditor General
Move City Council pass and adopt Resolution No. 5863, designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2026 Expenditure Limitation Report to the Arizona Auditor General.

10. Agreement No. MS1-926-4312, Amendment No. 4, for Emergency Environmental Response and Remediation Services
Move City Council approve Agreement No. MS1-926-4312, Amendment No. 4, with Emergency Environmental Services, GrayMar Environmental Services, Inc., and Kary Environmental Services, for emergency environmental response and remediation services, in a combined amount not to exceed $150,000, for the period of one year, beginning July 1, 2025, through June 30, 2026.

11. Agreement No. WH3-890-4597, Amendment No. 2, for Waterworks Supplies
Move City Council approve Agreement No. WH3-890-4597, Amendment No. 2, with Core and Main, LP, and Ferguson Enterprises, LLC, for waterworks supplies, in an amount not to exceed $700,000, for the period of June 1, 2025, through May 31, 2026.

## Police Department

12. Resolution No, 5092, Authorizing an Intergovernmental Agreement for the Renewal of and Participation in the Arizona Child Abduction Response Team
Move City Council pass and adopt Resolution No. 5092 authorizing an intergovernmental agreement for the renewal of and participation in the Arizona Child Abduction Response Team (AZCART).

City Clerk Note – Notice of Scrivener's Error for Item 12, Resolution No. 5092
At the Regular City Council meeting on May 22, 2025, Resolution No. 5092 was passed and adopted. There was a typographical error, and the resolution was adopted with the incorrect resolution number, which was annotated as Resolution No. 5092, instead of the correct number of Resolution No. 5902.

### Public Works and Utilities

13. Purchase of Asphalt Products and Services
    Move City Council approve the purchase of asphalt products and services from Weems Asphalt, LLC; Cactus Asphalt, Inc.; Roadrunner Paving & Asphalt Maintenance, LLC; and Sunland Asphalt & Construction, LLC, utilizing 1GPA Agreement No. 22-15P, in a combined amount not to exceed $2,088,000.

14. Settlement Agreement with Price & Queen Creek, LLC, for an Extension of a Temporary Construction Easement (TCE) Required for the Price Road Sewer
    Rehab Project No. WW2302
    Move City Council approve a settlement with Price & Queen Creek, LLC, an Arizona limited liability company, in the amount of Two Hundred Thousand and no/100ths dollars ($200,000), for extension of a TCE required for the Price Road Sewer Rehab Project No. WW2302.

## Consent Agenda Motion and Vote

Councilmember Orlando moved to approve the Consent Agenda of the May 22, 2025, Regular City Council Meeting; Seconded by Councilmember Harris.

Motion carried unanimously (7-0).

## Public Hearing Item 15

15. Public Hearing for Resolution No. 5899 Approving the Fiscal Year 2025-2026 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District
    1. Open Public Hearing
    2. Staff Presentation
    3. Council Discussion
    4. Discussion from the Audience
    5. Close Public Hearing

### Open Public Hearing

MAYOR HARTKE opened the public hearing at 6:07 p.m.

### Staff Presentation

LAUREN KOLL, Downtown Redevelopment Program Manager, presented the following presentation.

- Enhanced Municipal Services District
- Enhanced Municipal Services District (EMSD) Overview
    - Created in 2005 –20th Year
    - Covers 61.4 Acres & Over 1 million square feet of commercial space
    - Formed to provide public services over and above typical public services elsewhere in the City

    - Services are provided by the Downtown Chandler Community Partnership (DCCP) through an annual contract with the City
- EMSD Process & Next Steps
    - Process
        - On March 27th Chandler City Council approved Resolution 5880 authorizing modification of the assessment diagram, making a statement and estimate of expenses for the EMSD, completing the assessment; setting the date for hearing on the assessment; and ordering the giving of notice such hearing
        - 100% of assessment proceeds paid to the District
        - City Council officially enables the District
        - District must be renewed each year
    - Next Steps
        - Tonight also includes the approval of the contract between the City of Chandler and DCCP to administer the EMSD, along with the voluntary contribution of $137,530.

REBECCA HILL, Downtown Chandler Community Partnership Executive Director, continued the presentation.

- Downtown Chandler Community Partnership
- DCCP Mission Statement
    - The Downtown Chandler Community Partnership (DCCP) is a 501(c)6 not-for-profit corporation whose mission is to mobilize leadership and resources to advance the development of Downtown Chandler as a regional destination for shopping, dining, living, culture and the arts.
- 2024 DCCP Board of Directors
- DCCP Team
- 2025-2026 DCCP Services
    - Management
        - Board and Stakeholder Engagement, Strategic Planning, Destination Management, Advocating for downtown businesses and overall improvements. Draft Strategic Plan in progress.
    - Events
        - Farmer's Market, Wedding Walk, Small Business Saturday, Crawls including Sippin' Santas, Brunch Crawl, and hosted partnered events such as Fine Arts & Wine Festival, BBQ Festival and Oktoberfest with our partners at San Tan Brewing. Newly Added: Micro Events including Running Club, Book Club, Coloring & Coffee, Yard Games, Sunset Yoga
    - Marketing
        - Promoting Downtown Chandler via social media, monthly newsletters, event branding and stakeholder notifications. Creating a stay and play campaign, Channel Your Chill to attract both residents and visitors to downtown during the summer months.
    - Placemaking

        - Planting flowers, Placing American Flags for holidays, holiday lights and displays, and rooftop lighting. Providing the overall feel of a welcoming and inviting downtown. Partnering with local businesses and community groups to build community.
    - Clean Team
        - Removes litter, graffiti, stickers, trash cans, and wipe down surfaces.
        - Serves as a downtown ambassador.
- 2025-2026 DCCP Services
    - Volunteer Program – Businesses Directly Benefit
    - Marketing Meeting – Sharing Best Practices
    - Operations Meeting – Sharing Best Practices
    - Retailer Meeting
    - Hotelier Meeting
    - Stakeholder Meetings
    - Board Meetings
- 2025-2026 DCCP Services
    - Marketing Partnerships
        - Visit Phoenix
        - Local First
        - Visit Arizona
        - City Lifestyle Magazine
        - ConsultMent now Elevate
        - Accent West Conference
        - Things.To.Do.Arizona.
        - AZ Fomo
        - Roaming Ruby
        - Phoenix New Times
        - Spring Training Guide
        - Mouth By Southwest
        - Visit Chandler
        - Evolve
- Marketing Wins
    - Things.To.Do.Arizona.
        - 141,411 Views
        - 3,726 Likes
        - 250 Comments
        - 1,811 Shares
        - 1,888 Saves
    - Downtown Chandler added to 35+ Travel Tour Operator Itineraries
    - Prancer's Pajama Party
        - Live TV Segment
    - You're Bacon Me Brunch Crawl
        - 3 LIVE TV Segments 6 businesses represented
- Event Stats
    - 19 Events
    - 300+ Local Vendors (Farmers Market Not Included)
    - 43,000+ Event Attendees
    - $102,136 Income Generated
- Events

    - Summer Sips + Dips Pool Party
    - Oktoberfest
    - Cars & Coffee (free)
    - Art Walk (free)
    - Chevys in the Park (free)
    - Prancer's Pajama Party (free)
    - Tumbleweed Tree Lighting & Parade
    - Sippin' Santas Pub Crawl
    - Wedding Walk
    - Fine Art & Wine Experience
    - BBQ Festival
    - Reunion Truck Show (free)
    - Corvettes in the Park (free)
    - Brunch Crawl
    - South Pacific Islands Festival (free)
    - Thursdays Singles Event
    - Holistic Health Expo (free)
    - Float for a Float (free)
- Event Partnerships
    - Thunderbird Artists
    - Ocotillo Artists
    - Chandler Center for the Arts
    - School
    - Innovation Fair
    - Chandler Parks & Rec
    - Chandler Public Library
    - Chandler Special Events
    - Arizona College Prep
    - Thursdays Singles Meet Ups

    Truck Talk Media
    Legends Festival 2026
    Corvette Club of Arizona Chandler High
    SanTan Brewery
    Perry High School
    Hamilton High School
    Operation Thrive – Non-profit
    Ayuversity
    Legacy Traditional Schools
- Farmers Market
- Lighting Installations
- Improvement Projects
- Improvement Projects
- Questions?

## Council Discussion

COUNCILMEMBER ORLANDO asked when an assessment is made, whether the landlord covers the cost or passes it on to the tenants through the lease.

MS. HILL said that it is up to the landowner to decide who covers the additional expenses. She added that they discuss their plans for the funds and possible assessment increases with stakeholders, and so far, the community has been supportive.

COUNCILMEMBER POSTON thanked the team for their excellent work, particularly in relation to the Farmers' Market and Art Walk. She said she liked the focus on supporting small businesses. Councilmember Poston agreed with Councilmember Orlando that some fees do get passed down and mentioned that small business owners are feeling the impact of the economy. She encouraged continued support for both business owners and property owners.

MS. HILL said they take the feedback seriously and that supporting business owners, along with property owners, is a priority. She acknowledged concerns about the current economy and said they are discussing ways to better support small businesses in the downtown area.

COUNCILMEMBER POSTON agreed and said that what makes downtown special is its many independent business owners. She noted that it can be harder for them during uncertain times and thanked the team for their efforts.

VICE MAYOR ELLIS thanked Mayor Hartke for the opportunity to speak at the DCCP event while he was away. She also thanked the DCCP for having her and congratulated them on 20 years of work downtown. Vice Mayor Ellis said downtown has grown because business owners and the DCCP worked together to make it a special place. She talked with several business owners at the event, and they were very thankful for the support from the city and Council. Vice Mayor Ellis thanked Ms. Hill for the opportunity and expressed her enjoyment of being part of it.

MS. HILL thanked the Mayor, Council, and Vice Mayor. She said everyone was impressed with the Vice Mayor's address and enjoyed having her there. Ms. Hill added that they missed the Mayor and thanked everyone again for their support and appreciation.

MAYOR HARTKE said downtown has become a strong and well-loved place. People feel safe, it is clean, and the community is welcoming. He said it is his favorite place to spend time. Mayor Hartke said he looks forward to making downtown even better, as a world-class place that serves Chandler, the region, and visitors from around the world. He thanked staff for their efforts in maintaining the downtown area.

MS. HILL thanked the Mayor and Council for their comments. She said she appreciated them and would share the feedback with their board and stakeholders.

### Discussion from the Audience
None.

### Close Public Hearing
MAYOR HARTKE closed the public hearing at 6:19 p.m.

# Action Item 16

16. Resolution No. 5899, Approving the Fiscal Year 2025-2026 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District

Move City Council pass and adopt Resolution No. 5899 approving the Fiscal Year 2025-2026 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2025-26 between the City of Chandler and the Downtown Chandler Community Partnership, and authorizing the City's voluntary contribution to the EMSD in the amount of $137,530.

# Action Agenda Item 16 Motion and Vote

Councilmember Orlando moved to pass and adopt Resolution No. 5899 approving the Fiscal Year 2025-2026 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2025-26 between the City of Chandler and the Downtown Chandler Community Partnership, and authorizing the City's voluntary contribution to the EMSD in the amount of $137,530; Seconded by Vice Mayor Ellis.

Motion carried unanimously (7-0).

# Action Agenda Item 17

17. Resolution No. 5905, Adopting the Fiscal Year (FY) 2025-26 Tentative Budget and 2026-2035 Tentative Capital Improvement Program (CIP) and Giving Notice of the Dates and Times for Hearing Taxpayers for Final Adoption of the Budget and for Setting the Tax Levies and Tax Rates

    Move that City Council pass and adopt Resolution No. 5905, adopting the FY 2025-26 Tentative Budget and 2026-2035 Tentative CIP and giving notice of the dates and times for hearing taxpayers for final adoption of the budget and for setting the tax levies and tax rates.

MATT DUNBAR, Budget & Policy Director, presented the following presentation.

- Tentative Budget Adoption
- Statutory Budget Process A.R.S. 42-17101 to 17108
    - Adopt a tentative budget that sets forth the different amounts that will be required to meet the political subdivision’s public expense for the fiscal year
    - Enter into the minutes of the governing body
    - Prepare according to forms supplied by the auditor general
    - Publish on the website for public review
    - Once tentatively adopted, budget cannot increase
    - After tentative adoption, a public hearing shall be had wherein any taxpayer may be heard in favor of or against any proposed expenditure or tax levy (set for June 12, 2025)
    - Hold Special meeting after public hearing to adopt the Budget (set for June 12, 2025)
    - Adopt final tax rate on or before 14 days before taxes are levied, but after the public hearing (set for June 26, 2025)
- FY 2025-26 Proposed Budget “Strength in Numbers”

- Total Budget $1,628,875,875 | Total General Fund: $615,641,303
- Proposed Budget
  - Adheres to financial policies and is structurally balanced
  - Ongoing for ongoing and one-time for one-time
  - Uses Strategic Framework to guide decisions
  - Provides for cost-effective, quality services
  - Maintains long-term financial sustainability
  - Resident engagement through input opportunities
  - Kickoff, Resident Budget Survey & Three Workshops
  - All-day Budget Briefing
  - Tentative and Final Adoption in May/June
- 0.01% decrease overall all Funds
  - $783.2M operating (+4.1%)
  - $845.7M capital (-3.5%)
- 5.5% increase in General Fund
  - $462.9M operating (+5.5%)
  - $152M capital (+9.9%)

- FY2025-26 Budget Drivers (all funds)
  - Revenues
    - Revenues reflect actual economic environment with analysis on sustainable level
    - Increases coming from continued increased local spending (slowing) with decreases from remaining residential rental revenue
    - State Shared revenues updated with latest projections using State and League forecasts
  - Expenditures
    - Funding to convert one-time funded positions to ongoing, maintain service delivery after adjusting for inflation, and ensure social safety net services continue
    - Personnel costs increasing to build the strength of our workforce to meet evolving resident expectations. Reflects ongoing savings from PSPRS employer contribution
    - Capital projects increased for new infrastructure and carry forward of projects underway
  - Grants
    - Federal changes are being monitored in previously identified grants with a continued focus on finding grant opportunities for which the city may qualify.
  - Ongoing Savings with One-time $
    - Maintain funded status of PSPRS to ensure unfunded liability does not grow
- Operating Budget Highlights
  - Maintains city Transaction Privilege Tax (TPT) rates (lowest in Arizona) and reduces primary property tax rate (10$^{th}$ consecutive year)

    - Water, Wastewater, and Solid Waste rate changes are planned in the new Fiscal Year to ensure funds are self-supporting
    - Budget maintains existing service levels in an increasing cost environment
    - Adds funding for labor association commitments and general employee merit/market
    - Maintains Public Safety Personnel Retirement System (PSPRS) full funding status with $25M in one-time funding
    - Maintains strong reserves (includes 15% General Fund contingency reserve and $10M budget stabilization reserve)
- Total Annual Proposed Budget All Funds (in millions)
- Average Annual Residential Cost Comparison for Direct Services
- 2026-2035 CIP Highlights
    - 2026-2035 CIP total is $2,617,730,721
    - ($129M more than the 2025-2034 CIP)
    - Updated to reflect additional utility projects and updates project cost estimates to current values
    - Increased focus on aging infrastructure
    - Includes projects utilizing potential new bond authorization in years 3-10
- Proposed FY 2025-26 CIP Appropriation (all funds)
    - Capital Carryforward $567.7M
    - New Funding and Reserves $278.4M
    - $845.7M Total CIP Appropriation
- Key Budget Dates
- For your consideration: Res. 5905 approves the Tentative Budget | Questions?

COUNCILMEMBER HARRIS thanked Dawn Lang and her team. He said the tax rate decreased for the tenth consecutive year, resulting in savings for the community. Councilmember Harris expressed that he is proud of the team for making a strong budget. The budget work takes many months and will start again in October. He is happy with the budget and thankful for everyone's help.

COUNCILMEMBER ORLANDO asked when the PSPRS payment is due and when it gets adjusted.

MR. DUNBAR said there is no set due date for the additional PSPRS payment. They usually pay at the start of the year but will wait a bit this year. They want to see a new report first. They have planned to pay $25 million more. If they need the full amount, they will pay it after the report is completed. If less is needed, they will pay that smaller amount. The payment will likely happen in November or December.

MAYOR HARTKE asked Mr. Dunbar to go back to the slide comparing Chandler's overall tax bill to other cities. He said that even with planned increases, including changes to water and wastewater

next March, Chandler will stay well under $200,000. This gives businesses time to plan. He also said the slide doesn't include other cities' expected increases, like Gilbert, and asked if that's the case for all of them.

MR. DUNBAR said the data is from July 2024 and doesn't include Chandler's updates yet. He noted that Chandler's utility rates may increase, but other cities have also seen similar rises, including a significant one in Gilbert. He mentioned that Gilbert raised its sales tax from 1.5% to 2%, which will appear in next year's report. He added that despite these changes, Chandler will continue to provide fair rates for its residents.

MAYOR HARTKE said in their situation, rates will not increase unless they choose to raise them. He noted that all other factors have already been accounted for in the current structure. He emphasized that this reflects the community's strong position in long-term planning, which helps maintain affordability for residents.

## Action Agenda Item 17 Motion and Vote

Councilmember Harris moved to pass and adopt Resolution No. 5905, adopting the FY 2025-26 Tentative Budget and 2026-2035 Tentative CIP and giving notice of the dates and times for hearing taxpayers for final adoption of the budget and for setting the tax levies and tax rates; Seconded by Councilmember Poston.

Motion carried unanimously (7-0).

## Action Agenda Item 18

18. Creating Performance Evaluations and Criteria Policy for Direct Hires (City Manager, Clerk, Attorney, Magistrate), as requested by Councilmember Harris

COUNCILMEMBER HARRIS said he brought this forward because accountability and transparency are essential. He emphasized that when merit-based performance raises are given, there needs to be a clear evaluation tool in place for direct hires. Councilmember Harris noted that everyone goes through evaluations, and direct hires should as well. The goal, he said, is to ensure staff can develop a process that clearly defines what direct hires are being evaluated on and how that evaluation ties back to their contracts.

MAYOR HARTKE said that, as he understood it, the proposal would have staff create a plan, which the Council would then vote on. He stressed that the process wouldn't be automatic or arbitrary.

COUNCILMEMBER HARRIS said that is correct.

MAYOR HARTKE asked Tawn Kao, Acting City Attorney, for clarification, noting that in the past, legal advice had indicated that employee evaluations could be considered public documents, not protected by executive privilege. He mentioned that this point had been brought up several times by Kelly Schwab and asked Ms. Kao to clarify his understanding of the matter.

TAWN KAO, Acting City Attorney, said that the record of the evaluation would be considered a public record.

MAYOR HARTKE asked if "the record" referred to would note that the evaluation took place or if it included the actual content of the evaluations.

MS. KAO said that the record would consist of the material of the actual evaluations.

MAYOR HARTKE said there is nothing they could do to make the evaluations private between the Council and staff. If a public records request is made, the evaluations would have to be shared.

MS. KAO said the evaluation record would be a public record, but the Council could discuss an employee's performance in an executive session.

MAYOR HARTKE said he wanted to be sure everyone was on the same page. He explained that he was hearing different terms and wanted to clarify. He asked, for example if, when evaluating City Attorney Schwab, any materials or comments he wanted to keep private would still be accessible through a public records request. He said the language used was confusing, and he wanted to understand clearly.

MS. KAO said that the evaluation would be a public record. However, she explained that if the comments included a summary of privileged attorney-client legal advice from the City Attorney on behalf of the City of Chandler, that information would need to be redacted.

MAYOR HARTKE asked if giving the City Attorney a rating, whether a 12 out of 10 or a 1 out of 10 for a specific merit, would be accessible as a public record.

MS. KAO confirmed that was correct.

VICE MAYOR ELLIS asked about employees who are not direct hires. She wanted to know if their merit evaluations and performance reviews, which the Council conducts, become part of a public record or if they remain private and can only be seen by the employee.

MAYOR HARTKE said what she asked was whether an employee, perhaps one of your own, if given an evaluation, is considered public knowledge, or how that situation compares to the four appointees.

MS. KAO said that evaluations of city employees are public records.

COUNCILMEMBER POSTON said her comment was similar to the Vice Mayor's question. She shared that she has always supported transparency, both during her time on the Council and as a former city employee. In her view, it is standard for city staff records to be public, and executive staff, who are the highest-paid and carry the most responsibility, should be held to an even higher

standard. Councilmember Poston agreed with Councilmember Harris's idea to create a written evaluation record. She added that the City Attorney's Office can redact sensitive information if needed, which provides some reassurance. Overall, she expressed support for the proposal.

MAYOR HARTKE said he was concerned about writing something in an evaluation during a difficult moment that could stay on an employee's record, even if the issue was later resolved through conversation and adjustments. He worried this could unfairly impact the employee's future. Mayor Hartke added that he understands they are just approving the process for now and hopes it can be shaped in a way that addresses these concerns.

COUNCILMEMBER ENCINAS asked Councilmember Harris if his proposal was to hold evaluations at a set time each year, when the employee contracts are up for review, or if the timing would depend on the terms of each specific contract.

COUNCILMEMBER HARRIS said this item provides staff with direction to develop a plan and bring it back to the Council for review and a decision. He said the purpose is to create a process for evaluating the city's top staff, who are among the highest-paid, with a combined salary of approximately $1 million for the four positions. Councilmember Harris emphasized the importance of transparency and giving taxpayers the ability to see how these key employees are performing. He pointed out that cities like Phoenix, Tempe, and Scottsdale have had similar evaluation systems in place for years, and it's a common and effective practice. Drawing on his experience chairing government boards, Councilmember Harris noted that leadership roles, such as those held by CEOs, are regularly evaluated, and the same should apply to the city's direct hires. He emphasized that evaluations foster accountability and support performance-based raises, stating that staff will develop a process that is both meaningful and practical.

COUNCILMEMBER ENCINAS said he appreciated the clarification and believes they will be able to work through all the necessary details if they choose to move forward with the proposal. He added that the timing and structure of the evaluations could be addressed later, once the process is under discussion with Council.

MAYOR HARTKE said he believed the direct question was whether the evaluations would occur now during the current two-year contract period, at contract review, more often, or if they were not yet ready to decide.

COUNCILMEMBER HARRIS said he wanted to keep an open mind and let other Councilmembers share their ideas. He mentioned that direct hires are already reviewed once a year and suggested that would be a good time to do evaluations. Councilmember Harris said the final decision should be based on what the Council agrees is best.

MAYOR HARTKE said that a two-year contract would have already been set the previous year. He explained that if Council conducts a review this year, it wouldn't include any discussion about the contract itself, since that decision was already made last year. Mayor Hartke said this was part of the concern or question he was trying to raise.

COUNCILMEMBER HARRIS said that, regardless of the contract length, whether indefinite, two-year, or three-year, direct hires should still undergo an annual performance review. He said that's where he stands on the issue. Councilmember Harris added that if raises are given, they should be based on merit, and the public should understand how those raises are determined to ensure transparency and accountability with taxpayer money.

COUNCILMEMBER ORLANDO said that Council recently discussed this topic and noted that the International City/County Management Association recommends annual reviews, providing examples to follow. He said the city isn't starting from scratch since it used to do written reviews for direct hires. Councilmember Orlando explained that in the past, all Council feedback was collected on one platform, and no one knew who wrote what. This made the process fair and focused on the feedback itself. He said there are simple ways to create a written review process, just like other employees have. Once it's in place, the city can figure out what needs to be redacted. Councilmember Orlando encouraged Council to move forward and examine how other cities are addressing the issue.

VICE MAYOR ELLIS said she appreciated the conversations she's had with Councilmember Harris and others about this topic. She said the goal is to hold everyone to the same standard. Vice Mayor Ellis explained that the Council has not yet voted to start the evaluation process. They're just asking staff to come up with a plan. Once that plan is ready, Council will determine if it aligns with Chandler's values. She said she's looking forward to seeing a proposal that reflects Chandler's culture and what the city stands for.

COUNCILMEMBER POSTON said that in the private sector, there's a saying that feedback is a gift. She said the goal isn't to punish anyone but to set clear expectations and measure progress. Councilmember Poston described the process as simple, common, and something used in many workplaces. She also agreed with Councilmember Orlando's mention of using the International City/County Management Association (ICMA) as a guide. Councilmember Poston added that Council can also follow HR practices like the rest of city staff. She believes this is a standard, positive step and should be seen that way.

MAYOR HARTKE said that, in his view, the City Manager's role is essentially defined by the strategic plan created by Council. He sees the plan as outlining the goals and priorities the City Manager is expected to follow. While he didn't want to overstate his role in the process, Mayor Hartke expressed support for moving forward and said he would vote yes. He invited others to make a motion or continue with the discussion.

## Action Agenda Item 18 Motion and Vote

Vice Mayor Ellis moved to direct staff to develop an evaluation form for direct hires, which will be brought forward to the Council for approval; seconded by Councilmember Harris.

Motion carried unanimously (7-0).

# Action Agenda Item 19

19. Resolution No. 5913, Ordering and Calling a Special Election for the Submission of Proposed Amendments to the City Charter regarding the Eligibility of Persons to Serve Consecutive Terms as Mayor and Councilmember

    Move City Council pass and adopt Resolution No. 5913, ordering and calling a special election for November 4, 2025, for the submission of proposed amendments to the City Charter regarding the eligibility of persons to serve consecutive terms as Mayor and Councilmember; directing publications as required by law; designating the place and time to accept arguments for and against the question; establishing the conduct of elections including ballot tabulation requirements; authorizing an agreement for services with the County and payment of election expenditures; setting forth the voter registration deadline and Voter Rights Act requirements; designating the election as an all-mail ballot election; establishing canvassing and reporting requirements; and including a severability and ratification clause.

TAWN KAO, Acting City Attorney, presented the following presentation.

- Chandler City Charter
- Term Limits – Chandler Charter, Article II, Section 2.01
- Current Charter Language
- Article II. City Council
- Section 2.01. – Composition, eligibility, terms and election.
    a) *Composition.* There shall be a City Council consisting of a mayor and six councilmen elected from the city at large by the qualified electors of the city. The term councilman or councilmen shall include the mayor except where the mayor is specifically mentioned.
    b) Eligibility. Only qualified electors of the city shall be eligible to hold the office of mayor or councilman. Each candidate must have been a resident of the city or an annexed area for at least two years immediately preceding his election.
    c) *Term of Councilmembers.* The term of office of councilmembers shall commence at the first regular meeting of the City Council in January following their election and, except as otherwise provided herein, shall be for a period of four (4) years or until their successors are elected and qualified.
    d) *Term of mayor.* The term of office of mayor shall commence at the first regular meeting of the City Council in January following the mayor's election and shall be for a period of four (4) years or until the mayor's successor is elected and qualified.
    e) *Limitation of terms*. No person shall be eligible to be elected to the office of councilmember for more than two (2) consecutive terms, or to the office of mayor for more than two (2) consecutive terms or to more than a consecutive combination of same. A person elected to two (2) consecutive terms as a councilmember or two (2) consecutive terms as mayor or a combination of same as above set forth shall not be eligible to hold either office again until four (4) years have elapsed. Councilmembers or mayor[s] who resign shall not be eligible for re-election or appointment until the second succeeding City election following the date of tender of their written resignation, except

as provided in subsection 2.06(c). For determining consecutive terms for an incumbent Mayor, if the incumbent Mayor has been elected to two (2) consecutive two-year terms as of November 6, 2012, those two (2) two-year terms shall be considered the equivalent of one (1) four-year term, for purposes of determining this section. All incumbent councilmembers and the Mayor holding office on May 19, 1997, shall be limited to the number of terms of office authorized on that date by this Charter, unless there is a Charter amendment approved setting forth that incumbent councilmembers and mayor are eligible for election to additional terms.

f) *Elections.* Elections for Mayor and Councilmen shall be held in each even-numbered years as provided in article VII of this Charter.

g) *Incumbents.* If additional terms for the office of mayor are approved by the voters, incumbent councilmembers and the mayor holding office on May 19, 1997 are eligible for election to such additional terms.

Amendment of 12-12-72; Ord. No. 1562, § 1, 11-18-85, election of 1-26-86; Res. No. 2417, Exhs. IV, VIII, election of 1-23-96; Res. No. 2585, Exhs. I, II, election of 5-20-97; Res. No. 4621, 6-28-12, election of 11-6-12; Res. No. 4862, § 1(Exh. 1), 4-30-15, election of 8-25-15)

- Current Charter Language
- Article II – City Council
- Section 2.01. – Composition, eligibility, terms and election
- *(e) Limitation of terms.*
  No person shall be eligible to be elected to the office of councilmember for more than two (2) consecutive terms, or to the office of mayor for more than two (2) consecutive terms or to more than a consecutive combination of same. A person elected to two (2) consecutive terms as a councilmember or two (2) consecutive terms as mayor or a combination of same as above set forth shall not be eligible to hold either office again until four (4) years have elapsed.

  Councilmembers or mayor[s] who resign shall not be eligible for re-election or appointment until the second succeeding City election following the date of tender of their written resignation, except as provided in subsection 2.06(c). For determining consecutive terms for an incumbent Mayor, if the incumbent Mayor has been elected to two (2) consecutive two-year terms as of November 6, 2012, those two (2) two-year terms shall be considered the equivalent of one (1) four-year term, for purposes of determining this section. All incumbent councilmembers and the Mayor holding office on May 19, 1997, shall be limited to the number of terms of office authorized on that date by this Charter, unless there is a Charter amendment approved setting forth that incumbent councilmembers and mayor are eligible for election to additional terms.

- Election History – Section 2.01
- 1965 Charter Adopted – no term limits.
- 1972 Charter Election – Voters *approved* term limits of councilmembers for two 4-year terms and mayor for two 2-year terms, for a total of 12 consecutive years (4+4+2+2)
- 1986 Charter Election – Voters *rejected* the removal of term limits.

- 1994 Charter Election – Voters *rejected* increasing the mayor term to 4 years and increasing the number of council terms to three 4-year terms.
- 1996 Charter Election – Voters *rejected* increasing the number of mayor terms to four.
- 1997 Charter Election – Voters approved increasing the number of mayor terms to four (of the then 2-year terms) and allowing incumbent mayor to be eligible for the increase in terms. (4+4+2+2+2+2)
- 2012 Charter Election – Voters *approved* increasing the mayor term to 4 years, limiting the number of mayor terms to two 4-year terms, and allowing incumbent mayor to treat two consecutive 2-year terms as one 4-year term (4+4+2+2+4)
- 2014 Charter Election – Voters *rejected* increasing the number of council terms to 3.
- Charter Amendment Proposal
- Article II – City Council
- Section 2.01. – Composition, eligibility, terms and election
- (e) *Limitation of terms*
  No person shall be eligible to be elected to the office of councilmember for more than two (2) consecutive terms, or to the office of mayor for more than two (2) consecutive terms ~~or to more than a consecutive combination of same.~~ NO PERSON SHALL BE ELIGIBLE TO BE ELECTED TO A COMBINATION OF THE OFFICES OF COUNCILMEMBER AND MAYOR FOR MORE THAN SIXTEEN (16) CONSECUTIVE YEARS. A person WHO IS elected to two (2) consecutive terms as a councilmember or two (2) consecutive terms as mayor ~~or a combination of same as above set forth~~ shall not be eligible to hold THE SAME OFFICE AGAIN UNTIL FOUR (4) YEARS HAVE ELAPSED SINCE THE END OF THE LAST TERM SERVED. A PERSON WHO IS ELECTED AND SERVED SIXTEEN (16) CONSECUTIVE YEARS IN A COMBINATION OF THE OFFICES OF COUNCILMEMBER AND MAYOR SHALL NOT BE ELIGIBLE TO HOLD either office again until four (4) years have elapsed.
  Councilmembers or mayor[s] who resign shall not be eligible for re-election or appointment until the second succeeding City ~~election following the date of tender of their written resignation, except as provided in subsection 2.06(c). For determining~~ consecutive terms for an incumbent Mayor, if the incumbent Mayor has been elected to two (2) consecutive two-year terms as of ~~November 6, 2012, those two (2) two-year terms shall be considered the equivalent of one (1) four-year term, for purposes~~ of determining this section. All incumbent councilmembers and the Mayor holding office on May 19, 1997, shall be limited to the number of terms of office authorized on that date by this Charter, unless there is a Charter amendment approved setting forth ~~that incumbent councilmembers and mayor are eligible for election to additional terms.~~
- Thank you! Questions?

COUNCILMEMBER HAWKINS asked about the proposed amendment. She specifically wanted to know how appointments are addressed and how they fit into the amendment, noting that she wasn't sure if this was covered elsewhere.

MS. KAO said the amendment applies only to individuals who are elected.

COUNCILMEMBER HAWKINS confirmed this amendment does not affect any of the 16-year language referenced in the document.

MS. KAO said the 16 consecutive year limit applies to someone who has served two terms as a councilmember and two terms as mayor.

COUNCILMEMBER HAWKINS asked whether this is already identified elsewhere in the charter. She expressed concern that, if it isn't addressed, it could create additional gray areas.

MAYOR HARTKE asked whether the question was related to appointments or another aspect of the amendment.

COUNCILMEMBER HAWKINS said her question pertained to appointments and how they are counted. She asked if someone who was appointed first and then served two terms as councilmember and two terms as mayor, or the other way around, would be included in the 16-year limit.

MS. KAO said time served in an appointed office would not count as an elected term under this amendment.

COUNCILMEMBER HAWKINS asked why the resignation language was removed from the amendment.

MS. KAO said the resignation language was removed because it conflicts with another section of the charter. One part of the charter states that a councilmember must resign to run for mayor if they are mid-term. However, the provision proposed for removal states that if someone resigns, they cannot run for mayor or councilmember for two election cycles. Since these two rules contradict each other, the decision was made to remove the conflicting language.

MAYOR HARTKE said, in response to the question about appointments, he believed he was the last person appointed in 2008. He mentioned that after his appointment, he ran unsuccessfully, then ran again later. Mayor Hartke said his appointment added about a year to his service. He asked if anyone else had been appointed for more than a year or two and clarified that this amendment only affects elected terms, not appointed ones.

MS. KAO said that is correct.

COUNCILMEMBER POSTON asked for a brief background on how the current situation developed. She noted that it seemed to have happened recently and requested a summary of the process leading up to this point.

MS. KAO asked whether Councilmember Poston was requesting an overview of the process that led to the current meeting or a history of the election.

COUNCILMEMBER POSTON thanked Ms. Kao for explaining the election and charter history. She said her question was more about how they got to today's presentation.

MS. KAO said the City Attorney had obtained a legal opinion from an outside elections lawyer.

COUNCILMEMBER POSTON said they needed to go back a bit to understand where it all began. She asked why the issue was being addressed and noted that it had been brought up, she believed, by some residents.

MS. KAO said she was not aware of that.

COUNCILMEMBER POSTON said to speak about what she is aware of.

MS. KAO said a question came up about whether a councilmember who has served two four-year terms can run for mayor, which has happened before in the city. She explained that, since the City Attorney wasn't present, she wanted to be cautious in how she responded. The question was referred to an outside election attorney, who provided a legal opinion shared in the City Council memo stating that, under the current city charter, an individual who has served eight consecutive years as a councilmember cannot serve another term as mayor or councilmember without taking a four-year break. Ms. Kao noted that other attorneys have read the same language differently, which is why she emphasized that the charter is unclear and can be interpreted in more than one way.

MAYOR HARTKE said that the proposed language isn't perfect. He explained that, under the current wording, there is a possible scenario where either Councilmember Harris or Vice Mayor Ellis, after serving eight years on the Council, could take a two-year break, run for mayor, then immediately run again for Council, and continue alternating in this way. This could allow someone to serve up to 24 years within a 26-year period. While he acknowledged this scenario may not be likely, he pointed out that it reveals unresolved issues with the current language. Mayor Hartke admitted he doesn't have a clear solution. Although he doesn't object to someone serving eight years and then running again after a break, the concern lies in the possibility of extending service far beyond the intended term limits due to the concurrent language. He added that he has considered the issue since it was first raised but still doesn't have an answer; he wanted to flag it in case it becomes a concern in the future.

COUNCILMEMBER ORLANDO asked to see the current language and stated that he believed it was clear. He noted that it says a person who has been elected and served 16 consecutive years in a combination of council and mayoral offices shall not be able to hold office again until they have been out of office for four years.

MAYOR HARTKE said "consecutive" means terms are continuous or tied together and does not imply there is a break in service.

COUNCILMEMBER ORLANDO said there are two parts to the language being discussed.

MAYOR HARTKE said under this language, a person could not serve another four years as a councilmember immediately, but could still run for mayor, which he believes they should be allowed to do. However, if they then chose to run for council again, the consecutive term rule would allow them to serve an additional 16 years. That, he said, was his main point.

COUNCILMEMBER OLANDO said he didn't see that and asked Ms. Kao if she interpreted it similarly.

MS. KAO asked Councilmember Orlando to repeat his question.

COUNCILMEMBER ORLANDO asked Ms. Kao if she interpreted the language similarly.

MS. KAO asked whether the question was about a mayor being able to run again—specifically, whether someone could serve for 16 years, stop, and then serve another 16 years.

COUNCILMEMBER ORLANDO said no.

MAYOR HARTKE said as he understood it, serving eight years on the Council, completing that term, stepping down, and then later running for mayor would not be considered consecutive service. He clarified that, in his view, "consecutive" means terms that are served back-to-back without any break. Based on that understanding, he believed it would be possible to serve 16 consecutive years as mayor subsequently.

MS. KAO said that a person who has served 16 consecutive years in a combination of councilmember and mayor roles would not be eligible to run again until they have taken a four-year break from service. She explained that anyone elected to two consecutive terms as a councilmember or two consecutive terms as mayor must wait four years before running for the same office again. Additionally, if someone serves two consecutive terms as a councilmember followed by two consecutive terms as mayor, they must also sit out for four years before becoming eligible to run for either office again.

COUNCILMEMBER ORLANDO asked whether the election attorney hired by the city had reviewed the matter.

MS. KAO said yes.

COUNCILMEMBER ORLANDO asked if the election attorney, who is well-known in the judiciary, had reviewed the issue and confirmed that the Council's actions were correct.

MS. KAO said yes.

VICE MAYOR ELLIS said she was unaware of the decision to consult the attorney and seek outside counsel until the Wednesday before the meeting was scheduled. She asked which Councilmember gave that direction and whether it was documented.

MS. KAO said she could not answer that question and indicated it should be directed to the City Attorney, who was not present at the time. She added that the question involved privileged information and, therefore, was not appropriate to address in a public setting.

VICE MAYOR ELLIS asked whether, given the established precedent of past mayors and councilmembers dating back to Mayor Payne, who have served consecutive terms in different offices, the city could continue following that same practice. She questioned whether allowing current councilmembers who are terming out to run for mayor, while simultaneously conducting a full charter review with public input and a committee, would pose any legal risk or potential litigation for the city. Vice Mayor Ellis emphasized the goal of putting the reviewed charter on the ballot alongside the upcoming election and asked if this approach could create any problems for the city.

MS. KAO said that the question required legal advice. However, she explained that the current conclusion is that the language is ambiguous. Ms. Kao noted that if Council wishes to resolve that ambiguity, it has the option to propose a charter amendment for voter consideration through the presented resolution. Alternatively, the Council may choose to refer the matter to a committee and review the outcome if no amendment is made.

VICE MAYOR ELLIS said that the committee's role would be to review the entire charter, not to decide on amendments. She expressed concern about making quick, piecemeal changes and noted that past adjustments have led to the current confusion. Vice Mayor Ellis asked whether allowing Councilmember Orlando to run for mayor following long-standing precedent while conducting a full charter review for the 2026 ballot would create any legal risk for the city.

MS. KAO said that they could not provide an opinion on whether a specific councilmember's run for office would be jeopardized. She clarified that the City Attorney represents the City of Chandler and the entire City Council as a whole, not individual members. Additionally, she explained that she could not offer an opinion on whether following precedent would lead to litigation or assess the likelihood of a legal challenge to an individual candidacy.

VICE MAYOR ELLIS said her understanding is that the Council must choose between placing the measure on the ballot now or waiting until 2026, but a decision is required either way.

MS. KAO said that Council has the option to vote down the resolution if they choose to do so.

VICE MAYOR ELLIS said she was not asking whether the resolution should be approved or rejected but simply confirming that there are currently two available options.

MS. KAO said that there are several options available to Council. These options include taking no action, passing Resolution No. 5913, or referring the matter to a committee for review of potential charter amendments.

VICE MAYOR ELLIS said that doing nothing was previously dismissed as not an option, but now it was being presented as one again.

MS. KAO said that doing nothing is an option. She noted that the resolution was brought forward to address an ambiguity; however, if the resolution does not pass, the Council will effectively choose to do nothing. The Council also has the option to create a committee to review charter amendments; however, creating a committee or passing the resolution is not mandatory, nor is the Council required to address the ambiguity in the charter.

VICE MAYOR ELLIS said that, for some reason, she did not hear that part during the Monday night meeting.

COUNCILMEMBER ENCINAS addressed the point by referring to the new language, stating that it specifies: “A person who was elected to two consecutive terms as a councilmember or two consecutive terms as mayor shall not be eligible to hold the same office again until four years have elapsed since the end of the last term served. A person who is elected and serves 16 consecutive years in a combination of the offices of councilmember and mayor shall not be eligible to hold either office again until four years have lapsed since the end of their last term served.” He added that he believed this answered the question.

MAYOR HARTKE said that, to him, “consecutive” means no break in service. He explained that serving eight years as a councilmember, taking a break, and then running for mayor would reset the clock, so the 16 years as mayor would count as consecutive. Mayor Hartke expressed concern that the language was unclear and not fully addressed. He also mentioned he had invited Councilmembers to suggest names for a charter review committee and was ready to start the process but felt the current language was still incomplete.

COUNCILMEMBER HAWKINS asked for clarification on when the amendment proposals were distributed, specifically whether they were sent out at the same time as the agenda and at what time.

MS. KAO said the amendment proposals were sent out at the same time as the agenda.

COUNCILMEMBER HAWKINS said 24 hours.

MS. KAO said that is correct.

COUNCILMEMBER HARRIS asked if Ms. Kao had spoken with the election attorney about the specific language regarding consecutive terms, particularly the provision stating eight years on and four years off.

MS. KAO said that the language had been reviewed by the election attorney, who opined that it is legally sound. However, she clarified that she had not discussed different scenarios with the attorney.

COUNCILMEMBER HARRIS asked if the election attorney has already reviewed the language in the proposed resolution that the Council may vote on.

MS. KAO said that is correct.

COUNCILMEMBER HARRIS stated that the language remains unclear and noted that, historically, officials have served eight years on the Council and then eight as mayor, totaling 16 consecutive years before a required break.

MS. KAO said that was correct.

COUNCILMEMBER HARRIS asked if the language addresses a gap for off-cycle councilmembers who take a voluntary two-year break and later run for another office.

MS. KAO said that the language does not address that gap, noting that an off-year and a two-year break in service would mean the 16-year prohibition would not apply.

COUNCILMEMBER HARRIS asked whether a councilmember could serve eight years, take a two-year break, serve eight years as mayor, and then return to serve another eight years on the council.

MS. KAO said that the language does not specifically address that scenario. However, due to the two-year gap, someone who has been termed out as mayor can run again for a council seat.

COUNCILMEMBER HARRIS said councilmembers run in groups of three every two years, which can create a situation where a councilmember is off the mayoral election cycle. Councilmember Harris asked if the language can address this potential gap and whether it is possible to clarify that scenario.

MS. KAO said the Council could address that issue by amending the proposed language now or later. She explained that the current language was intended to clarify past practices regarding the 16-year limit but confirmed that changes could be made if needed.

MAYOR HARTKE said "consecutive" means following one another in an uninterrupted sequence, emphasizing that the term implies no breaks in service.

COUNCILMEMBER POSTON asked if the interpretation being shared differed from the Mayor's understanding, seeking clarification on whether that was correct.

MS. KAO said that if she understood him correctly, the question was whether someone who takes a two-year break between serving as a councilmember and as mayor could then run for Council again after reaching the mayoral term limit. She confirmed that under the proposed amendment, this would be allowed because the 16-year limit applies only to consecutive years. A four-year break in service is required to run for either office again. Since a two-year break does not meet that requirement, the language prohibits running for mayor again but does not prohibit running for council.

COUNCILMEMBER POSTON asked if this is because there would not be an issue with serving 16 consecutive years.

MS. KAO said correct.

VICE MAYOR ELLIS asked how many election attorneys were consulted and how many different opinions they gave, referring to Ms. Kao's comment about varied interpretations of the charter.

MS. KAO said the reference was to several sources of legal advice: the city's election attorney, the attorneys in the City Attorney's Office, and outside attorneys who the City of Chandler does not employ. She noted that some of these outside attorneys hold differing views on the matter.

VICE MAYOR ELLIS said she remembered someone from California also shared an opinion on this. She pointed out that there are many different views, so it's best to follow past practice and take the time to clarify the rules to prevent this from happening again.

COUNCILMEMBER POSTON asked two questions: under the current opinion of the City Attorney, can the Mayor run for City Council, and would that still be allowed under the proposed new language? Additionally, under the current opinion, can Councilmember Orlando run for mayor, and would that still be permitted under the new language? She noted that these questions reflect the main issue being discussed.

MS. KAO said the opinion came from outside election attorney Christina Werther. She explained that the City Attorney's Office found the language to be ambiguous, as noted in the City Council memo. However, the outside attorney concluded that the Mayor cannot run for City Council without sitting out for four years and also raised concerns about a councilmember running for mayor without a sufficient break in service. She indicated she would further address the differences between the roles of mayor and councilmember.

COUNCILMEMBER POSTON said that it was a better approach.

MS. KAO said the outside attorney advised a councilmember who has served two consecutive four-year terms could not run for mayor without first taking a break in service.

COUNCILMEMBER POSTON asked if they could review what has been done over the last 50 years, how other councilmembers have handled this, and also how much legal weight is given to precedent.

MS. KAO said that historically, Chandler has followed a 16 consecutive year limit—two terms as councilmember and two as mayor. This wasn't an issue until the mayor's term changed from two to four years, which made the language unclear. She added that the proposed change would match both Chandler's past practice and the clear rules used by cities like Mesa.

COUNCILMEMBER POSTON asked how much weight is given to precedent in legal decisions.

MS. KAO said that precedent is considered by courts and the public and often guides how provisions in the charter are interpreted.

COUNCILMEMBER POSTON stated that the language is currently ambiguous, with multiple interpretations. She explained that the goal of this item is to take the issue to voters and clarify their intent. Councilmember Poston asked if research had been done on the voters' intent in previous elections.

MS. KAO said they reviewed the publicity pamphlets and thoroughly examined past materials. She explained they presented a summary showing whether voters had approved or rejected previous charter amendments related to this section.

VICE MAYOR ELLIS said she had done her homework by speaking with judges in Arizona and beyond, including the Supreme Court. She explained that if precedent doesn't carry much weight in this case, the city would have to revisit everything back to Mayor Payne, including the terms of Mayors Dunn, Tibshraeny, and Hartke. This would effectively erase all past mayoral service and require starting over. Vice Mayor Ellis emphasized the importance of precedent in this matter, allowing Chandler's residents to properly review the charter and place the issue on the 2026 ballot without disrupting current city operations. She expressed her concern that if precedent is ignored, it would call into question how the city has been run. Vice Mayor Ellis asked for input on this point.

MS. KAO said it would be speculative to predict what might happen if the charter is not amended this year. However, she confirmed that precedent does carry weight and would be a factor a court would consider if the issue were challenged. Ms. Kao added that it is within the City Council's discretion to refer the matter to a committee instead of passing the resolution today.

COUNCILMEMBER HARRIS asked who prepared the language presented today.

MS. KAO said the language was prepared through a collaborative effort involving the City Attorney, the election attorney, herself, and several other assistant attorneys in the office.

COUNCILMEMBER HARRIS said the language was carefully reviewed by licensed attorneys, which is important because they're the ones responsible for making sure it's legally sound. He explained

that even if the charter includes ideal ideas, it's ultimately the attorneys who decide how it's written and interpreted. Councilmember Harris added that if the language doesn't match the intent, that would be a concern. He also noted that the historical practice has been 16 years of service followed by a 4-year break, and that this precedent matters. While he's not a lawyer, he trusts the attorneys the city hires and wants to make sure the public understands that this language was created to reflect that history and prepare it for the ballot. Councilmember Harris asked if that understanding was correct or if anything should be added.

MS. KAO said the role of the City Attorney's Office is to help craft language that reflects the intent of the City Council when proposing a charter amendment to voters. Whether the language comes through a Council resolution, a committee recommendation, or a citizen-led petition, the Attorney's Office guides to ensure it accurately represents what the Council wants voters to consider. She stated that the office's job is to advise whether the proposed language resolves existing ambiguities and aligns with the overall purpose of the charter. Additionally, they ensure the language complies with Arizona election laws, state laws, and other parts of the city charter.

COUNCILMEMBER HARRIS asked if, based on the analysis and input from the group of attorneys involved, the City Attorney has reviewed the language and believes it addresses the ambiguity.

MS. KAO said that is correct.

MAYOR HARTKE said the resident review committee looks at unclear or inconsistent parts and makes suggestions to the Council. Legal's job is to ensure that those suggestions comply with the law. He said it's not one or the other it's about getting input from the community while relying on legal experts to keep the city protected.

COUNCILMEMBER HARRIS said regardless of whether the Council decides to form a subcommittee, the final language will still be reviewed and drafted by the same legal team. He noted that past mayors and councilmembers also relied on the City Attorney's Office, and this process would be no different. Councilmember Harris emphasized that even with community input or extended time, it ultimately returns to the same legal experts to interpret and shape the language. He added that while he's not an attorney, he trusts the legal team to guide the process and looks forward to hearing from constituents before making a final decision.

MAYOR HARTKE said that although he isn't an attorney, he found a loophole in the proposed language while reviewing it that the legal team hadn't identified. He emphasized that having more people review the language brings valuable perspective and helps improve the outcome, noting that the same legal team can then refine and finalize the work.

COUNCILMEMBER HARRIS said that the mayor's concern could be addressed with an amendment to the resolution. He emphasized that the legal team, which the city hired to draft the language, reviewed it thoroughly. The language was also posted publicly for everyone to review, and constituents have submitted feedback. Councilmember Harris noted that all Councilmembers have the same information, some of whom even have it in front of them during the meeting. He

added that if there is a specific concern about the language, it can be amended now and brought back for review, or it can be left for the voters to decide, depending on what the Council decides to do.

MAYOR HARTKE called for public comment.

MR. BULLOCK, Chandler, AZ, spoke on item 19. Mr. Bullock said the city charter is like the organization's bylaws, and just like in any group, the board can't change the bylaws without approval from the whole body. That's why he believes voters should be involved in any changes. He noted that some members suggested forming a committee to revamp the entire charter. Since it's 64 years old, he feels it needs a full update rather than just a small fix. He also expressed concern that voting on these resolutions might be self-serving. If the vote affects a member's current or future office, they should consider recusing themselves to avoid a conflict of interest. Mr. Bullock said he disagrees with the resolutions and thinks they should be sent to the voters. He's unhappy with how the situation has unfolded but acknowledged it might impact some councilmembers personally. Mr. Bullock emphasized that personal concerns shouldn't hinder what is best for the city and its citizens. He ended by asking if there were any questions.

MAYOR HARTKE said the voters will decide on this issue. The question is what exactly they will be voting on. Any charter change must go to the voters for approval or rejection. The Council's role tonight is to send these items to the voters, who will then vote yes or no.

MR. BULLOCK said that tonight's vote is about deciding what will be sent to the voters.

MAYOR HARTKE said correct.

MR. BULLOCK asked when the item would be sent to the voters.

MAYOR HARTKE said the next election is November 4. However, since the language must be finalized by June 9 and there won't be a charter revision committee in place by then, the item would likely be put to a vote in the next election instead.

MR. BULLOCK asked what would happen until then.

COUNCILMEMBER POSTON asked to confirm if only three councilmembers, Hawkins, Encinas, and herself, would not be affected by the rule change. She said that, according to outside counsel, a two-term councilmember can't run for mayor without a break. So, Hawkins could run if she resigned, but Encinas and Poston couldn't because their terms overlap. She wanted to make sure she understood this correctly.

MS. KAO said she didn't understand the question.

COUNCILMEMBER POSTON said some have discussed Councilmembers stepping back from voting, but she thinks that's not necessary because elections affect all of them. She said only she

and Councilmember Encinas can run for mayor next time under the current rules. She doesn't plan to run but wanted to make sure she understood correctly. She still thinks the rules are wrong.

MS. KAO said the City Attorney has not given an opinion on who can or can't run for office after their current term. They do have an opinion from an outside election attorney, but the City Attorney finds the language unclear. She added that there is no legal issue preventing any Councilmember from voting on this resolution.

MAYOR HARTKE said that if Council were making the decision themselves instead of leaving it to the voters, it would be a different situation in his view.

COUNCILMEMBER HARRIS said he appreciated the clarification, explaining that they are not voting to change the charter directly today. Instead, they are voting to send a proposed change to the public for review. The voters will then decide whether to approve the change and update the charter. He emphasized that the Council's role is to put the language on the ballot, but the final decision is up to the voters in November, to keep the language as is or to clarify it.

LESLIE MINKUS, 3372 E. Gemini Ct., Chandler, AZ. Mr. Minkus asked about the current charter law's provisions regarding this issue and when they took effect.

MAYOR HARTKE said the current charter has been in place since 1972. Some of the language has been unclear since then. It has been revised and updated over the years, but the combined language has been in existence since 1972.

MR. MINKUS, a Chandler resident and registered voter, urged the Council not to vote on Resolution No. 5913. Instead, he asked them to call a special election as soon as possible, so voters both in-person and by mail can decide on the charter changes themselves. He acknowledged the good work done by past mayors and councilmembers. Still, Mr. Minkus said if any past elections didn't follow the current city charter, procedural justice and due process require correcting that immediately. This would legitimize the officeholders. He also warned that unresolved issues, including this and other lawsuits, could hurt the city's bond ratings, affecting taxpayers and the city budget. Mr. Minkus emphasized that the special election should happen quickly and suggested that Resolution No. 5914 be included in that election as well.

COUNCILMEMBER HARRIS thanked Mr. Minkus for his comments. He noted the suggestion of holding a special election and inquired about the cost to taxpayers.

DANA DELONG, City Clerk, said a special election held outside of the regular August or November dates in even-numbered years would cost approximatley $471,000. This includes fees to the county and the cost of the publicity pamphlet. If other groups, such as the school board or county, also have items on the ballot, the cost could decrease because the expense is shared based on the number of voters. The exact savings wouldn't be known until it's clear who else is on the ballot.

LISA ASKEY, 2301 E. Indian Wells Dr., Chandler, AZ, spoke on Item 19. She expressed concern and disappointment over the long-standing misinterpretation of the city charter. She emphasized that the charter, a foundational document for local governance, should be transparent and not open to varying interpretations. She noted that both the current language in question and the proposed amendment are vague and could lead to further confusion. Ms. Askey urged Mayor Hartke to form a subcommittee made up of city residents and local attorneys to thoroughly review the entire charter and recommend precise, legally sound amendments. She emphasized that such changes should not be rushed and should prioritize the best interests of the city, not those of individual candidates. Ms. Askey asked Council to vote against placing the proposed amendment on the November 2025 ballot and instead support forming a subcommittee to conduct a comprehensive review, with the goal of placing a revised amendment on the 2026 ballot. She called for transparency, thoughtful action, and a commitment to doing what's best for Chandler and its residents.

COUNCILMEMBER HARRIS asked if there had ever been a community subcommittee formed specifically when past Councils made charter changes involving election-related matters.

MAYOR HARTKE said yes, during previous charter changes related to elections, a subcommittee was formed. He mentioned that he served on one such subcommittee in 1994, which then Mayor Tibshraeny appointed to review charter changes, including those involving elections. He also noted that a list of past changes was provided and added that Councilmember Orlando has a more extensive history with the city.

COUNCILMEMBER ORLANDO said they have handled charter changes two ways: sometimes directly from the Council like tonight, and sometimes through a committee. Both methods worked, but ultimately, the voters make the final decision.

COUNCILMEMBER HAWKINS asked if past charter changes had ever been done so quickly. She noted the tight deadline for the November election and inquired whether there was typically more time to review changes before voting.

COUNCILMEMBER ORLANDO said that charter changes have occurred in both directions before. He recalled one time when an item to extend terms was placed on a consent agenda, which usually means it's not meant for much discussion. He didn't like that approach and pushed to move it to a regular agenda so it could be properly discussed.

SHERRI JOHNSON, 3627 E. Agave Rd., Chandler, AZ., spoke on Item 19. Ms. Johnson said as a community leader from legislative district 12 in Chandler, she expressed strong support for Resolution No. 5913, which calls for a special election to amend the city charter. She explained that the City Attorney's request for clarification highlights concerns about long-standing practices and why the issue is being addressed now. The charter's language about consecutive terms is unclear and amending it would preserve the tradition of continuous service, respect voters' support for term limits, and protect public servants from unfair penalties caused by ambiguous wording. Ms. Johnson emphasized that placing this clarification on the November 2025 ballot is

important to give voters clear guidance without extra cost before the 2026 City Council election. This step would also help avoid costly legal battles and prevent any appearance of partisan bias. For these reasons, she urged Councilmembers to support Resolution No. 5913.

DUANE LIDMAN, 2301 W. Palomino Dr., Chandler, AZ, spoke on Item 19. Mr. Lidman said he had read all the text of Resolution No. 5913 and its exhibits A and B, and he supports the resolution.

JOE GRANADO, 132 S. Quarty Circle., Chandler, AZ, spoke on Item 19. Mr. Granado thanked the Council for the opportunity to speak and shared his perspective as a longtime Chandler resident and business owner. He expressed disappointment with the current situation but hopes the city's legal language is correct so the city can move forward. He emphasized that Chandler has been successful over the years but agrees improvements are needed. Mr. Granado said he interprets the term limits differently than the City Attorney, believing the amendment clarifies what most people understand, that a councilmember can serve eight years, then eight years as mayor, followed by a four-year break before returning to public service. He supports moving forward with the amendment.

RENE LOPEZ, 4660 S. Big Horn Pl., Chandler, AZ, spoke on Item 19. Mr. Lopez shared that he understands the difficult decisions Councilmembers face and appreciates their dedication to the city. Having worked closely with many councilmembers, businesses, nonprofits, and community leaders, he offered his perspective. He urged the Council to take a careful and thoughtful approach rather than rushing an unclear amendment that has already sparked many different interpretations. He expressed concern that approving this amendment could bring more scrutiny and make city leaders appear unqualified, which he believes they are not. Mr. Lopez noted that while there is pressure to act quickly to avoid legal issues, the item itself reveals that different lawyers have differing opinions on the language. He reminded the Council that the existing charter and decades of precedent have allowed for future runs without issue. Mr. Lopez praised Chandler's growth and his service to the city and asked the Council not to risk that progress due to fear. He also warned that placing this issue on the ballot could harm a vital bond election by causing voters to doubt the city's leadership. Mr. Lopez asked Councilmembers to vote no on the proposed amendments and instead form a charter committee to carefully review and improve the entire charter, finding the right solution for Chandler, not just a quick fix.

FRANCESCA MARTIN, 1202 W. Morelos St., Chandler, AZ, spoke on Item 19. Ms. Martin expressed concern over the recent interpretation of the city charter released by the City Attorney, which she said contradicts 50 years of precedent and could prevent long-serving public officials from running for mayor. She emphasized that while the charter is important, it should not be enforced selectively or inconsistently. She pointed out that many public servants have previously run for mayor after serving two terms on the City Council, and enforcing a new interpretation now would be unfair, block future candidates, and possibly lead to litigation. Ms. Martin urged the Council to place clarifying changes to the charter on the ballot this November, allowing voters to resolve the ambiguity. She thanked the Council and Mayor Hartke for their service and asked them to support the measure so that dedicated public servants can continue serving the community.

BETH BRIZEL, 6130 W. Shannon St., Chandler, AZ, spoke on Item 19. Ms. Brizel stated that she has lived, voted, and paid taxes in Chandler for the past 30 years. Ms. Brizel urged Council to vote in favor of Resolution No. 5913, which would call a special election to allow voters to decide on proposed amendments to the city charter concerning term limits for mayor and councilmembers. She stressed the importance of clarifying the current language in the charter to prevent confusion and avoid costly legal challenges. She noted that Chandler has a long-standing history of councilmembers running for mayor, and that voters, including herself, have supported candidates like Boyd Dunn, Jay Tibshraeny, and current Mayor Hartke after they served two terms on the Council. Ms. Brizel emphasized that Chandler voters have consistently supported a total term limit of 16 years and recalled that in 2014, even after a failed effort to extend council terms, Mayor Tibshraeny affirmed that councilmembers could still run for mayor after two terms. Ms. Brizel also pointed out that a bond election is already scheduled for November 4, making it fiscally responsible to add this charter amendment to the same ballot. She concluded by asking the Council to approve Resolution No. 5913 and let the voters decide.

RICK HEUMANN, 4310 W. Dublin St., Chandler, AZ, spoke on Item 19. Mr. Heumann, as a former Councilmember who served for eight years, provided context on past charter changes and expressed support for Resolution No. 5913. He explained that in 2012, the City Council proposed a charter change to convert the mayoral term structure from four two-year terms to two four-year terms. This change was approved by voters and mirrored similar language from a 1997 charter amendment, also approved by voters. He emphasized that these past changes were always intended to allow a combined total of 16 years in service, eight as a councilmember and eight as mayor if voters chose to elect a candidate to both roles. Mr. Heumann noted that language about a 12-year limit was removed at the time, partly due to concerns raised by the then City Attorney about ambiguity and redundancy. He affirmed that the 2012 conversations were clear in their intent to cap service at 16 years, and that both the elections of former Mayors Boyd Dunn and Jay Tibshraeny, as well as Mayor Hartke followed this understanding. He expressed concern that the current interpretation being debated stems from a single legal opinion and may not accurately reflect the full historical context. Mr. Heumann felt the legal review may have been rushed but acknowledged the urgency due to upcoming ballot deadlines. He defended the language in the proposed amendment as appropriate, suggesting that while future adjustments could be made in 2026, the current proposal provides needed clarity now. He concluded by stating that this amendment does not extend anyone's term beyond precedent, and that voters would have five months to consider it. He cautioned against allowing the next mayoral election to become mired in legal uncertainty and urged support for moving the amendment forward.

COUNCILMEMBER HARRIS asked Mr. Heumann to elaborate on the historical context of the charter changes. He requested a brief explanation of the thought process and intent behind those changes at the time they were made. Specifically, he wanted to understand what the Council was aiming to accomplish, what issues they were trying to clarify, and how they approached cleaning up the charter language. Councilmember Harris emphasized that understanding the reasoning behind those decisions is important to the current discussion.

MR. HEUMANN said that in 1997, the charter was changed to allow a total of 16 years of service eight as a councilmember and eight as mayor. In 2012, the mayor's two-year terms were changed to two four-year terms to improve continuity. Mayor Tibshraeny's previous two-year term was counted as four, aligning with the new rules. Mr. Heumann noted the intent was always to cap mayoral service at eight years, and although some wording was ambiguous, the precedent and purpose were clear. In 2014, voters rejected a proposal to extend the term limit for a third mayoral term, reaffirming the existing limits.

COUNCILMEMBER HARRIS appreciated Mr. Heumann's historical insights and noted that, as someone who served during that time, his perspective helped provide valuable context. Councilmember Harris expressed a desire for a deeper understanding of the framework from that era and thanked Mr. Heumann for paving the way for future service in Chandler.

VICE MAYOR ELLIS asked Mr. Heumann what prompted him to ask the City Attorney about the Mayor's eligibility to run for Council, noting his past involvement in shaping the charter and his service alongside former Mayor Tibshraeny.

MR. HEUMANN said in complete transparency, he and former Mayor Tibshraeny were at city hall when the City Attorney approached them. During that conversation, Mayor Tibshraeny mentioned he was considering running for Council, and the City Attorney said there was no issue. Both he and the former Mayor questioned that response based on their understanding of the 16-year term limit precedent. He emphasized they did not request a formal legal opinion and that if the City Attorney chose to issue one, that decision was hers and ultimately accountable to the Council.

VICE MAYOR ELLIS said that when she asked the City Attorney who directed her to consult outside legal counsel, the attorney said it was Councilmember Orlando. Vice Mayor Ellis stated that, based on the information Mr. Heumann shared, the former mayor could not have instructed the City Attorney, as the City Attorney answers to the Council, not to individual members.

COUNCILMEMBER ORLANDO stated that, in the interest of full transparency, the City Attorney had contacted him and said she needed to speak with him on Monday because she intended to seek a second opinion on certain charter language. When he asked what she meant, she referred him to the language she had sent. After reviewing it, Councilmember Orlando told her he disagreed with her interpretation. He clarified that he did not initiate the call, nor did he request an opinion rather, the City Attorney had contacted him and informed him that there was an issue.

VICE MAYOR ELLIS said she appreciated the clarification and stated she asked a direct question to ensure the public was fully informed. She emphasized that she was not pursuing any particular line of inquiry, but only seeking a clear answer.

COUNCILMEMBER ORLANDO asked Vice Mayor Ellis if she was satisfied that there was no collusion or wrongdoing involved.

VICE MAYOR ELLIS said she asked a question, received a straightforward answer, and expressed her thanks for the clarification at that point.

Council recessed at 8:14 p.m.
Council reconvened with all present at 8:18 p.m.

MARIAN MIWEITL, 3436 E. Grand View Dr., Phoenix, AZ., spoke on Item 19. Ms. Miweitl said that she represents an area that includes Chandler and emphasized the importance of fiscal responsibility, noting that an upcoming election is already scheduled. She expressed support for allowing voters to decide on the proposed charter amendment, as they have previously supported up to 16 years of continuous service. Ms. Miweitl pointed out that past mayors, including the current one, were elected under the existing language, and that differing legal opinions have only added to the confusion. She urged a "yes" vote on Resolution No. 5913 to let the voters make the final decision, stating that many residents would likely support clarifying the charter language.

VICE MAYOR ELLIS said she agreed with the comment that there are currently qualified individuals on the dais who could run for mayor. She added that her current position is focused on ensuring the process is done correctly. Vice Mayor Ellis then asked Ms. Miweitl whether she believed the disagreement was about the 16-year term limit itself, or whether the Council was simply advocating for taking the time to clarify the charter language properly.

MS. MIWEITL said that if the issue is not brought to the voters now, it won't be addressed until 2026, which could prevent qualified candidates from running for mayor in the meantime. She emphasized the urgency, noting the upcoming deadline, and stressed the importance of being responsible by allowing voters to have a say in who becomes mayor.

VICE MAYOR ELLIS asked Ms. Miweitl if she understood that, based on the City Attorney's advice, they could keep the current rules so qualified candidates can run now and take more time later to review the whole charter. She said she wasn't trying to stop anyone from running, but wanted to ensure that everyone who wants to run can do so, while still having time to fix the charter properly. Vice Mayor Ellis also mentioned that there would be election costs either way, now or in 2026.

MS. MIWEITL said there is already an upcoming election, so adding this measure wouldn't cost extra. She mentioned that the Acting City Attorney said the charter needs clarification. While different attorneys may have differing opinions, she believes the issue should be returned to the voters. She acknowledged the Council could choose to clarify it again in 2026 but urged putting it on the ballot now for voters to decide.

DAVID SPECK, 1728 W. Lark, Chandler, AZ, spoke on item 19. Mr. Speck shared he is a business owner and board member of the Downtown Chandler Community Partnership. He urged the Council not to delay the issue any longer. Mr. Speck emphasized that the proposed language would address the problem immediately, although further amendments could be made later. He expressed frustration with accusations labeling past and current mayors as "illegitimate," warning

that leaving the issue unresolved would undermine future elections. He strongly supported placing Resolution No. 5913 on the ballot to clarify the matter and encouraged the Council to act promptly.

BROOK BEALL, 85 W. Teakwood Pl., spoke on Item 19. Mr. Beall disagreed with previous speakers who supported rushing the process. Mr. Beall expressed that if the issue were well understood, there wouldn't have been a lengthy discussion before public comments. As a professional who writes requirements, he said he found the situation confusing and unclear about the goals of the discussion. He urged the Council to hold off on moving forward, believing more clarity and readiness are needed before making a decision.

RUTH JONES, 2734 E. Birchwood Pl., Chandler, AZ, spoke on Item 19. Ms. Jones expressed strong concern about attempts to amend the city charter, stating that Chandler needs leaders with integrity and the courage to act. Ms. Jones argued that the charter is not ambiguous, as even teenagers she showed it to understood it clearly. She emphasized that the outside specialist attorney found the language unambiguous, in contrast to the City Attorney, whose opinion she believes is conflicted. Ms. Jones criticized efforts to fast-track a charter amendment, suggesting it is politically motivated to allow specific individuals to run again. She stated the charter was explicitly designed to prevent any one person or group from holding power too long, and that amending it now would go against the will of the voters who approved it. She urged Councilmembers to honor their oath to uphold the charter, warning that using precedent to justify changing the law for personal political advantage undermines trust. Ms. Jones concluded by asking the Council to demonstrate integrity and not rush a change that, in her view, is neither necessary nor appropriate.

MAYOR HARTKE read comment cards submitted regarding Item 19 (attached).

COUNCILMEMBER ORLANDO reflected on the evening's discussion, noting the importance of Chandler's charter and its origins. Early in his time on Council, he spoke with original charter authors, including former Councilmember Inez Knowles and former Mayor Coy Payne. They emphasized that the purpose of adopting a charter was to allow Chandler residents, through their elected officials, to guide the city's development rather than relying on state control. That local control has proven successful over the years. He explained that Chandler residents voted for term limits in 1972, 53 years ago initially setting limits of two terms for councilmembers and two for mayor. The language was clear at the time: two four-year terms for each, with a maximum of 12 consecutive years in office. In 1997, that changed, allowing for 16 straight years. At some point, language clarifying the limit was removed, and Councilmember Orlando said it's unclear why. Over the years, multiple city attorneys must have believed the current language was sufficient, but now it's being questioned. He pointed out that attorneys currently disagree on the interpretation of the charter, which makes it legally risky. He raised concerns that if the current mayor or any past mayors were found to have exceeded term limits, legal challenges could follow. Developers who lost close votes might sue, arguing the mayor's vote was illegitimate. The city had just been served with a lawsuit notice that evening. Councilmember Orlando stressed that this issue isn't about him. He has served multiple terms, always following the rules, and is currently in his sixth term.

Whether or not he runs again, his focus is on avoiding lawsuits and protecting taxpayers from unnecessary legal costs. He emphasized that Chandler residents have supported this governance model for over five decades, striking a balance between ideas and experience. He concluded by saying that no one is advocating for the elimination of term limits or their extension. This effort aims to clarify the language to avoid legal challenges, protect the city's stability, and maintain a system that has served Chandler well. He stated the deadline is on June 9, and asked Ms. DeLong to confirm.

MS. DELONG confirmed the deadline to submit ballot language is June 9.

COUNCILMEMBER ORLANDO said he doesn't want to waste taxpayer money, noting that running an election costs about $475,000. Since other groups, such as the school district and Maricopa County, are holding elections on the same day, November 4, the cost would be shared and reduced. He added that while he's not a legal expert, he's open to postponing the decision until June 9 if the Mayor has concerns. He asked if that was the latest possible date or if it should be done sooner.

MS. DELONG said that midnight that night is the latest deadline to provide the ballot language.

COUNCILMEMBER HARRIS asked if the meeting could be held before June 9, suggesting June 5 or 6 to allow more time and provide an opportunity to bring people together. He asked if dates could be looked at now or if staff could follow up later in the week to schedule it.

MS. DELONG said that a special meeting can be called without needing to specify a particular date in advance.

COUNCILMEMBER HARRIS asked if they could work with Mayor to schedule an executive meeting before June 5 or 6 to address any remaining questions and finalize any additional language.

MAYOR HARTKE said they should see where the discussion goes, noting that others may still want to speak. He added that if it's the will of the Council, they can move forward, but so far only Councilmember Orlando has provided comments.

COUNCILMEMBER ORLANDO said his proposal is to set a date and move forward. He said most issues have been discussed, but if there are concerns about the language, it's important to get it right to avoid problems or lawsuits in the future.

VICE MAYOR ELLIS said she wanted to understand what Councilmember Orlando was trying to do, especially after hearing Councilmember Harris ask about setting dates. She wanted to confirm whether Council was trying to reschedule something immediately. From what she heard; they plan to wait for public comments before moving forward. She said she has lived in Chandler for 39 years and has voted for many councilmembers, including Orlando and Lopez. When she joined the Council five years ago, her goal was to serve the people and help the city grow not go backward. She believes Council is moving forward but said timing is important. She supports fixing

the language and removing any confusion but worries that rushing a vote late at night, when few people are watching, sends the wrong message. She was surprised by mentions of lawsuits because she hasn't been told about any. She checked with the City Manager, who also said there are no known lawsuits. She is concerned that discussing lawsuits without factual evidence could cause problems. Vice Mayor Ellis agreed the language needs to be fixed. She supports taking more time to review it carefully and talk to lawyers before the June 9 deadline. She said that everyone on the Council wants to ensure the language is clear and correct.

COUNCILMEMBER HAWKINS thanked everyone for coming and showing their support. She agreed the language needs to be fixed but said the real question is when. She pointed out that community input appears to be lacking, and the large turnout suggests that people want to be heard. She said past efforts included public input when creating language, and she's concerned that transparency is lacking this time. While the attorneys ensure the language is legal, she stressed that it should also reflect what the community wants. Councilmember Hawkins again thanked everyone for speaking up and then asked Ms. Kao to confirm that the amendment wouldn't be retroactive it wouldn't affect the current mayor but would apply going forward.

MS. KAO said that is correct.

COUNCILMEMBER ENCINAS said, like Councilmember Hawkins, he thanked everyone for coming and sharing their voices. He emphasized that community input is essential part of what Council is there to hear. He noted that the current language has been in place for decades, having been approved by numerous Councils and voters over the years. If changes are needed, he believes it's important to take them back to the voters. Councilmember Encinas is open to Councilmember Orlando's suggestion to allow more time to ensure everything is clear and correct. Ultimately, he stressed that Council isn't making the final decision the voters will decide.

COUNCILMEMBER POSTON asked whether this action needs two readings.

MS. KAO said no, this does not need two readings.

COUNCILMEMBER POSTON thanked the public for speaking and said it's good that more people are now familiar with the city charter. She supports putting the charter change on the November ballot since the election is already funded and combining issues can save costs. She believes that delaying action may give the impression that the Council is avoiding tough decisions. Councilmember Poston added that the charter committee can still review everything later, and future updates can be made in 2026 without incurring additional costs. She also noted she saw notice of a possible lawsuit and doesn't want to wait a year to address it.

MAYOR HARTKE thanked Council and everyone in attendance. He recalled that about a month ago, the Council discussed the upcoming election and the idea of adding charter amendments. At that time, most councilmembers were hesitant, mainly due to concerns that doing so might negatively impact the bond election. He said that concern still sticks with him, as it was the majority view. Mayor Hartke acknowledged that while the current proposal may differ, he hopes the

Council can move forward with both the bond and the charter item. If Council chooses to proceed, he encouraged residents to submit their names to join a charter revision committee, which he's prepared to begin forming in early June. Mayor Hartke then asked whether Council wanted to make a motion to move forward, postpone the discussion to a specific date, or decide at the next opportunity. He reminded everyone that a study session is already scheduled for June 9, which could be used to continue the discussion. However, he noted that the final deadline to act is midnight on June 9, and asked Council how they would like to proceed.

COUNCILMEMBER ORLANDO made a motion to move Resolution No. 5913 ordering and calling the special election for the submission of proposal amendments to city charter regarding the eligibility of persons to serve consecutive terms as mayor and council, with the provision that staff comes back to Council for final language approval by June 9 and call a special meeting to review the final language. Councilmember Encinas seconded the motion.

MAYOR HARTKE asked if the request was to resume the discussion.

COUNCILMEMBER ORLANDO said he was making a motion to call for a special meeting, not a special election, and to return by June 9 with the proposed language.

MAYOR HARTKE said he was confused because Councilmember Orlando referred to an "election" instead of a "special meeting."

COUNCILMEMBER ORLANDO said that then they could finally vote on the language they believe would prevent future litigation.

MAYOR HARTKE said there is a motion to call a special meeting. He then clarified that, in essence, the Councilmember Orlando was seeking to postpone the decision.

COUNCILMEMBER ORLANDO clarified that he was calling for a special election through Resolution No. 5913 to submit proposed amendments to the city charter regarding eligibility for serving consecutive terms as mayor and councilmember. He explained that this was separate from his request for staff to schedule a special meeting, where the Council would finalize and vote on the ballot language.

MAYOR HARTKE said the request was to place the item on the ballot, even though the exact language had not yet been finalized.

COUNCILMEMBER ORLANDO said that was correct and added that Council could always withdraw it if necessary.

VICE MAYOR ELLIS asked Councilmember Orlando to clarify his statement. She said her understanding was that he initially wanted to allow time for the Council to review the matter and hold a special meeting to discuss it before bringing it back by June 9. However, she noted that it

now sounded like Council was being asked to vote on the current agenda item and questioned if she had misunderstood his intent.

COUNCILMEMBER ORLANDO clarified that his concern was specifically about the language of the amendment. He acknowledged that there had been discussion about the wording but stated he never intended to suggest not moving forward with the special election. If he gave that impression, he said, he misspoke.

VICE MAYOR ELLIS said her understanding was that Council planned to take time to gather all necessary information, review and revise the language, hold another discussion, and then return to vote on the item not to vote on it that night.

MAYOR HARTKE asked for input, noting that Councilmember Orlando was requesting Council to move the measure forward and place it on the ballot without finalized language.

MS. KAO said that Council was considering splitting the question between calling a special election and approving the charter amendment language. She clarified that a special election had already been scheduled for the bond election, allowing the charter amendment to be added and run concurrently. She noted that calling another special election was unnecessary and recommended tabling the item. She said that tabling would allow the Council to revisit the matter at the next meeting or a special meeting, but a motion would be required to take it off the table for further discussion.

MAYOR HARTKE said the June 9 meeting is a study session, so a Council meeting would need to be called for that date, which is possible. He added that he was having difficulty with Councilmember Orlando's wording regarding the call for a special election, as one had already been scheduled.

COUNCILMEMBER ORLANDO said the key point was the addition of charter amendments to the special election. He explained that the motion was to include charter language on that ballot. He noted that the specific language could be brought back later for review and then voted on through the consent agenda to finalize what would appear on the ballot.

MS. KAO said the question could be split by making a motion to present a charter amendment without including any specific language. However, she cautioned that if the charter amendment ultimately did not move forward, the result would be calling a special election with a blank charter amendment, lacking any defined content.

MAYOR HARTKE said that was his concern.

COUNCILMEMBER ORLANDO said they would be going through the process again.

MAYOR HARTKE said that if the motion were to be changed, the second would also need to agree.

COUNCILMEMBER ORLANDO asked if there was agreement to withdraw the first motion made.

COUNCILMEMBER ENCINAS said yes, seconding Councilmember Orlando's withdrawal of the first motion made.

COUNCILMEMBER ORLANDO said, for clarification, that he was moving to adopt Resolution No. 5913, which orders the calling of a special election for the submission of proposed amendments to the City Charter regarding the eligibility of a person to serve consecutive terms as mayor and councilmember. He then asked the City Attorney to confirm that understanding.

MS. KAO said she was not following because if the question were going to be split, there would be no motion to table Resolution No. 5913.

COUNCILMEMBER ORLANDO said splitting the question had just been suggested.

MS. KAO clarified that the recommendation would be to move to table the resolution, which would allow Council to revisit the item at a future meeting. She added that it appeared that was the direction Councilmember Orlando was leaning toward, though she didn't want to speak for him.

COUNCILMEMBER ORLANDO said he just needed legal advice, noting that he had heard two different perspectives. He stated that he wanted to move the discussion along and made a motion to table Resolution No. 5913. He then asked if June 9 would provide enough time and whether the item could be scheduled early enough in the day to address it properly.

MS. DELONG said the language must be submitted to the county no later than midnight on June 9.

COUNCILMEMBER ORLANDO asked whether the motion needed to include a specific date or if it could simply state "by June 9."

MS. KAO said it was not necessary to include a specific date. She explained that Council could move to table Resolution No. 5913, and it would then be scheduled for the next regular or special meeting.

COUNCILMEMBER ORLANDO withdrew the motion to split the question. He said that he would move to table the item to a special meeting on June 9 but added that the meeting could be held earlier if all members were available. He emphasized that the intention was to reconvene by June 9, or sooner if a quorum could be established, to address the issue in a timely manner.

MAYOR HARTKE said there was now a motion on the floor to table the item. He wanted to be clear about what Council was voting on. He noted that the motion was to move the item to a future date, either June 9 or earlier, and that a meeting would need to be called accordingly. He asked if the motion, as worded, was sufficient or if it required clarification, emphasizing the need to ensure everyone understood the action being taken.

MS. KAO said the motion, as stated, was sufficient. She explained that the motion to table is not debatable, and if it has been seconded, it would proceed to a vote. If the motion does not pass, the resolution remains pending. However, if the motion passes, the item will be tabled and brought back at the June 9 meeting or an earlier special meeting, depending on scheduling, in accordance with the language used by Councilmember Orlando.

MAYOR HARTKE said that there was a motion by Councilmember Orlando and a second by Vice Mayor Ellis. He confirmed that, with a motion and second in place, the item was now open for debate and comments.

MS. KAO said motions to table are not debatable.

MAYOR HARTKE said that a vote was needed on the motion, requiring a yes or no response.

## Action Agenda Item 19 Motion and Vote

Councilmember Orlando moved to table Resolution No. 5913 to a meeting on June 9 or earlier; Seconded by Vice Mayor Ellis.

Motion carried unanimously (7-0).

## Action Agenda Item 20

20. Resolution No. 5914, Ordering and Calling a Special Election for the Submission of Proposed Amendments to the City Charter regarding the Appointment and Removal of the City Manager

    Move City Council pass and adopt Resolution No. 5914, ordering and calling a special election for November 4, 2025, for the submission of proposed amendments to the City Charter regarding the appointment and removal of the City Manager; directing publications as required by law; designating the place and time to accept arguments for and against the question; establishing the conduct of elections including ballot tabulation requirements; authorizing an agreement for services with the County and payment of election expenditures; setting forth the voter registration deadline and Voter Rights Act requirements; designating the election as an all-mail ballot election; establishing canvassing and reporting requirements; and including a severability and ratification clause.

TAWN KAO, Deputy City Attorney, presented the following presentation.

- Chandler City Charter
- City Manager – Chandler Charter, Article III, Sections 3.01 and 3.02
- Current Charter Language (Approved in the original 1965 Charter)
- Article III – City Manager
    - Section 3.01. – Appointment, compensation, qualifications.

The Council shall appoint a city manager for an indefinite term and fix his compensation. The manager shall be appointed solely on the basis of his executive and administrative qualifications.

- Section 3.02. – Removal of city manager.
  The city manager may be removed with or without cause at any public meeting by a majority vote of all members of the City Council. In the event of removal, the manager will receive two months' severance pay.
  When the office manager becomes vacant the Council shall thereupon appoint an acting city manager who shall serve at the pleasure of the Council until a city manager is appointed.

- Charter Amendment Proposal
  - Section 3.01. – Appointment, compensation, qualifications.
    The Council shall appoint a city manager ~~for an indefinite term and fix his compensation~~ TO SERVE AT THE PLEASURE OF THE COUNCIL. The manager shall be appointed solely on the basis of his executive and administrative qualifications.
  - Section 3.02. – Removal of city manager.
    The city manager may be removed with or without cause at any public meeting by a majority vote of all members of the City Council. In the event of removal, the manager will receive ~~two months'~~ severance pay AS AGREED TO BY THE COUNCIL AND CITY MANAGER.
    When the office manager becomes vacant the Council shall thereupon appoint an acting city manager who shall serve at the pleasure of the Council until a city manager is appointed.
- Thank you! Questions?

COUNCILMEMBER HARRIS asked about the background leading to the current question, stating that he wanted additional information to help him better understand the issue and make an informed decision.

MS. KAO said members of Council requested a resolution brought forward for consideration, then the Law Department drafted a resolution to bring the charter into alignment with Council's desires and make this section of the charter comparable with sections regarding other appointed officers of the city.

COUNCILMEMBER HARRIS asked if the City Manager's contract adheres to the language as written in the current city charter or the proposed language.

MS. KAO advised that the City Manager's current contract is not in alignment with the language of the current city charter but is aligned with proposed language.

COUNCILMEMBER HARRIS asked if the City Manager's contract adheres to the language as written in the current city charter.

MS. KAO said no.

COUNCILMEMBER HARRIS asked what the City Manager's job is.

MS. KAO explained the City Manager's job is to manage all operations of the city.

COUNCILMEMBER HARRIS questioned if the language for his contract must be in alignment with the city charter.

MS. KAO said that is correct.

COUNCILMEMBER HARRIS asked how this situation of misalignment had arisen.

MS. KAO shared that she was not aware of the history of city manager contracts and was not privy to who prepares employment contracts for the City Manager or related negotiations.

MAYOR HARTKE commented that this language is from the original charter, previous Councils have worked with this charter language and written city manager contracts where this deviated. He remarked if it was the contract that serves as the rule of the law when addressing employee release or if it was the city charter.

MS. KAO shared she was not privy to the difference.

MAYOR HARTKE said contracts with city managers have been upheld and the rule of the law on this issue. He commented that this is like other charter amendments that needs to be considered.

COUNCILMEMBER POSTON commented that it is not good when the charter is out of alignment with the current practices of the city, despite prior actions. Councilmembers swore an oath to uphold the city charter and city staff is responsible for ensuring Council is aligned with the charter. When a misalignment is found, it ought to be addressed by Council and voters. This action will ensure the city charter is in alignment with employment contracts. She encouraged Council to move forward with action on this item, with the possibility of forwarding of it to the public.

MAYOR HARTKE invited public comment.

DUANE LIDMAN, 2301 W. Palomino Dr., Chandler, AZ, shared he had read Item 20 in full and supported Resolution No. 5914 to ensure Chandler can negotiate contracts and retain good employees.

LISA ASKEY, 2301 E. Indian Wells Dr., Chandler, AZ, agreed that the charter language is out of date and said Item 20, Resolution No. 5914 should go forward to accommodate a proper contract for the City Manager. She emphasized that both charter amendments should be considered fairly and equally.

COUNCILMEMBER ORLANDO asked what will occur when the city follows the current charter language.

MS. KAO clarified the question of what will occur when the city follows the current charter language. The charter language currently does not align with the City Manager's contract.

COUNCILMEMBER ORLANDO asked if Council would restructure the City Manager's contract to adapt to the language of the charter.

MS. KAO said it is up to the Council, the current opinion is not one of violation, but of not being in alignment with the charter.

COUNCILMEMBER ORLANDO said his role as a member of Council is to uphold the charter.

COUNCILMEMBER HARRIS asked about the difference between being out of alignment or being in violation of the charter.

MS. KAO gave an example of a section of charter language where it states that city manager will receive two months severance pay, if an employment contract with more than two months is in effect; that contract may not be in violation, but it is not in alignment. If Council wants an opinion to seek if the contract is in violation, she recommends deferring to a time when that could be provided in an attorney-client privilege setting to analyze and properly give legal advice. Whether or not the agreement would hold up in court is currently an open question.

COUNCILMEMBER HARRIS commented that he is unsure how the situation at hand, where the current City Manager contract denotes severance pay of six months while the charter language mandates two months, is a misalignment and not a violation. He spoke about the specific language referenced in the charter.

RUTH JONES, 273 E. Birchwood Pl., Chandler AZ, thanked City Council for their commitment to following the city charter. She commented that appointed officers of the city enforce and follow the city charter. City Council has the responsibility to set salary for officers which is set out by the charter.

## Action Agenda Item 20 Motion and Vote

Councilmember Orlando moved to pass and adopt Resolution No. 5914, ordering and calling a special election for November 4, 2025, for the submission of proposed amendments to the City Charter regarding the appointment and removal of the City Manager; directing publications as required by law; designating the place and time to accept arguments for and against the question; establishing the conduct of elections including ballot tabulation requirements; authorizing an agreement for services with the County and payment of election expenditures; setting forth the voter registration deadline and Voter Rights Act requirements; designating the election as an all-

mail ballot election; establishing canvassing and reporting requirements; and including a severability and ratification clause; Seconded by Councilmember Poston.

Motion carried unanimously (7-0).

# Informational

21. Contracts and Agreements Administratively Approved, Month of April 2025

Councilmember Encinas declared a conflict of interest and recusal on Item 21.

# Unscheduled Public Appearances

BROOK BEALL, 85 W. Teakwood Pl., Chandler AZ, spoke regarding SRP's regulation of e-bikes on the consolidated canal in Chandler. He requested that the City Attorney speak with SRP regarding the regulation of e-bikes on SRP canals.

COUNCILMEMBER HARRIS requested staff to look into correspondence with SRP regarding this subject.

ALAN JAMES, 727 W. Summit Pl., Chandler, AZ, spoke regarding the need for speed regulation in the Mission Valley neighborhood as a result of observed speeding.

MAYOR HARTKE asked City Manager staff to follow up.

# Current Events

## Mayor's Announcements

MAYOR HARTKE announced the grand opening of the expansion of Tumbleweed Recreation Center featuring an event hall, game area, classrooms, arts and crafts studio, fitness room, and a mini library aimed at enhancing community engagement and supporting multi-generational programming. He thanked staff's work in completing this project and residents for bringing this project to life.

MAYOR HARTKE shared he had the opportunity to represent Chandler in Germany as part of the German American Semiconductor City Network in order to connect, share ideas and experiences, and identify strategies and best practices that can be implemented. A great team was able to represent Chandler well and build international connections.

MAYOR HARTKE wished all Chandler graduates well and thanked teachers.

## Council's Announcements

COUNCILMEMBER ENCINAS congratulated the class of 2025.

COUNCILMEMBER POSTON said May is small business month and encouraged residents to shop local and shop Chandler.

COUNCILMEMBER ORLANDO spoke about the importance of recognizing Memorial Day.

COUNCILMEMBER HARRIS shared he had the opportunity to visit Washington D.C. as the chair of Valley Metro to advocate for Arizona's transportation, connectivity, and safety.

COUNCILMEMBER HARRIS shared the Culture Music in the Park event on Saturday, June 14 at Dr. A.J. Chandler Park starting at 7:00 p.m. to celebrate Juneteenth and Freedom Week. Other upcoming Juneteenth events include the 2025 Miss Juneteenth Arizona Scholarship Pageant on Friday, June 13 at Chandler Center for the Arts starting at 7:00 p.m., and the Seventh Annual Juneteenth Father's Day Mixer on Sunday, June 15 at Singing Pandas starting at 2:00 p.m. More information can be found at chandleraz.gov/Juneteenth.

COUNCILMEMBER HAWKINS said she had the opportunity to join Pastor James Brown at Full Life Church for their 100 years of history and service in Chandler.

### City Manager's Announcements

None.

## Adjourn

The meeting was adjourned at 9:42 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 26, 2025

## Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 22nd day of May 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2025.

_____

City Clerk

Chandler · Arizona
Where Values Make The Difference

## COMMENT CARD

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. 5913 (If applicable) ☐ Support ☒ Oppose

**Comments:**

The current charter is fine. I question the motive for this #5913. I would like the public to know WHO introduced this # and HOW it changes from before. The language must be PLAIN for readers / voters

Name: Timmy Tran
Address: 3681 S. Ashley Pl
City/State/Zip Chandler, AZ 85286
Phone: 480 434-9719

*Note: Contact information is included as part of the Public Record.

Chandler · Arizona
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## COMMENT CARD

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Date: 5/22/25

Agenda Item No. 5913 (If applicable) ☒ Support ☐ Oppose

**Comments:**

I am supporting Matt Orlando for Running for major. As Chandler residence since 2010, I have seen a wonderful growth in Chandler & businesses, particularly the Asian Community. Matt have been a strong leader and a wonderful Councilman full of understanding & compassion.

Name: UYEN TRAN
Address: 3681 S. Ashley Place
City/State/Zip Chandler AZ 85286
Phone: 310-634-7418

*Note: Contact information is included as part of the Public Record.

The current charter is perfectly fine. Pls be simple & plain 4 Vote

# COMMENT CARD

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Date: 5/22/25

Agenda Item No. 19 (If applicable) ☐ Support ☐ Oppose

**Comments:** Vote yes

Name: Tyson Bruder
Address: 762 W Dowdy St
City/State/Zip Chandler Az 85225
Phone: 602 920 0416

*Note: Contact information is included as part of the Public Record.

# COMMENT CARD

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**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. ~~#10~~ #19 (If applicable) ☐ Support ☐ Oppose

**Comments:** I'm here to voice my support for putting the Charter clarification on the Nov Ballot

Name: Jessica Dudley
Address: 1255 N. Arizona Ave Unit 1142
City/State/Zip Chandler, AZ 85225
Phone: 480-345-8345

*Note: Contact information is included as part of the Public Record.

# COMMENT CARD

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Date: 5/22/25

Agenda Item No. 19 (If applicable)

☑ Support ☐ Oppose

**Comments:**

I support 19

Name: Eileen Garces
Address: 311 W. Cardinal Way
City/State/Zip Chandler AZ 85286
Phone: 480-586-1184

*Note: Contact information is included as part of the Public Record.


# COMMENT CARD

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Date: 5/22/25

Agenda Item No. 19 (If applicable)

☑ Support ☐ Oppose

**Comments:**

Name: Teresa Torpis
Address: 533 W Carob Dr
City/State/Zip Chandler AZ 85248
Phone: 510 673-1364


*Note: Contact information is included as part of the Public Record.

Chandler · Arizona
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# COMMENT CARD

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Date: 5/22/25

Agenda Item No. 19 (If applicable)

☑ Support ☐ Oppose

**Comments:**

Name: Joseph Russo
Address: 2090 E. Flintlock Way
City/State/Zip Chandler, AZ 85286
Phone: 203-530-2587

*Note: Contact information is included as part of the Public Record.

Chandler · Arizona
Where Values Make The Difference

# COMMENT CARD

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: May 22 2025

Agenda Item No. 19 (If applicable)

☒ Support ☐ Oppose

**Comments:**

Support #19

Name: Martha Russo
Address: 2090 E Flintlock Wy
City/State/Zip Chandler AZ 85286
Phone: 203 687 5599

*Note: Contact information is included as part of the Public Record.

Chandler • Arizona
Where Values Make The Difference

## COMMENT CARD

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. 19 ~~& 20~~ (If applicable)

☒ Support ☐ Oppose

**Comments:**

Support Items 19 ~~& 20~~

Name: Brandy Reese
Address: 2671 E Iris Dr
City/State/Zip Chandler AZ 85286
Phone: n/a

*Note: Contact information is included as part of the Public Record.

Chandler • Arizona
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## COMMENT CARD

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. 19 & 20 (If applicable)

☐ Support ☒ Oppose

**Comments:**

Kevin Hartke + 2 others served a total of at least 16 consecutive years - 2 terms as council members + 2 terms as mayor. Why NOW have you decided to do this? This is crazy - and not at all needed.

Name: SUE Zanetti
Address: 540 S. Velero St.
City/State/Zip Chandler 85225
Phone: 602-565-4020

*Note: Contact information is included as part of the Public Record.

# COMMENT CARD

Chandler · Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22

Agenda Item No. By Laws (If applicable) ☐ Support ☒ Oppose

**Comments:**
The new interpretation upends >50 yrs of practice by this council & threatens Mayor Harkey's legitimacy.

Name: James Matayabas Jr.
Address: 1155 W. Wagner Dr.
City/State/Zip Gilbert AZ 85233
Phone: 480-825-4148

*Note: Contact information is included as part of the Public Record.

# COMMENT CARD

Chandler · Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. _____ (If applicable) ☐ Support ☐ Oppose

**Comments:**
Yes on ~~Item~~ Item 19 + 20

Name: Marsha Nagamoto
Address: 3591 S. Meadows Dr
City/State/Zip Chandler AZ
Phone: 480-705-6773

*Note: Contact information is included as part of the Public Record.

Comment Only

# SPEAKER CARD

**If you wish to speak before the City Council, please complete this form and submit to the City Clerk. Speakers have 3 minutes to address the City Council.**

Date: 8/22/25

~~I would like to speak:~~

- ☐ Under "Unscheduled Public Appearances" regarding an item not on the agenda.

I would like to speak:

- ☐ Regarding Agenda Item Number 19.
  - ☒ Support
  - ☐ Oppose

Are you employed by or representing the applicant / landowner or anyone other than yourself?

- ☐ Yes
- ☐ No

Name Michelle Daly
Address 1710 E Helen
City/State/Zip Chandler AZ 85286
Phone

**Note: Contact information is included as part of the Public Record.*

Chandler · Arizona
Where Values Make The Difference

# COMMENT CARD

Chandler · Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. 19 & 20 (If applicable)

☑ Support ☐ Oppose

**Comments:** Vote yes for #19 and #20

Name: GARY NAGAMOTO
Address: 3511 S MEADOWS DR
City/State/Zip Chandler AZ 85248
Phone: 480-861-8880

*Note: Contact information is included as part of the Public Record.

# COMMENT CARD

Chandler · Arizona
Where Values Make The Difference

If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.

Date 5/22/25

Agenda Item No. 19 (If applicable)

☒ Support ☐ Oppose

Comments:

See attached

Name Sue Harrington
Address 671 N. Madrid Ln
City/State/Zip Chandler, AZ 85226
Phone 602-550-8568

*Note: Contact information is included as part of the Public Record.

VOTE YES TO AGENDA ITEMS 19 AND 20

SUPPORT CHARTER CHANGE AND PUT ON BALLOT.

SIMPLY PUT

A YES VOTE BY THE MAYOR AND COUNCIL WILL AFFORD CONSTITUENTS THE OPPORTUNITY FOR PUBLIC INPUT AND MOST IMPORTANTLY THE OPPORTUNITY TO VOTE YES OR NO ON THIS ISSUE IN NOVEMBER.

A NO VOTE BY THE MAYOR AND COUNCIL WILL DEMONSTRATE THAT INPUT FROM CONSTITUENTS IS NOT WANTED.

ELECTION VIOLATIONS OF THE CITY OF CHANDLER CHARTER, FOR PAST ELECTIONS, MUST BE INTERPRETED AND ENFORCED UNDER THE CHARTER IN WHICH THE VIOLATION OCCURRED.

# COMMENT CARD

Chandler • Arizona

If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.

Date: 5/22/25

Agenda Item No: 19 & 20 (If applicable)

☒ Support ☐ Oppose

Comments:

See Attached

Name: Michael Harrington

Address: 671 N Madrid Dr

City/State/Zip: Chandler AZ 85226

Phone: 575-491-8750

*Note: Contact information is included as part of the Public Record.

VOTE YES TO AGENDA ITEMS 19 AND 20

SUPPORT CHARTER CHANGE AND PUT ON BALLOT.

SIMPLY PUT

A YES VOTE BY THE MAYOR AND COUNCIL WILL AFFORD CONSTITUENTS THE OPPORTUNITY FOR PUBLIC INPUT AND MOST IMPORTANTLY THE OPPORTUNITY TO VOTE YES OR NO ON THIS ISSUE IN NOVEMBER.

A NO VOTE BY THE MAYOR AND COUNCIL WILL DEMONSTRATE THAT INPUT FROM CONSTITUENTS IS NOT WANTED.

ELECTION VIOLATIONS OF THE CITY OF CHANDLER CHARTER, FOR PAST ELECTIONS, MUST BE INTERPRETED AND ENFORCED UNDER THE CHARTER IN WHICH THE VIOLATION OCCURRED.

# COMMENT CARD

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**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5-22-25

Agenda Item No. 19 (If applicable)

☒ Support ☐ Oppose

**Comments:** See attached

Name: Robert Sawyer
Address: 1158 W Linda Lane
City/State/Zip Chandler AZ 85224
Phone: 480 326-2112

*Note: Contact information is included as part of the Public Record.

# COMMENT CARD

Chandler • Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5-22-25

Agenda Item No. 19 & 20 (If applicable)

☒ Support ☐ Oppose

**Comments:**

Name: Robert Sawyer
Address: 1158 W. Linda LN.
City/State/Zip Chandler, AZ 85224
Phone: 4808405522

*Note: Contact information is included as part of the Public Record.

VOTE YES TO AGENDA ITEMS 19 AND 20

SUPPORT CHARTER CHANGE AND PUT ON BALLOT.

SIMPLY PUT

A YES VOTE BY THE MAYOR AND COUNCIL WILL AFFORD CONSTITUENTS THE OPPORTUNITY FOR PUBLIC INPUT AND MOST IMPORTANTLY THE OPPORTUNITY TO VOTE YES OR NO ON THIS ISSUE IN NOVEMBER.

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## COMMENT CARD

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. 20 (If applicable) ☒ Support ☐ Oppose

**Comments:**

Vote yes

Name: Tyson Bruder
Address: 762 W Toledo St
City/State/Zip Chandler AZ 85225
Phone: 602 920 0416

*Note: Contact information is included as part of the Public Record.

## COMMENT CARD

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. #20 (If applicable) ☐ Support ☐ Oppose

**Comments:**

I'm here to voice my support for putting the Charter clarification on the NOV Ballot

Name: Jessica Didlick
Address: 1253 N Arizona Ave Unit 142
City/State/Zip Chandler, AZ 85225
Phone:

*Note: Contact information is included as part of the Public Record.

# COMMENT CARD

Chandler · Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. 20 (If applicable)

☑ Support ☐ Oppose

**Comments:**

I Support 20

Name: Eileen Gares
Address: 311 W. Cardinal Way
City/State/Zip Chandler AZ 85286
Phone: 480-586-1184

*Note: Contact information is included as part of the Public Record.

# COMMENT CARD

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Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. 20 (If applicable)

☑ Support ☐ Oppose

**Comments:**

Name: Teresa Torpis
Address: 533 W Carob Dr
City/State/Zip Chandler AZ 85248
Phone: 510 673-1364

*Note: Contact information is included as part of the Public Record.

## COMMENT CARD

Chandler • Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. 20 (If applicable) ☒ Support ☐ Oppose

**Comments:**
Please clarify the City Charter.

Name: Aglan Kurdoglu
Address: 1214 W. Shawnee Dr
City/State/Zip Ch 85224
Phone: 480-570-8537

*Note: Contact information is included as part of the Public Record.

## COMMENT CARD

Chandler • Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5-22-25

Agenda Item No. 20 (If applicable) ☒ Support ☐ Oppose

**Comments:**
As an elected LD13 Chair, I am in support representing my Chandler constituents.

Name: Deborah Matayabas
Address: 1155 W. Wagner Drive
City/State/Zip Gilbert, AZ 85233
Phone: 480, 821-4430

*Note: Contact information is included as part of the Public Record.

## COMMENT CARD

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. 20 (If applicable)

☒ Support ☐ Oppose

**Comments:**

Name: Brandy Reese
Address:
City/State/Zip Chandler AZ 85286
Phone:

*Note: Contact information is included as part of the Public Record.

## COMMENT CARD

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: May 22 2025

Agenda Item No. 20 (If applicable)

☒ Support ☐ Oppose

**Comments:**

support #20

Name: Martha Russo
Address: 2090 E Flintlock Way
City/State/Zip Chandler AZ 85286
Phone: 203 687 5599

*Note: Contact information is included as part of the Public Record.

Chandler · Arizona
Where Values Make The Difference

# COMMENT CARD

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/22/25

Agenda Item No. 20 (If applicable)

☑ Support ☐ Oppose

**Comments:**

Name: Joseph D. Russo
Address: 2090 E. Flintlock Way
City/State/Zip Chandler, AZ 85286
Phone: 203-530-2587

*Note: Contact information is included as part of the Public Record.

Chandler • Arizona

# COMMENT CARD

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk**

Date 5/22/25

Agenda Item No. 6 & 20 (If applicable)

☒ Support ☐ Oppose

**Comments:**

See Attached

Name Sue Harrington

Address 671 N Madrid Ln

City/State/Zip Chandler, AZ 85226

Phone 602-550-8568

*Note: Contact information is included as part of the Public Record.

VOTE YES TO AGENDA ITEMS 19 AND 20

SUPPORT CHARTER CHANGE AND PUT ON BALLOT.

SIMPLY PUT

A YES VOTE BY THE MAYOR AND COUNCIL WILL AFFORD CONSTITUENTS THE OPPORTUNITY FOR PUBLIC INPUT AND MOST IMPORTANTLY THE OPPORTUNITY TO VOTE YES OR NO ON THIS ISSUE IN NOVEMBER.

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Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 5:35 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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

Submitted on Thu, 05/22/2025 - 05:35 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Carl Davenport

**Address**
3672 S Rosemary Dr
Chandler, Arizona. 85248

**Phone Number**
(602) 980-8184

**Support/Oppose**
Support

**Comments**
I vote yes on agenda item 19

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 5:37 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Report Suspicious

Submitted on Thu, 05/22/2025 - 05:37 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Carl Davenport

**Address**
3672 S Rosemary Dr
Chandler, Arizona. 85248

**Phone Number**
(602) 980-8184

**Agenda Item No.**
agenda item 20

**Support/Oppose**
Support

**Comments**
I vote yes on agenda item 20

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 5:50 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

**This Message Is From an External Sender**
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Submitted on Thu, 05/22/2025 - 05:49 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Chantal VanKlompenberg

**Address**
4375 S. Melody Drive
Chandler, Arizona. 85249

**Phone Number**
(480) 313-0317

**Support/Oppose**
Support

**Comments**
I suppott Matt Orlando to run for Mayor!

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 5:47 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

**This Message Is From an External Sender**
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Submitted on Thu, 05/22/2025 - 05:47 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Marion Smith

**Address**
916 S. Brentwood Place
Chandler, Arizona. 85224

**Phone Number**
(480) 250-5703

**Agenda Item No.**
19

**Support/Oppose**
Support

**Comments**
I vote yes on agenda 19

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 5:48 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

**This Message Is From an External Sender**
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Report Suspicious

Submitted on Thu, 05/22/2025 - 05:48 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Marion Smith

**Address**
916 S. Brentwood Place
Chandler, Arizona. 85224

**Phone Number**
(480) 250-5703

**Agenda Item No.**
20

**Support/Oppose**
Support

**Comments**
I vote yes on agenda 20

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 5:53 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Submitted on Thu, 05/22/2025 - 05:53 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Marvie Norfor

**Address**
916 S. Brentwood place
Chandler, Arizona. 85224

**Phone Number**
(480) 586-8855

**Agenda Item No.**
19

**Support/Oppose**
Support

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 5:54 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Submitted on Thu, 05/22/2025 - 05:54 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Marvie Norfor

**Address**
916 S. Brentwood place
Chandler, Arizona. 85224

**Agenda Item No.**
19

**Support/Oppose**
Support

**Comments**
I vote yes on 19 agenda

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 5:55 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Submitted on Thu, 05/22/2025 - 05:55 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Marvie Norfor

**Address**
916 S BRENTWOOD PL
Chandler, Arizona. 85224

**Phone Number**
(480) 586-8855

**Agenda Item No.**
20

**Support/Oppose**
Support

**Comments**
I vote yes on 20 agenda

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 5:31 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

**This Message Is From an External Sender**
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Submitted on Thu, 05/22/2025 - 05:31 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Rachel Davenport

**Address**
3672 S ROSEMARY DR
Chandler, Arizona. 85248

**Phone Number**
(602) 980-8509

**Agenda Item No.**
19

**Support/Oppose**
Support

**Comments**
I vote yes on agenda item 19.

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 5:32 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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

Submitted on Thu, 05/22/2025 - 05:32 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Rachel Davenport

**Address**
3672 S ROSEMARY DR
Chandler, Arizona. 85248

**Phone Number**
(602) 980-8509

**Agenda Item No.**
20

**Support/Oppose**
Support

**Comments**
I vote yes on agenda item 20.

**From:** Cindy Hans <chans1@gmail.com>
**Sent:** Tuesday, May 20, 2025 5:12:16 PM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Charter confusion--ask the voters!

**This Message Is From an Untrusted Sender**
You have not previously corresponded with this sender.

Report Suspicious

I understand there is a legal debate that puts the language in the City Charter in conflict with either current contracts OR directly oppose what has been standard practice (allowing council members to run for Mayor after terming out and vice versa).

This should NOT be a legal issue determined by the court. The language is not clear when it direct opposition to practice.

Let the voters decide on the 2025 Ballot in advance of the 2026 elections.

As a voting citizen of Chandler, I do not want my voting preferences challenged and thrown out in court: Chandler has a history of well qualified leaders who are duly elected. They bring institutional knowledge to their office and voters should know that their vote for experienced leaders or new challengers is counted because the CHARTER has been clarified by the voters.

I remember a special election to align the City elections with the Primary elections (when held) -- let's get this settled by the voters.

Thank you.
Cynthia Hans
625 N Hamilton St Unit 17
Chandler AZ 85225

**From:** Jeff <langj01@gmail.com>
**Sent:** Tuesday, May 20, 2025 1:54:12 AM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Mayor Issue

**This Message Is From an Untrusted Sender**
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Report Suspicious

Hartke, Ellis, and Harris should not be mayor. They support large gas stations over local businesses, safety, and actual Chandler residents.  Matt Orlando, however, would make a fine mayor! He listens to the voices of his constituents.

That aside, voters should decide on mayors—not lawyers.  Maybe the city needs new counsel.

-Jeff Lang
Sent from my iPhone

**From:** DEBRA NAKATA <debranakata@gmail.com>
**Sent:** Wednesday, May 21, 2025 6:19:23 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Two year Councilmen for Mayor

**This Message Is From an Untrusted Sender**
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Report Suspicious

For 50 years a Councilman could run for Mayor. Why all of a sudden Chandler City Attorney is saying ineligible? Crazy!
I support two year Councilmen be ELIGIBLE to run for mayor.
Sent from my iPad

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Wed 5/21/2025 11:31 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Report Suspicious

Submitted on Wed, 05/21/2025 - 11:30 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Jimmy tran

**Address**
3681 S Ashley Pl
Chandler, Arizona. 85286

**Phone Number**
(310) 434-9719

**Support/Oppose**
Support

**Comments**
Matt Orlando has been serving the city of Chandler and all communities throughout his term. I believe continuity is important. The mayor post might be term limit, but the city council does not have to be. Mr. Orlandos Mr. Orlandos outstanding service should continue as long as he is able to serve the diverse population of this proud city, a shining beacon in the state of Arizona

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Wed 5/21/2025 5:03 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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

Report Suspicious

Submitted on Wed, 05/21/2025 - 05:03 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Matt Orlando

**Address**
3681 South Ashley Place
Chandler, Arizona. 85286

**Phone Number**
(310) 634-7418

**Support/Oppose**
Support

**Comments**
Matt Orlando is a wonderful leader and a man with his words. I got to know him recently by being in the committee hosting Vietnam's 50th Remembrance on April 26th, hosted by the great city of Chandler. Att Orlando was professional, understanding, and a huge support. We appreciate his leadership as well as his compassion to different cultures.

**From:** Russell Allen <rlerussmeski@cox.net>
**Sent:** Wednesday, May 21, 2025 8:03:28 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** term limits

**This Message Is From an Untrusted Sender**
You have not previously corresponded with this sender.

Report Suspicious

Mayor and Council,

I find it strange that the City Attorney just discovered that 2 term council persons are ineligible for the office of Mayor. I have lived in Chandler for 35 years and can think of a number of individuals that served 2 terms on the council before running for Mayor. It seems to me that we will lose expertise and experience if we persue this course.

Thank You
Russell Allen

**From:** Sara Allen <resma@cox.net>
**Sent:** Thursday, May 22, 2025 3:16:04 AM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Clarification of the City Charter

**This Message Is From an Untrusted Sender**
You have not previously corresponded with this sender.

Report Suspicious

Dear Mayor Hartke and Chandler City Council:

I think it is interesting that at least three Republican Chandler City Council Members ran for Mayor right after serving on the City Council. Could it be that a Democrat or the possibility of an Independent or not the "right kind of Republican" run someday and not be allowed to because of this convenient ruling by the City Attorney?

I think it is important the Citizens of Chandler vote on this issue, please put this need for clarification of the City Charter on the ballot!

Sara Allen
May 21, 2025
Chandler

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Wed 5/21/2025 11:31 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Report Suspicious

Submitted on Wed, 05/21/2025 - 11:30 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Uyen -Wen Tran

**Address**
3681 South Ashley Place
Chandler, Arizona. 85286

**Phone Number**
(310) 634-7418

**Support/Oppose**
Support

**Comments**
Matt Orlando have been a wonderful leader and a man full of compassion and kindness for the city. He continues to be a service and has a full understanding diverse of our proud city. He's a real and honorable humble man and leader.

**From:** kkaspurr@q.com <kkaspurr@q.com>
**Sent:** Thursday, May 22, 2025 3:15:57 PM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Resolutions 5913 and 5914

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Dear Mayor and Councilmembers,

As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold transparency, fairness, and public trust.

Sincerely,
Amy Egan
Chandler Voter

**From:** Ann Adams <ann@annadamsrealty.com>
**Sent:** Thursday, May 22, 2025 5:29:10 PM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Vote No on 5913 and 5914

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Dear Mayor and councilmembers,

Hiding changes from public view with no public hearing does not respect Chandler residents. Please build public trust with a proper hearing.

**Warm Regards and Many Blessings! :-)**

Ann Adams
Ann Adams REALTY
Real Estate Consultants
Designated Broker/Owner - CRS, GRI, E-Pro, MBA
602-330-2323
480-223-6327
ann@annadamsrealty.com
www.azfreehomelistings.com

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review us on Google
review us on Zillow
review us on Realtor.com

**From:** Beth Higa <bethhiga@hotmail.com>
**Sent:** Thursday, May 22, 2025 8:38:29 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on resolutions 5913 and 5914

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Report Suspicious

Dear Mayor and Councilmembers,

+

As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments

—Resolutions 5913 and

5914-on the agenda with less than 48 hours'

and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view.

They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

+

I strongly urge you to vote

NO on these resolutions until the public has had time

to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold

transparency, fairness, and public trust.

Sincerely,

Beth L Higa

Chandler voter

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**From:** scrmntbeth@aol.com <scrmntbeth@aol.com>
**Sent:** Thursday, May 22, 2025 2:57:03 PM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Vote No on Resolutions 5913 & 5914--Charter Changes and City Manager

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Report Suspicious

Dear Mayor and Councilmembers,

As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold transparency, fairness, and public trust.

Sincerely,

Beth King

Chandler Voter

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 2:43 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Submitted on Thu, 05/22/2025 - 02:43 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Cicely Rocha-Miller

**Address**
310 West San Marcos Drive
Chandler, Arizona. 85225

**Phone Number**
(480) 993-7932

**Comments**
Dear Mayor and Councilmembers, As a longtime resident of Chandler, I am writing to express my strong support for placing Resolution 5913 on the November 2025 ballot. I offer this comment not as someone involved in politics, but as an engaged community member who cares deeply about the fairness, clarity, and unity of our city's leadership process. I was surprised to learn of the recent legal interpretation suggesting that a two-term councilmember is now ineligible to run for mayor. This contradicts the 50-year precedent our city has followed, where councilmembers could serve two terms followed by two terms as mayor. That model has helped provide continuity, experience, and effective leadership. What is even more concerning is that this interpretation appears at the exact moment Councilmember Matt Orlando, an Air Force veteran, small business owner, and 16-year public servant is preparing to run for mayor. At the same time, a two-term councilmember and two-term mayor has filed to run for council again, a move I have never seen before. To me, this feels calculated and potentially politically motivated. Councilmember Orlando's overwhelming support in the last election, where he won all but one precinct, speaks volumes about the trust he has earned from Chandler residents. He has served our city with integrity and commitment, and I believe he deserves the opportunity to continue serving in the role of mayor if the voters choose him. That is why I respectfully urge you to adopt Resolution 5913 and allow Chandler voters to clarify our charter. This amendment protects our city from unnecessary litigation, ensures consistency going forward, and most importantly lets the people decide. Thank you for your time and thoughtful consideration. Sincerely, Cicely Rocha-Miller Chandler, AZ

**From:** Derek Logan <delogan1@gmail.com>
**Sent:** Thursday, May 22, 2025 6:21:55 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resolutions 5913 & 5914 – Charter Changes & City Manager

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Report Suspicious

Dear Mayor and Councilmembers,

As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold transparency, fairness, and public trust.

Sincerely,

Derek Logan
Chandler Voter

**From:** Diane Ortiz-Parsons <preference1972@gmail.com>
**Sent:** Wednesday, May 21, 2025 11:53:25 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>; Diane Ortiz-Parsons <preference1972@gmail.com>
**Subject:** Resolutions 5913 & 5914

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Dear Mayor and Councilmembers,

As a lifelong resident and voter in Chandler, I am concerned with placing significant charter amendments (Resolutions 5913 and 5914) on the agenda with less than 48 hours' notice and without a public hearing.

Chandler's residents have always had a healthy relationship with the council and the city management. Do not rush changes to our City Charter and hide decision-making processes from public view.

I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing. These resolutions require careful attention and should not be rushed.

Please do the right thing for our city. Our city must uphold transparency, fairness, and public trust in all decisions. We are counting on you to do that, and we expect you to do that, because it's the right thing!

Diane Ortiz-Parsons,
Chandler Voter

**From:** DUANE LIDMAN <partyofsids@msn.com>
**Sent:** Thursday, May 22, 2025 12:32:35 AM (UTC) Coordinated Universal Time
**To:** Kevin Hartke <Kevin.Hartke@chandleraz.gov>; Christine Ellis <Christine.Ellis@chandleraz.gov>; Angel Encinas <Angel.Encinas@chandleraz.gov>; Jane Poston <Jane.Poston@chandleraz.gov>; Matt Orlando <Matt.Orlando@chandleraz.gov>; OD Harris <OD.Harris@chandleraz.gov>; Jennifer Hawkins <Jennifer.Hawkins@chandleraz.gov>
**Cc:** josh.wright@chandleraz.gov <josh.wright@chandleraz.gov>
**Subject:** Action Agenda Items 19 & 20

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Mayor Hartke
Council Members

I am in support of action agenda item 19, Resolution 5913 and action agenda item 20, Resolution 5914 calling for a special election to amend the city charter and I am respectfully requesting your support for these action agenda items.

Thank you for your consideration of my request.
Duane Lidman

**From:** James Egan <eganj36@yahoo.com>
**Sent:** Thursday, May 22, 2025 3:09:10 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Resolutions 5913 and 5914

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Report Suspicious

Dear Mayor and Council members,

As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold transparency, fairness, and public trust.

Sincerely,
James Egan
Chandler Voter

**From:** joshua@rocketchics.com <joshua@rocketchics.com>
**Sent:** Wednesday, May 21, 2025 10:40:07 PM (UTC-07:00) Arizona
**To:** Kevin Hartke <Kevin.Hartke@chandleraz.gov>; Christine Ellis <Christine.Ellis@chandleraz.gov>; Angel Encinas <Angel.Encinas@chandleraz.gov>; OD Harris <OD.Harris@chandleraz.gov>; Jennifer Hawkins <Jennifer.Hawkins@chandleraz.gov>; Matt Orlando <Matt.Orlando@chandleraz.gov>; Jane Poston <Jane.Poston@chandleraz.gov>
**Cc:** Joshua Wright <Joshua.Wright@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; lisa@rocketchics.com <lisa@rocketchics.com>
**Subject:** Council Mtg 05/22/25 Agenda Resolution #5913 & #5914 - VOTE NO

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Honorable Councilmembers:

I know that it has been the practice of current and previous councilmembers to violate this clear limitation of terms within the Charter. Shame on legal council and the City Clerk for not enforcing Section 2.01(e). I understand the desire to amend this section of the Charter, but I don't think it should be rushed in the manner it has been in order to accommodate a singular councilmember to run again. I personally like the limitation, because it will force more constituents to get involved in the election process as opposed to confining power to a limited few. If the Council is insistent in doubling the consecutive years, then propose this amendment to be on the November 3, 2026 ballot, this way the will of the people can prevail over the self-interest of rushed councilmembers. Please vote No on this resolution #5913.

Section 2.01(e)
*Limitation of terms.* No person shall be eligible to be elected to the office of councilmember for more than two (2) consecutive terms, or to the office of mayor for more than two (2) consecutive terms or to more than a consecutive combination of same. A person elected to two (2) consecutive terms as a councilmember or two (2) consecutive terms as mayor **or a *combination of same* as above set forth *shall not be eligible* to hold either office again until four (4) years have elapsed**.

Now concerning Resolution #5914, please vote NO. It appears that the Council is wanting to codify its current application of the charter as opposed to what the charter clearly enumerates. Let's hold off on both these amendments until a charter commission constituted by constituents can be formed to vet these concerns.

On a side note, if these two violations of the charter have been perpetuated by Council for years, then I wonder how many other charter sections are being violated…hmmmm, maybe it's time for the Council to moor the City back to its Charter! I would recommend Council requires each agenda action item to site the section of the Charter that authorizes the Council to perform such action!

I honestly do want the best for you Councilmembers and the City of Chandler. I do appreciate your service and consideration to my concerns!

Respectfully,

Joshua Askey

**From:** Kari Zurn <kzurn@vipmtginc.com>
**Sent:** Thursday, May 22, 2025 4:20:57 AM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Cc:** Kari Zurn <kzurn@vipmtginc.com>
**Subject:** VOTE NO on Resolution 5913 & 5914 - Term limits & City Manager

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Dear Mayor & Council,

As a resident and committed community member of Chandler since 1999, I am extremely appalled that amendments to our City Charter are being considered with no public input or involvement.

Please reject the proposed amendments until further research and time can be spent with further public feedback.

Respectfully Submitted,
Kari Zurn

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**Kari Zurn**
Producing Branch Manager
The Zurn Team

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Scottsdale, AZ 85258

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**From:** Kathryn Farkas <kafarkas51@gmail.com>
**Sent:** Thursday, May 22, 2025 3:38:52 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Vote NO on Resolutions 5913 & 5914- Charter Changes

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1. I am concerned about the sudden decision to place major Chandler charter amendments (5913 & 5914) on the agenda with no notice or public hearing.
2. Changes to Chandler City Charter should never be rushed or hidden from public view.
3. **Please VOTE NO on tonight's resolutions and ask them to postpone voting on the amendments and defer them to a citizen review committee that has been set**
4. **This is very disappointing. I thought the City of Chandler was above these shenanigans.**

Sincerely,

Kathryn Farkas
1271 E Linda Lane
Chandler, AZ 85225-5314
kafarkas51@gmail.com
kfarkas@farkas.net
kathryn_farkas@hotmail.com

**From:** Ken McAllister <kenmcallister@yahoo.com>
**Sent:** Thursday, May 22, 2025 5:38:21 PM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resolutions 5913 & 5914 – Charter Changes & City Manager

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Report Suspicious

Dear Mayor and Councilmembers,

As a dedicated Arizona resident and voter, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for Chandler and uphold transparency, fairness, and public trust.

Sincerely,
Ken

**From:** Kirk Henson <Kirkhenson1000@gmail.com>
**Sent:** Thursday, May 22, 2025 8:46:52 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>; Kirk Henson <Kirkhenson1000@gmail.com>
**Subject:** VOTE NO on Resolutions 5913 and 5914 - Charter changes and City Manager

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Report Suspicious

Dear Mayor and Councilmembers,

As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold transparency, fairness, and public trust.

Sincerely,
Kirk Henson
Chandler Voter

**From:** Laura Belcourt <lauraBelcourt19@gmail.com>
**Sent:** Thursday, May 22, 2025 8:04:05 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Vote No on 5913 & 5914

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**To:** MayorandCouncil@chandleraz.gov
**Subject:** VOTE NO on Resolutions 5913 & 5914 – Charter Changes & City Manager

Dear Mayor and Councilmembers,

As a resident, voter and precinct committeeman for LD-13 in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I strongly urge you to vote **NO** on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold transparency, fairness, and public trust.

Sincerely,
Laura Belcourt
Precinct Committeeman, LD-13
Chandler Voter

**From:** Lisa Askey <lisa@rocketchics.com>
**Sent:** Thursday, May 22, 2025 4:05:20 AM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resolution 5913 and 5914 – term limits & city manager

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Dear Mayor and Chandler City Council members,

As a longtime resident and committed community member in Chandler, I am extremely appalled that amendments to our City Charter are being considered with NO public input or involvement. Please reject the proposed amendments until further research and time can be spent with public feedback.

Lisa Askey
Chandler resident and voter

**From:** Lisa Floyd <lfloyd999@gmail.com>
**Sent:** Thursday, May 22, 2025 7:26:56 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resolutions 5913 & 5914 – Charter Changes & City Manager

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Report Suspicious

Dear Mayor and Councilmembers,

As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold transparency, fairness, and public trust.

Sincerely,
Lisa Floyd
Concerned Chandler Voter

**From:** Liz Speciale <liz_speciale@yahoo.com>
**Sent:** Thursday, May 22, 2025 2:20:34 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Vote NO on Resolutions 5913 & 5914- Charter Changes

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Dear Mayor and City Council Members,

It has been brought to my attention that a vote on resolutions 5913 & 5914 will be brought for a vote tonight. I am unable to attend tonight's meeting but want to express my concern. This seems to be a sudden decision to place major Charter amendments 5913 & 5914 on tonight's agenda with no notice or public hearing. It feels rushed and hidden from public view. Why is this approach being taken on these amendments? I urge you to allow the citizens of Chandler time to understand these amendments without rushing them to a vote.

Kind regards,

Liz Speciale

**From:** Marcia Courson <coursonmarcia@yahoo.com>
**Sent:** Thursday, May 22, 2025 2:43:33 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Resolutions 5913 and 5914

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Please vote no on these resolutions tonight and then step back to study and discuss.
Thanks,
Marcia Courson
Fulton Ranch
Sent from my iPhone

**From:** azid13indigo <azid13indigo@proton.me>
**Sent:** Thursday, May 22, 2025 8:52:02 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resolutions 5913 & 5914 – Charter Changes & City Manager

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Aloha Mayor Hartke and Councilmembers,

As a 13-year Chandler resident and voter in Chandler, I am highly concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

We should never rush any official business actions (let alone amendments) which impact the entire community and especially when it impacts the election process. As elected officials, it's imperative as a representative body, to remain transparent and provide full disclosure to the public with nothing rushed...nothing hidden from public view. Chandler voices should be included in the review of our charter and any amendments as Chandler residents. To abruptly pushing resolutions 5913 & 5914 forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

Please vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city. Please uphold transparency, fairness, and public trust.

Sincerest Mahalo,

Marica Weiss

Chandler Voter
CIVIC 2024

**From:** Melinda Hamilton <melindahamilton0307@gmail.com>
**Sent:** Wednesday, May 21, 2025 9:08:29 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resolution 5913 & 5914 - Term limits & City Manager

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Mayor Hartke and City Council members,

As a longtime resident and committed community member in Chandler, I am extremely appalled that amendments to our City Charter are being considered with NO public input or involvement. Please reject the proposed amendments until further research and time can be spent with public feedback.

Melinda Hamilton
Chandler Voter

Sent from my iPhone

**From:** Mike King <mikeaking61@gmail.com>
**Sent:** Thursday, May 22, 2025 3:03:40 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Resolutions 5913 and 5914-Charter Changes and City Manager

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I have been a Chandler resident for nearly 20 years. I understand you are going to vote on the above two resolutions with adequate notice or a public hearing.

We need more transparency in government and voting yes on these two resolutions does not give us that. We need more time and discussion to hear the views of each side and the merits of the resolutions.

I urge you to vote NO on these resolutions until we have had proper time to review the resolutions.

Continue to instill public trust and vote No on these resolutions

Chandler Resident and voter in every election.

Mike King.

**From:** Phyllis Lester <phyllislesterdesigns@gmail.com>
**Sent:** Thursday, May 22, 2025 7:25:59 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resoltions 5913 and 5914

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Dear Mayor and Councilmembers.,
As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments- Resolutions 5913 and 5914 on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from the public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines te trust and integrity that Chandler has long stood for.

I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold transparency, fairness and public trust.

Sincerely,
Phyllis Lester
Chandler Voter
Precinct Committee person, Captain of Nightingale Precinct
State Committee person
Deputy Registrar

**From:** Rafael Sanchez <rafaelesanchez@cox.net>
**Sent:** Thursday, May 22, 2025 6:36:20 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resolutions 5913 & 5914 – Charter Changes & City Manager

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Report Suspicious

Dear Mayor and Councilmembers,

As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold transparency, fairness, and public trust.

Sincerely,
Rafael Sanchez
Chandler Voter

**From:** Rene Lopez <jrlopezrep@gmail.com>
**Sent:** Thursday, May 22, 2025 6:02:16 PM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Cc:** jrlopezrep@gmail.com <jrlopezrep@gmail.com>
**Subject:** VOTE NO on Resolution 5913 & 5914 - Term limits & City Manager

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Mayor and Council,

When I found out about the needed Charter changes, I was surprised as you all are. I understand the need to address, however, the rushed nature you are going about this seems very haphazard and after reading through the Agenda and proposed changes, there is still ambiguity and other addittional changes raiseing more questions.

Please vote no and do this the right way by getting public review and input.

Respectfully,
Rene Lopez
(602) 617-1354
jrlopezrep@gmail.com

**From:** Rick Beaver <rabeaver@yahoo.com>
**Sent:** Thursday, May 22, 2025 5:44:10 PM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resolutions 5913 & 5914-Charter Changes & City Manager

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Report Suspicious

Dear Mayor and Councilmembers,
As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.
Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.
I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.
Please do the right thing for our city and uphold transparency, fairness, and public trust.
Sincerely,
Richard A. Beaver
Chandler Voter

**From:** S Ash <sashbaugh1600@gmail.com>
**Sent:** Thursday, May 22, 2025 7:32:39 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resolutions 5913 & 5914 – Charter Changes & City Manager

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Report Suspicious

Dear Mayor and Councilmembers,

As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I strongly urge you to vote **NO** on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold transparency, fairness, and public trust. Thank you.

Sincerely,
**Sandy Ashbaugh**
Chandler Voter for 22 years

**From:** Scott Ashbaugh <scottashbaugh@yahoo.com>
**Sent:** Thursday, May 22, 2025 2:22:40 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resolutions 5913 & 5914 – Charter Changes & City Manager

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Dear Mayor and Council members,

I will be there tonight to voice my strong opinion along with neighbors. If what I think you're trying to pull off is going to be happening, be prepared to explain yourselves. Do what's right, uphold the wishes of the citizens of Chandler whom have already voiced their opinion/direction, and vote NO.

As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I strongly urge you to vote **NO** on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold transparency, fairness, and public trust.

Sincerely,
**Scott G Ashbaugh**
Chandler Voter

Sent from my iPhone

**From:** Scott Onyett <sonyett@local493.org>
**Sent:** Thursday, May 22, 2025 11:34:08 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Proposed Charter Resolutions

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Dear Mayor and Councilmembers,

As the elected president of the firefighter's association, I represent over 220 sworn members in the city of Chander, and well over 3000 sworn members in the Phoenix metro area. I am submitting this request to ask you to vote yes on the two proposed resolutions, No 5913, No 5914. We have a long history of success that is based on sound practices that have been proven over time. Decades of trial and error have led us to the successful model we use today. We have demonstrated as voters that we not only value innovation but also the value of experience in leadership. It would be a tremendous mistake to change the practice that's led us to such success as a city and community.

What I find unsettling is the timing and sequence of events as being reported in the media. After decades of elections and years of City Charter Commissions and reviews with consistent outcomes, now suddenly we have a brand-new interpretation on a long-standing existing practice. It is being reported that at no point in the last several elections where this specific issue would have called into question several candidates' eligibility, was there any scrutiny of the City Charter or concerns identified. And now, abruptly, a new interpretation was triggered and ruled on in what appears to be an expedited fashion. It disturbs me to feel like the city we have all invested so much time and energy into creating a thriving welcoming community, has been invaded by Washington politics.

We can do better than this.

Respectfully,

**Chandler Chapter President**
**United Phoenix Firefighters Association Local 493**
**Scott Onyett**

**From:** Shelley Warrick <shelleywilliamswarrick@gmail.com>
**Sent:** Thursday, May 22, 2025 11:24:03 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Vote NO on Resolutions 5913 & 5914 - Charter Changes & City Manager

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Report Suspicious

Dear Mayor and Councilmembers,

As a resident and voter in Chandler, I am concerned by the sudden decision to place major charter amendments - Resolutions 5913 and 5914, on the agenda with less than 48 hours notice and no public hearing

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I urge you to note NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Best regards,

Shelley Warrick
Chandler Voter

**From:** Stephen Higa <shniga@hotmail.com>
**Sent:** Thursday, May 22, 2025 7:59:46 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resolutions 5913 & 5914 - Charter Changes & City Manager

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Report Suspicious

Dear Mayor and Councilmembers,
As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments
—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.
Changes to our City Charter should never be rushed or hidden from public view.
They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.
I strongly urge you to vote
NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.
Please do the right thing for our city and uphold
transparency, fairness, and public trust.

Sincerely,
Stephen N. Higa
Chandler Voter
Get Outlook for iOS

**From:** STEVEN TERRI WILSON <stssk@msn.com>
**Sent:** Thursday, May 22, 2025 7:10:05 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** 5913 & 5914

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Report Suspicious

**Dear Mayor and Councilmembers,**

**As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.**

**Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.**

**I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.**

**Please do the right thing for our city and uphold transparency, fairness, and public trust.**

**Sincerely,**
**Terri Wilson**
**Chandler Voter**

**From:** Tim Johnson <timjohnson.teambuilder@gmail.com>
**Sent:** Thursday, May 22, 2025 8:42:22 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** VOTE NO on Resolutions 5913 & 5914 – Charter Changes & City Manager

**This Message Is From an Untrusted Sender**
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Report Suspicious

Dear Mayor and Councilmembers,

As a dedicated resident and voter in Chandler, I am deeply concerned by the sudden decision to place major charter amendments—Resolutions 5913 and 5914—on the agenda with less than 48 hours' notice and no public hearing.

Changes to our City Charter should never be rushed or hidden from public view. They should be made only through a transparent, inclusive process that respects the voices of Chandler residents. Abruptly pushing forward without meaningful community input undermines the trust and integrity that Chandler has long stood for.

I strongly urge you to vote NO on these resolutions until the public has had time to weigh in through open dialogue and a proper hearing.

Please do the right thing for our city and uphold transparency, fairness, and public trust.

Sincerely,
Tim Johnson
24 Year Chandler Resident and Voter

**From:** Will_LD13 <Will.Bullock_LD13@proton.me>
**Sent:** Thursday, May 22, 2025 6:32:53 PM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Resolutions 5913 and 5914

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Mayor and Council,

I just leaned that resolutions are being voted on that could make major amendments to our city charter; Resolutions 5913 and 5914. I feel that any such vote is illegal in that our charter is like the bylaws of any organization. And no board (Mayor and Council) has the authority to change or suspend the rules of that document. A vote must be taken from members, and takes various majorities to pass.

This is very rushed and is only happening because employees and members of our city government failed to do part of their job and properly interpret our charter. The way this is being done denies any review, transparency, and vote by residents and voters. WE, the residents and voters of Chandler deserve better. IF the charter needs to be updated, then create a panel of Chandler residents and voters that can review the current charter and suggest updates to voters, to be decided in the next election cycle. That panel should include no politicians currently serving, or that previously served within our city government. Shoving this down our throats is not the way our city government should be conducting itself.

Chandler must immediately make corrections that put our city in compliance with the charter. Maintaining any situation in violation of the charter is not acceptable. It doesn't matter if it was not intentional. What matters is what we do to get in compliance now that it is known that there are violations.

And **ANONE** voting on these resolutions whose **current office or future candidacy** would be impacted by these resolutions must recuse themselves, and abstain from voting.

Do the right thing! to provide the transparency, fairness, and public trust that your position demands.

Respectfully,
Will Bullock
Chandler Resident and Voter

Sent from Proton Mail Android

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 4:05 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Submitted on Thu, 05/22/2025 - 04:05 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Eelco Kleefstra

**Address**
387 W Chicago St
Chandler, Arizona. 85225

**Comments**
Dear Mayor and City Council members, my name is Eelco Kleefstra, and I have called Chandler home for the past 20 years. I live just a short walk from City Hall, and I've always been proud of how our city is run with transparency, consistency, and a real sense of community. That's why I'm writing to ask you to support Resolution 5913 and let Chandler voters decide on this important change to our City Charter. For as long as I can remember, Chandler's system has made sense: two terms on council, then the chance to serve two terms as mayor. This approach has given us experienced leaders who really know our city and have helped keep things running smoothly. Now, with this new interpretation that would prevent a two-term Council member from running for mayor, it feels like we're suddenly moving away from what's worked so well. To be honest, it's hard to understand why this change is happening now, and it doesn't feel very transparent. In my own neighborhood, I've seen Council member Matt Orlando go above and beyond answering questions, returning calls, and helping us with everything from city services to community projects. He has always been there for us, and I believe he's earned the chance to run for Mayor. At the end of the day, Chandler deserves a Mayor who knows our city's history and has a real track record of public service. Matt Orlando is that person. Please let the people of Chandler have their say. This is about fairness, clarity, and keeping the trust we have in our city government. Thank you for your time and for everything you do for our community. Sincerely, Eelco Kleefstra, Chandler, Arizona

**From:** Lisa Calderon <lisacalderon559@gmail.com>
**Sent:** Thursday, May 22, 2025 4:07:44 PM (UTC-07:00) Arizona
**To:** Kevin Hartke <Kevin.Hartke@chandleraz.gov>
**Subject:** Chandler Resident- 85225

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Hi Mayor! My name is Lisa Calderon and reside at 806 S Emerson St, Chandler AZ 85225. I will be attending tonight's meeting in person but do not plan to speak. Just wanted to say I am interested to learn how we our out of alignment with the city's charter. I support action taken to address the inconsistency. I also am pleased with the investment the city is doing with the Hamilton branch Library. Have a great day.

Best,
Lisa Calderon
480.487.5549

Outlook

**Webform Submission From: City Council Meeting Public Comment**

**From** City of Chandler <no-reply@chandleraz.gov>
**Date** Thu 5/22/2025 5:53 PM
**To** CityClerkDivision <CityClerkDivision@chandleraz.gov>; Tera Scherer <Tera.Scherer@chandleraz.gov>

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Submitted on Thu, 05/22/2025 - 05:52 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Steven VanKlompenberg

**Address**
4375 S. Melody Drive
Chandler, Arizona. 85249

**Phone Number**
(480) 510-4924

**Support/Oppose**
Support

**Comments**
I support Matt Orlando to run for Chandler Mayor!

# Meeting Minutes
# City Council Special Meeting

June 2, 2025 | 4:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

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

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

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

## Set an Executive Session
1. Executive Session for Legal Advice and Litigation–-A.R.S. §38-431.03(A)(4) - Discussion or consultation with legal counsel for legal advice related to City Charter amendments relating to Council composition, eligibility, terms and election requirements and to consider its position and instruct legal counsel in pending litigation regarding Ruth Jone v. City of Chandler *et al.*

## Action Agenda Motion and Vote
Councilmember Harris moved to hold an Executive Session Meeting immediately following the Special Meeting; Seconded by Councilmember Poston.

Motion carried unanimously (7-0).

## Adjourn

The meeting was adjourned at 4:00 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 26, 2025

## Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 2nd day of June 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2025

_____

City Clerk

# Meeting Minutes
# City Council Special Meeting

June 2, 2025 | 5:00 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 5:00 p.m.

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

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

## Discussion and Action
1. Resolution No. 5913, Ordering and Calling a Special Election for the Submission of Proposed Amendments to the City Charter Clarifying Term Limits for Councilmembers and Mayor
   Move City Council pass and adopt Resolution No. 5913, ordering and calling a special election for November 4, 2025, for the submission of proposed amendments to Article II, Section 2.01 of the City Charter clarifying term limits for Councilmembers and Mayor; directing publications as required by law; designating the place and time to accept arguments for and against the question; establishing the conduct of elections including ballot tabulation requirements; authorizing an agreement for services with the County and payment of election expenditures; setting forth the voter registration deadline and Voter Rights Act requirements; designating the election as an all-mail ballot election; establishing canvassing and reporting requirements; and including a severability and ratification clause.

MAYOR HARTKE said these items are to review and consider a path forward with potential amendments to the city charter in preparation for the election scheduled in November 2025 and

beyond. The Chandler city charter originally was adopted by voters in 1965 and it serves as the foundation of the city government. The charter is a document that defines the city's structures, powers of elected officials, and how Chandler operates as a local government, like any foundational document it must be regularly reviewed and thoughtfully updated to reflect the evolution, growth, and modern needs of our community. Over the past six decades, Chandler has grown from a small farming community that was beginning to urbanize into a dynamic, diverse, and modern city of nearly 300,000 residents. Responsibilities have expanded, technology has advanced, and the expectations of residents has evolved over time: however, much of the charter language is same as when it was originally adopted. Some language could be outdated or ambiguous due to modern circumstances, which is why it is vital to ensure the charter continues to serve the needs of Chandler today as well as for future generations. Updating the charter is not about political gain or rewriting history, it is meant to adapt what is outdated. This task must be approached with accountability, and Chandler's responsibility is to give Chandler voters the opportunity to consider meaningful and well-reviewed changes that enhance transparency, efficiency, and good governance.

MAYOR HARTKE explained the second item tonight is to consider the formation of a City Charter Amendment Resident Advisory Committee consisting of nine Chandler residents with diverse perspectives to conduct a comprehensive review of the charter and recommend future changes that Council may consider placing on a future ballot. This is not in conflict with the first item for calling a special election for the submission of proposed amendments to the city charter clarifying term limits for councilmembers and mayor. Council has recommended individuals who are actively and positively engaged in the community for the committee.

MAYOR HARTKE said the first item was tabled from a previous meeting. Council is entrusted with ensuring the language is clean, fair, and ready for voter consideration. He shared confidence that through constructive collaboration and responsible leadership these tasks will be completed with integrity. He reminded residents that any ballot items approved by Council will be ultimately considered by Chandler voters. The city's role is to steward the recommendation process with integrity and ensure what reaches voters reflects thoughtful input, community values, and sound governance. By working together, Chandler can continue to honor its past, address the present, and prepare Chandler for a strong and responsive future.

KELLY SCHWAB, City Attorney, presented the following presentation.

- Chandler City Charter
- Potential Charter Amendment – Chandler Charter Section 2.01(e)
- Purpose of the Presentation
    1. Clarify why the current City Charter term limit language is vague and needs updating
    2. Explain the proposed clarifying amendment and how it reflects existing practice
    3. Outline the process for making and adopting a Charter Amendment
    4. Receive direction from the Mayor and Council on whether to advance the amendment.

- Why it Matters
    - The City Charter is Chandler's governing document – our local constitution
    - Vague language leads to confusion, inconsistency, and public mistrust.
    - Clear, updated Charter language promotes transparency, fairness, and trust in government.
- Current Charter Language
    - (Passed in its current form General Election 1996/Special Election 1997)
    - (e) Limitation of terms. No person shall be eligible to be elected to the office of councilmember for **more than two (2) consecutive terms, or to the office of mayor for more than two (2) consecutive terms or to more than a consecutive combination of same.** A person elected to two (2) consecutive terms as a councilmember or two (2) consecutive terms as mayor **or a combination of same as above set forth shall not be eligible to hold either office again until four (4) years have elapsed.** Councilmembers or mayor[s] who resign shall not be eligible for re-election or appointment until the second succeeding City election following the date of tender of their written resignation, except as provided in subsection 2.06(c). For determining consecutive terms for an incumbent Mayor, if the incumbent Mayor has been elected to two (2) consecutive two-year terms as of November 6, 2012, those two (2) two-year terms shall be considered the equivalent of one (1) four-year term, for purposes of determining this section. All incumbent councilmembers and the Mayor holding office on May 19, 1997, shall be limited to the number of terms of office authorized on that date by this Charter, unless there is a Charter amendment approved setting forth that incumbent councilmembers and mayor are eligible for election to additional terms.
- History and Interpretation
    - 1965 – Chandler City Charter adopted
        - No term limits included
    - 1972 – Charter amended to include term limits
        - Limited elected officials to two terms as Councilmember or Mayor
    - 1996-1997 – Charter language revised via General and Special Elections
        - Current version of term limit language approved
        - Included provisions for resignations, combinations of service, and transition periods
- History and Interpretation
    - Historic Pattern of Service (Examples):
        - Raul Navarrete:
            - Council: 1966-1972
            - Mayor: 1972-1976
        - Ken Thomas:
            - Council: 1964-1976
            - Mayor: 1976-1979
        - Coy Payne (1982-1994):

        - Council: 1982-1990
        - Mayor: 1990-1994
    - Boyd Dunn:
        - Council: 1994-2002
        - Mayor: 2002-2011
    - Jay Tibshraeny:
        - Council: 1986-2002
        - Mayor: 2011-2019
    - Kevin Hartke:
        - Council (appointed): 2008-2009
        - Council: 2011-2018
        - Mayor: 2019-Present
- How did we get here?
    - The Mayor expressed interest in running for Council Member after completing two mayoral terms.
    - A legal review revealed that the existing term limit language is ambiguous and open to multiple interpretations.
    - Election law experts and others confirmed this lack of clarity.
    - The goal now is to avoid future confusion or legal challenges by clarifying – not changing – the original intent.
- Why is a Charter Amendment Being Considered?
    - Risks of Ambiguity:
        - May result in legal challenges
        - Opens door to inconsistent enforcement
        - Can lead to mistrust or accusations of favoritism
        - Makes succession planning difficult
    - Charter Amendment Will:
        - Clarify, not change, the term limit intent
        - Align language with Chandler's longstanding practice
        - Strengthen transparency and fairness
- Draft Charter Amendment
    - Article II – CITY COUNCIL
    - (Additions show in ALL CAPS, deletions shown in ~~strikethrough~~)
    - Section 2.01.- Composition, eligibility, terms and election
    - (a) Composition. There shall be a City Council consisting of a mayor and six ~~councilmen~~ **COUNCILMEMBERS** elected from the city at large by the qualified electors of the city. The term councilman or ~~councilmen~~ **COUNCILMEMBERS** shall include the mayor except where the mayor is specifically mentioned.
- Draft Charter Amendment
    - (b) Eligibility. Only qualified electors of the city shall be eligible to hold the office of mayor or ~~councilman~~ **COUNCILMEMBER**. Each candidate must have been a resident

of the city or an annexed area for at least two years immediately preceding his election.

- (c) Term of Councilmembers. The term of office of councilmembers shall commence at the first regular meeting of the City Council in January following their election and, except as otherwise provided herein, shall be for a period of four (4) years or until their successors are elected and qualified.
- (d) *Term of mayor*. The term of office of mayor shall commence at the first regular meeting of the City Council in January following the mayor's election and shall be for a period of four (4) years or until the mayor's successor is elected and qualified.

- Draft Charter Amendment
  - (e) *Limitation of terms.* ~~No person shall be eligible to be elected to the office of councilmember for more than two (2) consecutive terms, or to the office of mayor for more than two (2) consecutive terms or to more than a consecutive combination of same. A person elected to two (2) consecutive terms as a councilmember or two (2) consecutive terms as mayor or a combination of same as above set forth shall not be eligible to hold either office again until four (4) years have elapsed. Councilmembers or mayor[s] who resign shall not be eligible for re-election or appointment until the second succeeding City election following the date of tender of their written resignation, except as provided in subsection 2.06(c). For determining consecutive terms for an incumbent Mayor, if the incumbent Mayor has been elected to two (2) consecutive two-year terms as of November 6, 2012, those two (2) two-year terms shall be considered the equivalent of one (1) four-year term, for purposes of determining this section. All incumbent councilmembers and the Mayor holding office on May 19, 1997, shall be limited to the number of terms of office authorized on that date by this Charter, unless there is a Charter amendment approved setting forth that incumbent councilmembers and mayor are eligible for election to additional terms.~~
- Draft Charter Amendment
  - **(1) NO PERSON SHALL BE ELIGIBLE TO BE ELECTED TO THE OFFICE OF COUNCILMEMBER FOR MORE THAN (2) CONSECUTIVE TERMS. A PERSON WHO IS ELECTED TO TWO (2) CONSECUTIVE TERMS AS A COUNCILMEMBER SHALL NOT BE ELIGIBLE TO HOLD THE OFFICE OF COUNCILMEMBER AGAIN UNTIL FOUR (4) YEARS HAVE ELAPSED SINCE THE END OF THE LAST TERM SERVED AS COUNCILMEMBER, EXCEPT AS PROVIDED IN SUBSECTION 2.06(C).**
  - **(2) NO PERSON SHALL BE ELIGIBLE TO BE ELECTED OT THE OFFICE OF MAYOR FOR MORE THAN TWO (2) CONSECUTIVE TERMS. A PERSON WHO IS ELECTED TO TWO (2) CONSECUTIVE TERMS AS MAYOR SHALL NOT BE ELIGIBLE TO HOLD THE OFFICE OF MAYOR AGAIN UNTIL FOUR (4) YEARS HAVE ELAPSED SINCE THE END OF THE LAST TERM SERVED AS MAYOR EXCEPT AS PROVIDED IN SUBSECTION 2.06(C).**
  - **(3) NO PERSON SHALL BE ELIGIBLE TO BE ELECTED TO THE OFFICE OF COUNCILMEMBER OR MAYOR AFTER SERVING SIXTEEN (16) CONSECUTIVE YEARS**

**OF COMBINED SERVICE IN THOSE OFFICES UNTIL FOUR (4) YEARS HAVE ELAPSED SINCE THE END OF THE LAST TERM SERVED, EXCEPT AS PROVIDED IN SUBSECTION 2.06(C).**

- **(4) NO PERSON WHO HAS SERVED TWO (2) FOUR-YEAR TERMS AS COUNCILMEMBER FOLLOWED BY A BREAK IN SERVICE OF TWO YEARS OR LESS AND TWO (2) FOUR-YEAR TERMS AS MAYOR SHALL BE ELIGIBLE TO HOLD THE OFFICE OF MAYOR OR COUNCILMEMBER UNTIL AT LEAST FOUR (4) YEARS HAVE ELAPSED SINCE THE END OF THE LAST TERM SERVED, EXCEPT AS PROVIDED IN SUBSECTION 2.06(C). {NEW CLARIFICATION}**

- Draft Charter Amendment
  - **(5) ELECTED OR APPOINTED TERMS OF LESS THAN FOUR (4) YEARS AS COUNCILMEMBER OR MAYOR SHALL NOT BE COUNTED IN THE ABOVE TIME LIMITATIONS.**
    - (F) Elections. Elections for Mayor and ~~Councilmen~~ **COUNCILMEMBER** shall be held in each even numbered years as provided in article VII of this Charter.
    - ~~(G) Incumbents. If additional terms for the office of mayor are approved by the voters, incumbent councilmembers and the mayor holding office on May 19, 1997 are eligible for election to such additional terms.~~
- Clarified Term Limit Scenarios and Waiting Periods
  - Based on Proposed Charter Language
  - Service History – Eligibility Reset Required
    - Served 2 consecutive terms as Councilmember – Must wait 4 years before running again for Councilmember
    - Served 2 consecutive terms as Mayor - Must wait 4 years before running again for Mayor
    - Served 2 terms as Councilmember + 2 terms as Mayor (Total: 16 consecutive years) – Must wait 4 years before running again for either office
    - Served 2 terms as Councilmember, took a break of 2 years or less, then served 2 terms as Mayor – Must wait 4 years before running again for either office
- Next Steps
  - Date – Milestone
    - June 2, 2025 – Special Council Meeting: Council considers resolution to place Charter Amendment on the ballot
    - June-August 2025 – Preparation of Publicity Pamphlet
    - August 2025 – Deadline for submitting pro/con arguments for the Publicity Pamphlet
    - September 2025 – Publicity Pamphlet mailed to Chandler voters
    - November 4, 2025 – Special Election – Voters decide on Charter Amendment
    - If Approved – Amendment takes effect upon certification of election results and approval by Governor
- Thank you! Questions?

MAYOR HARTKE called for public comment.

BETH BRIZEL, 6130 W. Shannon St. Chandler, AZ, shared support for Resolution No. 5913. Residents would like this clarified to avoid confusion and stop expensive litigation. Chandler has a history of councilmembers running for mayor, many voters have voted for mayors with past councilmember experience. It is beneficial for the mayor to have served on Council for experience. Chandler voters have supported keeping term limits at total of sixteen years. Adding this proposal to the November 2025 election is fiscally responsible and gives the voters the opportunity to have the charter clarified as soon as possible.

RAQUEL ARMSTRONG, 222 W. Boston St. Chandler, AZ, said information presented at this meeting clarified concerns and thanked Council and city staff.

MARCIA WEISS, 2743 E. Redwood Pl. Chandler, AZ, requested Council vote no on Resolution No. 5913 to allow staff to review findings and take a thoughtful approach to charter amendments rather than including this question with bond questions already set for the November election.

RUTH JONES, 2734 E. Birchwood Pl. Chandler, AZ, requested Council vote no on Resolution No. 5913. Chandler voters at previous elections have upheld the existing term limits to honor the idea that no person should hold power for an extended period of time. Council should consider the wishes and intents of residents and voters when making choices.

LESLIE MINKUS, 3372 E. Gemini Ct. Chandler, AZ, wanted to hear from Council why they're making the decision to make this vote.

RICK HEUMANN, 4310 W. Dublin St. Chandler, AZ, shared the initial intent by previous Councils in previous Charter amendments was not intended to limit anything other than going from council to mayor. He thanked staff for their work to clarify this language.

LAN LECOUR, 1069 E. Senate Cir. Chandler, AZ, shared support for Resolution No. 5913 in clarifying the charter language.

MARTIN SEPULVEDA, 891 N. Madrid Ln. Chandler, AZ, shared support for Resolution No. 5913. He spoke about the 1997 charter election to change term limits which considered updates for relevancy and resident input.

COUNCILMEMBER HARRIS asked Mr. Sepulveda what the time period was that he had served on Chandler City Council and asked for more context of the 1997 charter change.

MR. SEPULVEDA said he had served on Chandler City Council from 1996-2000 and then in 2004-2008, nonconsecutively. He spoke about the historical context of the time and about the importance of being involved in local government partnerships. One thing that contributed to the

conversation in 1997 was how mayors with shorter term limits had trouble with having standing to make decisions for the community especially in regional partnerships where funds may be distributed to different municipalities. There have been other attempts to increase term limits that citizens have voted to not approve.

COUNCILMEMBER HARRIS asked if the intention was to create stability in someone moving from the councilmember role to mayor and allowing their terms to be set for two terms, eight years, to ensure stability in the region.

MR. SEPULVEDA said the councilmember terms were not changed, the change was for the mayor to serve up to four two-year terms, increasing it from what it was of originally two two-year terms. This was needed to have stability and presence in regional and national organizations for leadership.

COUNCILMEMBER HAWKINS asked where resident engagement played a role in these prior charter amendment discussions.

MR. SEPULVEDA explained that it was an issue initiated from the dais, but residents were able to give input before the election. The question did go to the voters. Council's responsibility is to make decisions and refer it to voters.

SHERRI JOHNSON, 3627 E. Agave Rd. Chandler, AZ, shared support for Resolution No. 5913 and thanked Council for reviewing this item again to honor the original intent of Chandler voters for term limits and emphasized the importance of having this question on the November 2025 election.

STEVEN VANKLAMPENBERG, 4375 S. Melody Chandler, AZ, shared support for Resolution No. 5913 and clarifying charter language.

COUNCILMEMBER HAWKINS asked about the number of other charter changes suggested for consideration.

JOSHUA WRIGHT, City Manager, said that there are a number of items in the charter suggested for improvements, it depends on Council direction. Some are to change language to reflect modern terminology, while some are to bring Chandler to best practices and standards in local government. These decisions would come to Council and ultimately to voters.

MICHELLE DALY, 1710 E. Redwood Pl. Chandler, AZ, shared support for Resolution No. 5913 and thanked Council and staff for the clarifications made.

MAYOR HARTKE read the comment cards received regarding this item (attached).

COUNCILMEMBER HARRIS thanked Council and staff for their work on clarifying language and thanked the community for providing thoughtful input.

COUNCILMEMBER ENCINAS said many residents have provided input on this item. He shared this item is upholding the historical precedence of Chandler and shared that attention to this issue is of importance to address questions and demonstrate mature leadership.

VICE MAYOR ELLIS thanked residents for sharing their input. She spoke about the importance of doing the right thing and reviewing resident input and deciding what is best for the people of Chandler.

MAYOR HARTKE thanked former councilmembers for sharing their perspectives. The role of mayor requires experience for not only serving Chandler, but serving in regional, statewide, and national organizations to better local governments. He thanked city staff for their support in preparing this item.

## Action Agenda Motion and Vote

Councilmember Encinas moved to pass and adopt Resolution No. 5913, ordering and calling a special election for November 4, 2025, for the submission of proposed amendments to the City Charter clarifying term limits for councilmembers and mayor; directing publications as required by law; designating the place and time to accept arguments for and against the question; establishing the conduct of elections including ballot tabulation requirements; authorizing an agreement for services with the county and payment of election expenditures; setting forth the voter registration deadline and Voter Rights Act requirements; designating the election as an all-mail ballot election; establishing canvassing and reporting requirements; and including a severability and ratification clause as amended to add a new subsection; and to amend the proposed Section (e)(5) of the resolution to read:
COUNCILMEMBERS WHO RESIGN FOR ANY REASON OTHER THAN TO RUN FOR MAYOR AS REQUIRED UNDER STATE LAW AND THIS CHARTER AND MAYORS WHO RESIGN SHALL NOT BE ELIGIBLE FOR RE-ELECTION OR APPOINTMENT UNTIL THE SECOND SUCCEEDING CITY ELECTION FOLLOWING THE DATE OF TENDER OF THEIR WRITTEN RESIGNATION, EXCEPT AS PROVIDED IN SUBSECTION 2.06(C), with directions to staff to make all conforming changes necessary before transmitting the resolution to Maricopa County for placement on the November 4, 2025 ballot; Seconded by Vice Mayor Ellis.

Motion carried by majority (6-1), Councilmember Hawkins dissenting.

## Discussion and Action

2. Introduction and Tentative Adoption of Ordinance No. 5132, Forming a City Charter Amendment Resident Advisory Committee

Move City Council tentatively adopt Ordinance No. 5132, forming a City Charter Amendment Resident Advisory Committee, to review and identify potential amendments to the City's Charter.

MAYOR HARTKE spoke about item 2, the introduction and tentative adoption of Ordinance No. 5132, forming a City Charter Amendment Resident Advisory Committee. The proposal is to form a nine-member committee to do a deeper dive on charter language, whether it be clean up or clarifying ideas. If this ordinance is approved, meetings for the committee will be held where members of the public are welcome. The committee will have the opportunity to engage with the charter document deeply and then bring their findings to Council for a potential future charter election.

COUNCILMEMBER HARRIS said it is important for residents to review the charter and get involved.

COUNCILMEMBER ORLANDO commented on the importance in the continual review of the charter document by residents.

## Action Agenda Motion and Vote

Councilmember Orlando moved to tentatively adopt Ordinance No. 5132, forming a City Charter Amendment Resident Advisory Committee, to review and identify potential amendments to the City's Charter; Seconded by Councilmember Poston.

Motion carried unanimously (7-0).

## Adjourn

The meeting was adjourned at 6:04 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 26, 2025

# Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 2nd day of June 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2025.

_____

City Clerk

**Agenda item 1**
**June 2, 2025 Special Meeting**

## COMMENT CARD

Chandler · Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 6/2/25

Agenda Item No. 1 (If applicable) ☐ Support ☒ Oppose

**Comments:**
WHY CHANGE SOMETHING THAT IS NOT AMBIGUOUS AS THE MAYOR & COUNCIL WANT US TO BELIEVE AND 3RD PARTY LEGAL REVIEW HAS NOTED AS CLEAR & UNAMBIGUOUS AS WELL. TOO MUCH COLLUSION.

Name: PHIL ELSWORTH
Address: 3225 S DIAMOND
City/State/Zip CHANDLER AZ 85248
Phone: 602 361 6614

*Note: Contact information is included as part of the Public Record.

## COMMENT CARD

Chandler · Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 6/2/25

Agenda Item No. 1 (If applicable) ☐ Support ☐ Oppose

**Comments:**
Here To support Resolution 5913

Name: Erica Franks
Address: 4824 W Commonwealth Pl
City/State/Zip Chan AZ 85226
Phone: 602 499 4925

*Note: Contact information is included as part of the Public Record.

# COMMENT CARD

Chandler · Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 5/2/25

Agenda Item No. 5913 (If applicable)

☐ Support ☒ Oppose

**Comments:**

In situations where a city charter is violated, but the justification is a ~~past~~ practice, the city charter would generally prevail. Past practice is a legal doctrine that can sometimes influence the interpretation and

over →

Name: Susan Ellsworth
Address: 3225 S. Diamond Dr.
City/State/Zip Chandler AZ 85286
Phone:

*Note: Contact information is included as part of the Public Record.

application of Contracts. But it can not supersede the fundamental Law of the City Charter.

Chandler • Arizona
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# COMMENT CARD

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 6/2/25

Agenda Item No. 5913 (If applicable)

☒ Support ☐ Oppose

**Comments:**

Name: Sharon Wade
Address: 660 E Shannon St
City/State/Zip Chandler AZ 85225
Phone: 480-227-1304

*Note: Contact information is included as part of the Public Record.

Chandler • Arizona
Where Values Make The Difference

# COMMENT CARD

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 06-02-25

Agenda Item No. 1 (If applicable)

☒ Support ☐ Oppose

**Comments:**

Name: Duane Lidman
Address: 2301 W. Palomino Dr.
City/State/Zip Chandler AZ
Phone:

*Note: Contact information is included as part of the Public Record.

# COMMENT CARD

Chandler • Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 6/2/25

Agenda Item No. 1 (If applicable) ☒ Support ☐ Oppose

**Comments:**

These changes will protect our city from costly litigation and allows the voters to decide on the changes. Pass it to protect 50 years of precedence!

Name: Cameron Bautista
Address: 5879 S. Parkcrest St.
City/State/Zip Gilbert, AZ 85298
Phone: 480-274-6485

*Note: Contact information is included as part of the Public Record.

# COMMENT CARD

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**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 6-2-25

Agenda Item No. #1 (If applicable) ☒ Support ☐ Oppose

**Comments:**

Name: Yvette Garcia
Address: 4950 S Arvil Pl.
City/State/Zip Chandler AZ 85249
Phone: 480-648-7428

*Note: Contact information is included as part of the Public Record.

## COMMENT CARD

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Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 6/2/25

Agenda Item No. #1 (If applicable)

☒ Support ☐ Oppose

**Comments:**

Name: Teresa Torpis
Address: 533 W. Carob Drive
City/State/Zip Chandler, AZ 85248
Phone: 510 673-1364

*Note: Contact information is included as part of the Public Record.

## COMMENT CARD

Chandler • Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 6/2/2025

Agenda Item No. 1 (If applicable)

☑ Support ☐ Oppose

**Comments:**

Understand/agree city Charter needs comprehensive revisal.
But cannot delay - immediate clarification
Without action now, we risk legal challenges and confusion
during next mayoral election.
Must clarify what has worked for over 50 years so voters can decide in November 2025

Name: Patty Baker
Address: 1124 N. Judd Place
City/State/Zip Chandler, AZ 85226
Phone: 480 201-4205

*Note: Contact information is included as part of the Public Record.

# COMMENT CARD

Chandler · Arizona
Where Values Make The Difference

**If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.**

Date: 6/2/25

Agenda Item No. 5913 (If applicable) ☐ Support ☒ Oppose

**Comments:**

PUBLIC STATEMENTS FROM CITY ATTORNEY HAVE INDICATED THAT THE CURRENT CHARTER PROHIBITS CERTAIN COUNCILMEMBERS FROM RUNNING IN NOV 3, 2026. IS THAT STILL THE POSITION OF THE CITY ATTORNEY? IF SO, SINCE CURRENT COUNCILMEMBERS WOULD BENEFIT SHOULD THOSE COUNCIL MEMBERS RECUSE THEMSELVES FROM VOTING?

Name: JOSHUA ASKEY
Address: 2301 E. INDIAN WELLS DR
City/State/Zip CHANDLER AZ 85249
Phone:

*Note: Contact information is included as part of the Public Record.

**From:** Marie Andrews
**To:** mzsimone@aol.com
**Cc:** Mayor&Council; Jennifer Ekblad; Regina Guisto
**Subject:** FW: Chandler charter clarification
**Date:** Wednesday, May 28, 2025 14:16:09

---

Ms. Simons,
Thank you for taking the time to share your comments.

Your email has been forwarded to the City Clerk to be included in the official meeting minutes.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

---

**From:** Judith Simons <mzsimone@aol.com>
**Sent:** Wednesday, May 28, 2025 1:54:17 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Chandler charter clarification

**This Message Is From an Untrusted Sender**
You have not previously corresponded with this sender.

Report Suspicious

Good day,

I write as a long-time Chandler voter in support of this effort to put clarifying the term limit issue on the November 2025 ballot. This election is already upcoming, making the expense of another one wasteful and unnecessary. Moreover, litigation challenging the currently ambiguous language is likely, which would be another wasteful, unnecessary expense of taxpayer dollars. Please vote to add this issue to the ballot. Thank you for your consideration.

Judith Simons
Chandler, 85224

**From:** Marie Andrews
**To:** mzsimone@aol.com
**Cc:** Mayor&Council; Jennifer Ekblad; Regina Guisto
**Subject:** FW: Chandler charter clarification
**Date:** Wednesday, May 28, 2025 14:16:09

---

Ms. Simons,
Thank you for taking the time to share your comments.

Your email has been forwarded to the City Clerk to be included in the official meeting minutes.

Marie Andrews
Executive Management Assistant
City of Chandler Mayor and Council Office
Phone: 480-782-2242
Website: https://www.chandleraz.gov

---

**From:** Judith Simons <mzsimone@aol.com>
**Sent:** Wednesday, May 28, 2025 1:54:17 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Chandler charter clarification

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Report Suspicious

Good day,

I write as a long-time Chandler voter in support of this effort to put clarifying the term limit issue on the November 2025 ballot. This election is already upcoming, making the expense of another one wasteful and unnecessary. Moreover, litigation challenging the currently ambiguous language is likely, which would be another wasteful, unnecessary expense of taxpayer dollars. Please vote to add this issue to the ballot. Thank you for your consideration.

Judith Simons
Chandler, 85224

---

**From:** Ginga Merritt <ginga.merritt@gmail.com>
**Sent:** Monday, June 2, 2025 1:55:56 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** I support resolution #5913!!!

**This Message Is From an Untrusted Sender**
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Report Suspicious

Hello!
I am a Chandler resident.
Address is:
873 E. Indian Wells Pl.
Chandler, 85249

**I support resolution #5913**

Please allow the charter language update to go on the November special election so that council members can run for mayor in 2026.

Thank you!

Sincerely,
Ginga Merritt

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 15:59:02

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Submitted on Mon, 06/02/2025 - 03:58 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Heather Skipworth

**Address**
5321 s crosscreek dr
Chandler, Arizona. 85249

**Phone Number**
(951) 505-2153

**Agenda Item No.**
1

**Support/Oppose**
Support

**Comments**
I support the current interpretation practice and the precedence set over the past 40 plus years of council and mayor term limits.

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---

**From:** Judith Simons <mzsimone@aol.com>
**Sent:** Monday, June 2, 2025 10:51:45 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Support Resolution 5913

**This Message Is From an Untrusted Sender**
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Report Suspicious

Good day,

I write again as a long-time Chandler voter in support of this effort to put clarifying the term limit issue on the November 2025 ballot. This election is already upcoming, making the expense of another one wasteful and unnecessary. Moreover, litigation challenging the currently ambiguous language is likely, which would be another wasteful, unnecessary expense of taxpayer dollars. At the special meeting tonight, please act to provide a process that is fair, consistent, and clear to Chandler voters. Please vote to add this issue to the ballot. Thank you for your consideration.

Judith Simons
Chandler, 85224

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 15:58:03

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Report Suspicious

Submitted on Mon, 06/02/2025 - 03:57 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Kyle Skipworth

**Address**
5321 S crosscreek dr
Chandler, Arizona. 85249

**Phone Number**
(951) 377-4034

**Agenda Item No.**
1

**Support/Oppose**
Support

**Comments**
I support the current adoption and precedence set forth over the last dew decades in reference to council and mayor terms.

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---

**From:** Lori Ruff <ruff.lori@gmail.com>
**Sent:** Monday, June 2, 2025 8:26:12 PM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Support Resolution #5913

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To Whom It May Concern,

I am emailing in support of resolution #5913. Please let us vote on it in November

Kind Regards,
Lori Ruff
784 E. Aquarius Pl,
Chandler, AZ 85249

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 14:57:03

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Submitted on Mon, 06/02/2025 - 02:56 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Marsha Nagamoto

**Address**
3511 S Meadows Dr
Chandler AZ 85248
Chandler, Arizona. 85248

**Phone Number**
(480) 205-6773

**Agenda Item No.**
1

**Support/Oppose**
Support

**Comments**
I highly support putting agenda 1 on the ballot with the next bond election. It is important to let the citizens of Chandler decide this issue and resolve it before more lawsuits are filed.

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---

**From:** Penne Nelson <bpcjnelson@gmail.com>
**Sent:** Monday, June 2, 2025 2:48:06 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Resolution 5913

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I support the passage of Resolution 5913 and its clarifying language regarding Council members and the mayor. Penne Altenhein Nelson, resident of Chandler

chandleraz.gov | Facebook | Twitter | Instagram | LinkedIn | YouTube

**From:** Sara Rebennack <branwen71@yahoo.com>
**Sent:** Monday, June 2, 2025 8:20:47 PM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Please support resolution #5913

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Hello. I'm writing today to ask that the council vote to support resolution #5913. This will endure that city residents have a chance to vote on this important city charter clarification, in November.

Thank you,

Sara Rebennack
2340 E Peach Tree Dr
Chandler, AZ 85249

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 14:22:21

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Submitted on Mon, 06/02/2025 - 02:22 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Scott Onyett

**Address**
842
E Beechnut Dr
Chandler, Arizona. 85249

**Agenda Item No.**
Agenda item 1

**Support/Oppose**
Support

**Comments**
There is absolutely no reason to delay this. History and precedence have clearly demonstrated our wishes as voters. Mave past the gamesmanship and lets move on.

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 13:09:50

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Report Suspicious

Submitted on Mon, 06/02/2025 - 01:09 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Dr William Crawford

**Address**
1252 North McKemy Avenue
Chandler, Arizona. 85226

**Phone Number**
(480) 785-8077

**Support/Oppose**
Support

**Comments**
I am supportive of the proposed language to clarify the Chandler City Charter.

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 16:22:39

**This Message Is From an External Sender**
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Submitted on Mon, 06/02/2025 - 04:22 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Avery Armsteong

**Address**
3061 E Lark Dr
Chandler, Arizona. 85286

**Agenda Item No.**
1

**Support/Oppose**
Support

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 16:47:57

**This Message Is From an External Sender**
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Submitted on Mon, 06/02/2025 - 04:47 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Carl Davenport

**Address**
3672 S Rosemary Dr
Chandler, Arizona. 85248

**Phone Number**
(602) 980-8184

**Agenda Item No.**
Resolution No. 5913

**Support/Oppose**
Support

**Comments**
Proposed Motion: Move City Council pass and adopt Resolution No. 5913, ordering and calling a special election for November 4, 2025, for the submission of proposed amendments to Article II, Section 2.01 of the City Charter clarifying term limits for Councilmembers and Mayor; directing publications as required by law; designating the place and time to accept arguments for and against the question; establishing the conduct of elections including ballot tabulation requirements; authorizing an agreement for services with the County and payment of election expenditures; setting forth the voter registration deadline and Voter Rights Act requirements; designating the election as an all-mail ballot election; establishing canvassing and reporting requirements; and including a severability and ratification clause.

| | |
|---|---|
| **From:** | Dana DeLong |
| **To:** | Jennifer Ekblad |
| **Subject:** | Fw: I support resolution #5913!!! |
| **Date:** | Monday, June 2, 2025 14:13:36 |
| **Attachments:** | image001.png<br>image002.png<br>Outlook-ywtpqsr3.png |

---

**Dana DeLong**
City Clerk
City of Chandler
480-782-2182 direct
dana.delong@chandleraz.gov

---

**From:** Lynda Ruiz <Lynda.Ruiz@chandleraz.gov>
**Sent:** Monday, June 2, 2025 2:10 PM
**To:** Dana DeLong <Dana.DeLong@chandleraz.gov>
**Subject:** FW: I support resolution #5913!!!

Hi Dana,

Please see below resident feedback for tonight's Special Council Meeting. Let me know if I can provide anything further.

Best,

Lynda K. Ruiz
Executive Management Assistant
City of Chandler | Mayor and Council Office
Office: 480.782.2243
Lynda.Ruiz@chandleraz.gov

**From:** Ginga Merritt <ginga.merritt@gmail.com>
**Sent:** Monday, June 2, 2025 1:55:56 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** I support resolution #5913!!!

**This Message Is From an Untrusted Sender**
You have not previously corresponded with this sender.

Report Suspicious

Hello!
I am a Chandler resident.
Address is:
873 E. Indian Wells Pl.
Chandler, 85249

**I support resolution #5913**

Please allow the charter language update to go on the November special election so that council members can run for mayor in 2026.

Thank you!

Sincerely,
Ginga Merritt

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 17:01:09

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Report Suspicious

Submitted on Mon, 06/02/2025 - 05:01 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Ginny Uber

**Address**
3650 S Vista pl
Chandler, Arizona. 85248

**Phone Number**
(480) 855-1454

**Agenda Item No.**
1

**Support/Oppose**
Support

**Comments**
Allow a new election in November to update the charter allowing one to serve the community for more than 16 years

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 15:59:02

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

Report Suspicious

Submitted on Mon, 06/02/2025 - 03:58 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Heather Skipworth

**Address**
5321 s crosscreek dr
Chandler, Arizona. 85249

**Phone Number**
(951) 505-2153

**Agenda Item No.**
1

**Support/Oppose**
Support

**Comments**
I support the current interpretation practice and the precedence set over the past 40 plus years of council and mayor term limits.

| | |
|---|---|
| **From:** | Dana DeLong |
| **To:** | Jennifer Ekblad |
| **Subject:** | Fw: Support Resolution 5913 |
| **Date:** | Monday, June 2, 2025 14:41:27 |
| **Attachments:** | image001.png<br>image002.png<br>Outlook-tqiojxe3.png |

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**Dana DeLong**
City Clerk
City of Chandler
480-782-2182 direct
dana.delong@chandleraz.gov

---

**From:** Lynda Ruiz <Lynda.Ruiz@chandleraz.gov>
**Sent:** Monday, June 2, 2025 2:35 PM
**To:** mzsimone@aol.com <mzsimone@aol.com>
**Cc:** Mayor&Council <Mayor&Council@chandleraz.gov>; Dana DeLong <Dana.DeLong@chandleraz.gov>
**Subject:** FW: Support Resolution 5913

Good Afternoon Judith,

Thank you for taking the time to share your comments.

Your email has been forwarded to the City Clerk to be included in the official meeting minutes.

Warmly,

Lynda K. Ruiz
Executive Management Assistant
City of Chandler | Mayor and Council Office
Office: 480.782.2243
Lynda.Ruiz@chandleraz.gov

chandleraz.gov | Facebook | Twitter | Instagram | LinkedIn | YouTube

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**From:** Judith Simons <mzsimone@aol.com>
**Sent:** Monday, June 2, 2025 10:51:45 AM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Support Resolution 5913

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Report Suspicious

Good day,

I write again as a long-time Chandler voter in support of this effort to put clarifying the term limit issue on the November 2025 ballot. This election is already upcoming, making the expense of another one wasteful and unnecessary. Moreover, litigation challenging the currently ambiguous language is likely, which would be another wasteful, unnecessary expense of taxpayer dollars. At the special meeting tonight, please act to provide a process that is fair, consistent, and clear to Chandler voters. Please vote to add this issue to the ballot. Thank you for your consideration.

Judith Simons
Chandler, 85224

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 15:58:03

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Report Suspicious

Submitted on Mon, 06/02/2025 - 03:57 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Kyle Skipworth

**Address**
5321 S crosscreek dr
Chandler, Arizona. 85249

**Phone Number**
(951) 377-4034

**Agenda Item No.**
1

**Support/Oppose**
Support

**Comments**
I support the current adoption and precedence set forth over the last dew decades in reference to council and mayor terms.

| | |
|---|---|
| **From:** | Dana DeLong |
| **To:** | Jennifer Ekblad |
| **Subject:** | Fw: Support Resolution #5913 |
| **Date:** | Monday, June 2, 2025 14:41:46 |
| **Attachments:** | image001.png<br>image002.png<br>Outlook-nisovbkn.png |

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**Dana DeLong**
City Clerk
City of Chandler
480-782-2182 direct
dana.delong@chandleraz.gov

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**From:** Lynda Ruiz <Lynda.Ruiz@chandleraz.gov>
**Sent:** Monday, June 2, 2025 2:19 PM
**To:** ruff.lori@gmail.com <ruff.lori@gmail.com>
**Cc:** Mayor&Council <Mayor&Council@chandleraz.gov>; Dana DeLong <Dana.DeLong@chandleraz.gov>
**Subject:** FW: Support Resolution #5913

Good Afternoon Lori,

Thank you for taking the time to share your comments.

Your email has been forwarded to the City Clerk to be included in the official meeting minutes.

Warmly,

Lynda K. Ruiz
Executive Management Assistant
City of Chandler | Mayor and Council Office
Office: 480.782.2243
Lynda.Ruiz@chandleraz.gov

chandleraz.gov | Facebook | Twitter | Instagram | LinkedIn | YouTube

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**From:** Lori Ruff <ruff.lori@gmail.com>
**Sent:** Monday, June 2, 2025 8:26:12 PM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Support Resolution #5913

**This Message Is From an Untrusted Sender**
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Report Suspicious

To Whom It May Concern,

I am emailing in support of resolution #5913. Please let us vote on it in November

Kind Regards,
Lori Ruff
784 E. Aquarius Pl,
Chandler, AZ 85249

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 14:57:03

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Submitted on Mon, 06/02/2025 - 02:56 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Marsha Nagamoto

**Address**
3511 S Meadows Dr
Chandler AZ 85248
Chandler, Arizona. 85248

**Phone Number**
(480) 205-6773

**Agenda Item No.**
1

**Support/Oppose**
Support

**Comments**
I highly support putting agenda 1 on the ballot with the next bond election. It is important to let the citizens of Chandler decide this issue and resolve it before more lawsuits are filed.

| | |
|---|---|
| **From:** | Dana DeLong |
| **To:** | Jennifer Ekblad |
| **Subject:** | Fw: Resolution 5913 |
| **Date:** | Monday, June 2, 2025 14:56:21 |
| **Attachments:** | image001.png<br>image002.png<br>Outlook-uxyq0qct.png |

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**Dana DeLong**
City Clerk
City of Chandler
480-782-2182 direct
dana.delong@chandleraz.gov

---

**From:** Lynda Ruiz <Lynda.Ruiz@chandleraz.gov>
**Sent:** Monday, June 2, 2025 2:54 PM
**To:** bpcjnelson@gmail.com <bpcjnelson@gmail.com>
**Cc:** Mayor&Council <Mayor&Council@chandleraz.gov>; Dana DeLong <Dana.DeLong@chandleraz.gov>
**Subject:** FW: Resolution 5913

Good Afternoon Penne,

Thank you for taking the time to share your comments.

Your email has been forwarded to the City Clerk to be included in the official meeting minutes.

Warmly,

Lynda K. Ruiz
Executive Management Assistant
City of Chandler | Mayor and Council Office
Office: 480.782.2243
Lynda.Ruiz@chandleraz.gov

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**From:** Penne Nelson <bpcjnelson@gmail.com>
**Sent:** Monday, June 2, 2025 2:48:06 PM (UTC-07:00) Arizona
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Resolution 5913

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Report Suspicious

I support the passage of Resolution 5913 and its clarifying language regarding Council members and the mayor. Penne Altenhein Nelson, resident of Chandler

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 16:25:22

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Report Suspicious

Submitted on Mon, 06/02/2025 - 04:25 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Phyllis Muir

**Address**
6120 S Windstream Pl
Chandler, Arizona. 85249

**Agenda Item No.**
1

**Support/Oppose**
Support

| | |
|---|---|
| **From:** | Dana DeLong |
| **To:** | Jennifer Ekblad |
| **Subject:** | Fw: Please support resolution #5913 |
| **Date:** | Monday, June 2, 2025 14:41:15 |
| **Attachments:** | image001.png<br>image002.png<br>Outlook-zaicqhtt.png |

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**Dana DeLong**
City Clerk
City of Chandler
480-782-2182 direct
dana.delong@chandleraz.gov

---

**From:** Lynda Ruiz <Lynda.Ruiz@chandleraz.gov>
**Sent:** Monday, June 2, 2025 2:26 PM
**To:** branwen71@yahoo.com <branwen71@yahoo.com>
**Cc:** Mayor&Council <Mayor&Council@chandleraz.gov>; Dana DeLong <Dana.DeLong@chandleraz.gov>
**Subject:** FW: Please support resolution #5913

Good Afternoon Sara,

Thank you for taking the time to share your comments.

Your email has been forwarded to the City Clerk to be included in the official meeting minutes.

Warmly,

Lynda K. Ruiz
Executive Management Assistant
City of Chandler | Mayor and Council Office
Office: 480.782.2243
Lynda.Ruiz@chandleraz.gov

chandleraz.gov | Facebook | Twitter | Instagram | LinkedIn | YouTube

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**From:** Sara Rebennack <branwen71@yahoo.com>
**Sent:** Monday, June 2, 2025 8:20:47 PM (UTC) Coordinated Universal Time
**To:** Mayor&Council <Mayor&Council@chandleraz.gov>
**Subject:** Please support resolution #5913

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Report Suspicious

Hello. I'm writing today to ask that the council vote to support resolution #5913. This will endure that city residents have a chance to vote on this important city charter clarification, in November.

Thank you,

Sara Rebennack
2340 E Peach Tree Dr
Chandler, AZ 85249

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 14:22:21

**This Message Is From an External Sender**
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Report Suspicious

Submitted on Mon, 06/02/2025 - 02:22 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Scott Onyett

**Address**
842
E Beechnut Dr
Chandler, Arizona. 85249

**Agenda Item No.**
Agenda item 1

**Support/Oppose**
Support

**Comments**
There is absolutely no reason to delay this. History and precedence have clearly demonstrated our wishes as voters. Mave past the gamesmanship and lets move on.

**From:** City of Chandler
**To:** CityClerkDivision; Tera Scherer
**Subject:** Webform Submission From: City Council Meeting Public Comment
**Date:** Monday, June 2, 2025 13:09:50

**This Message Is From an External Sender**
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Report Suspicious

Submitted on Mon, 06/02/2025 - 01:09 PM

Submitted by: Anonymous

Submitted values are:

**Name**
Dr William Crawford

**Address**
1252 North McKemy Avenue
Chandler, Arizona. 85226

**Phone Number**
(480) 785-8077

**Support/Oppose**
Support

**Comments**
I am supportive of the proposed language to clarify the Chandler City Charter.

# Meeting Minutes
# City Council Special Meeting

June 9, 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
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

## Set an Executive Session
1. Personnel Matters--A.R.S. §38-431.03(A)(1) – Annual Performance Review of Presiding City Magistrate and City Magistrates.

2. Personnel Matters--A.R.S. §38-431.03(A)(1), (A)(3), and (A)(4) – Discussion or consideration regarding appointment of Interim City Manager and discussion or consultation with the City Attorney for legal advice regarding recruitment of City Manager and potential contracts for recruitment of candidates for the same.

## Action Agenda Motion and Vote
Councilmember Harris moved to hold an Executive Session Meeting immediately following the Special Meeting; Seconded by Vice Mayor Ellis.

Motion carried unanimously (7-0).

## Adjourn

The meeting was adjourned at 4:01 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 26, 2025

## Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 9th day of June 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2025

_____

City Clerk

# Meeting Minutes
# City Council Study Session

June 9, 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
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

## Scheduled Public Appearances
MAYOR HARTKE invited Councilmember Harris to join him for the recognitions.

### 1. Service Recognitions
Stephanie Romero – 10 years, Communications and Public Affairs
James Krikawa – 10 years, Public Works
Cynthia Blake – 20 years, Police
Bill Lorentz – 25 years, Cultural Development
Michelle Welch – 25 years, Community Services

### 2. Brook Beall - Crime Spree on Consolidated Canal in Chandler
BROOK BEALL, 85 W. Teakwood Pl., presented the following presentation.

- Crime Spree on Consolidated Canal in Chandler, AZ
- Email from SRP forwarded to Mayor Hartke and Chandler City Council on 2024-09-24
- A.R.S. § 28.819

- Chandler Municipal Ordinance 31-6-c
- Signs posted on Consolidated Canal by City of Chandler and SRP
- Electronic Signs posted on Consolidated Canal by Chandler Police Department 2025-04-04

COUNCILMEMBER ORLANDO requested staff look into this and return with a solution to Council.

JOSHUA WRIGHT, City Manager, said yes, and mentioned Chandler has conducted some targeted patrols on the Consolidated Canal and added signage. Other ideas can be explored, such as a bike lane or other physical improvements, which will return to the Council for consideration.

VICE MAYOR ELLIS requested to share more information with the public on what Chandler has done to address the Consolidated Canal.

MR. WRIGHT shared that starting in the fall of 2024, a police team set up a pop-up tent along the canal to educate riders about motorized vehicles and e-bikes along the canal. The city has also set up traffic trailers during the spring with educational messages. The city has worked to improve its communication with SRP and develop a cohesive messaging strategy regarding the prohibition of certain types of vehicles on the canal. The Police Department conducted eight traffic stops of vehicles operating illegally on the canal. There have been approximately 126 calls for service for the canal area. Chandler is working on enforcement and education.

VICE MAYOR ELLIS added that 124 of the 126 calls came from Mr. Beall. The city is taking action to address this concern and has asked what else can be done.

COUNCLMEMBER ORLANDO said the concern is for the safety of users of the Consolidated Canal.

VICE MAYOR ELLIS asked for the opinion of the Police Chief as to the safety of this area for pedestrians.

BRYAN CHAPMAN, Police Chief, stated that from the perspective of safety, there have been no injuries or accidents resulting from any activity on the canal. The Police Department has had an increased presence on the canal. The Police Department typically focuses its patrols on city streets to monitor speeding, aggressive driving, and impaired driving for strategic enforcement. Utilizing education as a tool to mitigate issues along the canal enables the Police Department to allocate resources effectively. The Police Department is committed to proactively addressing issues in the canal through increased patrols, but it must be considered as part of a balance with other parts of the city.

VICE MAYOR ELLIS suggested a citizen watch group that can help keep that area safer and requested to hear more in the future.

## Consent Agenda and Discussion

**Discussion was held on items 4, 8, 10, and 20.**

## Airport

1. Construction Agreement No. AI2302.401 with Combs Construction Company, Inc., for Taxiway B Improvements Phase 1
   Move City Council award Construction Agreement No. AI2302.401 to Combs Construction Company, Inc., for Taxiway B Improvements Phase 1, for an amount not to exceed $1,236,949.70.

## City Clerk

2. Approval of Minutes
   Move City Council approve the Council meeting minutes of the Special Meeting of April 29, 2025, the Special Meeting of May 12, 2025, the 4:00 PM Special Meeting of May 19, 2025, the 4:30 PM Special Meeting of May 19, 2025, and the Study Session of May 19, 2025.

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

## City Manager

4. Resolution No. 5917, Master Energy Services Agreement between Ameresco, Inc., and the City of Chandler for New Solar Installations
   Move City Council pass and adopt Resolution No. 5917, authorizing the Master Energy Services Agreement between Ameresco, Inc., and the City of Chandler, for New Solar Installations at City Facilities, in an amount not to exceed $34,028,753; authorizing the City Manager or designee to execute work orders for each solar site; and approving a contingency transfer from General Fund, Non-Departmental, Contingency Account, to the General Capital Projects Fund, Sustainability Programs Project, in the amount of $18,953,753.

STEVEN TURNER, Sustainability & Performance Officer, presented the following presentation.

- Solar Master Energy Services Agreement
- Background
  - Feasibility study completed in early 2024
  - 23 of the 25 sites studied were found as feasible options
  - Proposed system size is roughly 9 megawatts
  - 50+% proposed energy offset
  - Total project cost is $34,028,753
  - $8.3 million savings from the Inflation Reduction Act
  - 20 year project agreement
    - $42,187,064 savings over 20 years
    - $53,597,653 savings over 25 years
  - General Fund will receive 30% of the savings and Utility funds will receive 70%

        - 10% Water
        - 60% Wastewater
- Sites Suitable for Solar
    - Airport Water Reclamation Facility (AWRF)
    - Ocotillo Water Reclamation Facility (OWRF)
    - Pecos Surface Water Treatment Facility
    - City Hall
    - Fire Administration Building
    - Information Technology Building
    - Chandler Nature Center
    - Chandler Heights Substation
    - Public Safety Training Facility
    - Parks & Facilities Service Center
    - McQueen Yard
    - Transportation & Development Building
    - Sunset Library
    - Fire Stations 1-3 and 5-11
- Next Steps
    - Complete work orders for the individual sites
    - Guaranteed Savings
        - All savings in the final work orders will be guaranteed
    - Installation will take roughly one year
    - Smaller sites may come online sooner
- Questions?

COUNCILMEMBER ORLANDO asked what the estimated annual savings will be.

MR. TURNER answered the estimated annual savings will be a little over $2 million. This will begin after the service begins, as the city will own the sites and be the beneficiary.

COUNCILMEMBER ORLANDO asked if potentially 70% savings will be put back into wastewater.

MR. TURNER said approximately 60% will return to wastewater and 10% to water.

COUNCILMEMBER ORLANDO commented that this may potentially reduce rates because the variable cost will be captured by solar.

MR. TURNER agreed and noted Chandler is working in-house to absorb all costs before asking residents for a rate increase.

COUNCILMEMBER ORLANDO noted that Chandler was one of the first cities to adapt to a solar grid and thanked staff.

MR. TURNER added that the array is one of the largest city-owned solar arrays in the state.

COUNCILMEMBER ORLANDO commented that the investment of onetime funds into this project allows savings on ongoing expenses.

MAYOR HARTKE thanked staff and said the investment of onetime funds into ongoing savings is a priority of Council.

5. Resolution No. 5909 Authorizing Submittal of an Indian Gaming Revenue Sharing Grant Application from St. Joseph The Worker to Ak-Chin Indian Community
   Move City Council pass and adopt Resolution No. 5909 authorizing the submittal of a $25,000 pass-through Indian Gaming Revenue Sharing Grant Application from St. Joseph The Worker for its Workforce Development Program.

6. Resolution No. 5908 Authorizing Submittal of an Indian Gaming Revenue Sharing Grant Application from Dignity Health Foundation - East Valley to Ak-Chin Indian Community
   Move City Council pass and adopt Resolution No. 5908 authorizing the submittal of a $146,879 pass-through Indian Gaming Revenue Sharing Grant Application from the Dignity Health Foundation – East Valley to the Ak-Chin Indian Community to purchase four Point of Care Ultrasound Units.

7. Resolution No. 5904, Authorizing a Grant Application for, and Acceptance of Grant Funds from, the Arterial Rehabilitation and Reconstruction Program for Improvements to Chandler Boulevard from Dobson Road to Price Road
   Move City Council pass and adopt Resolution No. 5904, authorizing a grant application for, and acceptance of grant funds from, the Arterial Rehabilitation and Reconstruction Program to fund the repaving of and other improvements to Chandler Boulevard from Dobson Road to Price Road.

## Cultural Development

8. Job Order Project Agreement No. CA2206.402 with Achen-Gardner Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2404.401, for Downtown Alley Improvements from California Street to San Marcos Alleyway
   Move City Council award Job Order Project Agreement No. CA2206.402 to Achen-Gardner Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2404.401, for Downtown Alley Improvements from California Street to San Marcos Alleyway, in an amount not to exceed $373,634.88.

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

- Cultural Development
- Downtown Alley Improvements

    - Improved vehicular and pedestrian access to include:
        - Safety and pedestrian circulation
        - Surface Improvements
        - Stamped asphalt
        - Valley gutters
        - Signage
        - Lighting Upgrades
- Downtown Alley Improvements
    - Outreach and input with the Downtown community
    - Summer construction to reduce impact to businesses
    - 90-day construction
    - Questions

COUNCILMEMBER ORLANDO thanked staff and asked if more projects are expected in the downtown area.

MS. MOYERS said the city continually looks for projects to increase safety and visibility in the downtown area.

COUNCILMEMBER ORLANDO commented that the city ought to work with downtown area business owners on waste management.

MS. MOYERS said through other alleyway projects, the city has been able to incorporate trash co-ops which have been successful, while not necessarily part of this project as there is no city-owned property in this project.

## Development Services

9. Introduction and Tentative Adoption of Ordinance No. 5131, Rezoning and Preliminary Development Plan, PLH24-0035 California Duplex, Generally Located 1/2 mile South of the Southwest Corner of Chandler Boulevard and Arizona Avenue
   Rezoning
   Move City Council introduce and tentatively adopt Ordinance No. 5131, approving PLH24-0035 California Duplex, Rezoning from Planned Area Development (PAD) for Single-Family Residential to PAD for a Duplex, subject to the conditions as recommended by Planning and Zoning Commission.
   Preliminary Development Plan
   Move City Council approve Preliminary Development Plan PLH24-0035 California Duplex for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

## Economic Development

10. Resolution No. 5915, Approving an Intergovernmental Agreement Between the City of Chandler and the Arizona Board of Regents, on Behalf of Arizona State University and Its L. William Seidman Research Institute, W.P. Carey School of Business, to Provide a 20-Year Economic Vitality Report for the City, and Authorizing the Acceptance of Grant Funds from the Chandler Industrial Development Authority

    Move City Council pass and adopt Resolution No. 5915 approving an Intergovernmental Agreement between the City of Chandler and the Arizona Board of Regents, on behalf of Arizona State University and its L. William Seidman Research Institute, W.P. Carey School of Business, to provide a 20-year economic vitality report for the city, in an amount not to exceed $145,000; and authorizing the acceptance of grant funds from the Chandler Industrial Development Authority in the amount of $150,000.

MICAH MIRANDA, Economic Development Director, introduced the item. He shared this engages ASU in a 20-year vision project, similar to a project conducted 17 years ago. This contract will be with ASU's L. William Seidman Research Institute to begin exploring how Chandler can prepare itself for the future and provide recommendations for the city to consider as a path forward is charted.

VICE MAYOR ELLIS asked how the results of the report will help the city move forward.

MR. MIRANDA explained that what will be done with the results will depend upon the research, analysis, and community work conducted by ASU. The intention was for the city to take a step back and allow ASU to conduct analysis from a wider perspective. One item this study is tasked with investigating is providing specific recommendations in some areas to challenge Chandler in the future such as continuing economic vitality.

VICE MAYOR ELLIS asked if this will result in evidence-based research the city can use in the future.

MR. MIRANDA agreed and explained it will be similar to a previous city where recommendations were given, and the city incorporated the recommendations into the overall planning of the city, which lead to beneficial results. The city hopes to use this study to continue its success.

COUNCILMEMBER POSTON requested the previous studies to be shared with Council to see prior accomplishments and what was incorporated.

MR. MIRANDA said staff will follow up with highlights in prior reports.

COUNCILMEMBER ORLANDO shared some of the prior recommendations, which included preserving Price Corridor, expanding the Chandler Municipal Airport, and plan for affordable housing. The value of having a plan like this will identify what the future can look like, and Council can identify what resources are needed to make it happen.

MR. MIRANDA agreed. He explained that staff will likely return to Council with some budgetary items once the document is finalized and presented and get direction on action. Part of the plan is to engage ASU's Thunderbird School of Business to identify action items that can be taken to implement the plan.

COUNCILMEMBER POSTON thanked staff for the use of creative funding to pursue this item.

11. Resolution No. 5916, Approving a Second Amendment to the Intergovernmental Agreement Between the City of Chandler and the Arizona Board of Regents, on Behalf of Arizona State University, for the Delivery of Business Incubator and Ecosystem Building Services, in an Amount Not to Exceed $275,000 Annually, for the Period of Two Years, Beginning July 1, 2025, Through June 30, 2027
    Move City Council pass and adopt Resolution No. 5916, approving a second amendment to the Intergovernmental Agreement between the City of Chandler and the Arizona Board of Regents, on behalf of Arizona State University, for the delivery of business incubator and ecosystem building services, in an amount not to exceed $275,000 annually, for the period of two years, beginning July 1, 2025, through June 30, 2027.

## Information Technology

12. Agreement No. 4904, for Applications Managed Support Services
    Move City Council approve Agreement No. 4904, with Parsus Solutions, LLC, for applications managed support services, in an amount not to exceed $860,000, for the period of one year, beginning June 15, 2025, through June 14, 2026.

13. Purchase of Information Technology Temporary Staffing Services
    Move City Council approve the purchase of information technology temporary staffing services, from Computer Aid, Inc., utilizing the Sourcewell Contract No. 071321-CAI, in an amount not to exceed $4,852,400, for a period of one year, beginning July 1, 2025, through June 30, 2026.

14. Purchase of Utility Billing System Annual Support and Maintenance
    Move City Council approve the purchase of utility billing system annual support and maintenance services, from N. Harris Computer Corporation, in the amount of $267,989.85, for the period of one year, beginning July 1, 2025, through June 30, 2026.

15. Purchase of Oracle Annual Support and Maintenance
    Move City Council to approve the purchase of Oracle annual support and maintenance from Mythics, Inc., utilizing the Omnia Partners Contract No. R190801, in the amount of $424,970, for the period of one year, beginning August 1, 2025, through July 31, 2026.

## Management Services

16. License Series 12, Restaurant Liquor License Application for Jared Michael Repinski, Agent, Tap N Taco CH 1, LLC, DBA Tap N Taco
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 340168, a Series 12, Restaurant Liquor License, for Jared Michael Repinski, Agent, Tap N Taco CH1, LLC, DBA Tap N Taco, located at 141 S. Arizona Avenue, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309493.

17. License Series 10, Beer and Wine Store Liquor License Application for Andrea Dahlman Lewkowitz, Agent, Trimark Chandler Hospitality II, LLC, DBA TownePlace Suites Phoenix Chandler Fashion Center
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 337993, a Series 10, Beer and Wine Store Liquor License, for Andrea Dahlman Lewkowitz, Agent, Trimark Chandler Hospitality II, LLC, DBA TownePlace Suites Phoenix Chandler Fashion Center, located at 3635 W. Chandler Boulevard, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 305670.

18. New License Series 12, Restaurant Liquor License Application for Gerardo Reyes Gomez, Agent, Morning Glory Restaurant 3, LLC, DBA Morning Glory Brunchery
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 340292, a Series 12, Restaurant Liquor License, for Gerardo Reyes Gomez, Agent, Morning Glory Restaurant 3, LLC, DBA Morning Glory Brunchery, located at 70 E. Riggs Road, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309522.

19. License Series 12, Restaurant Liquor License Application for Luther Jeremy Rainer III, Agent, Pizza Solutions, LLC II, DBA Rosati's Pizza
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 343458, a Series 12, Restaurant Liquor License, for Luther Jeremy Rainer III, Agent, Pizza Solutions, LLC II, DBA Rosati's Pizza, located at 1050 E. Ray Road, Suite 2, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309547.

## Mayor and Council

20. Adoption of Ordinance No. 5132, Forming a City Charter Amendment Resident Advisory Committee
Move Council adopt Ordinance No. 5132, forming a City Charter Amendment Resident Advisory Committee, to review and identify potential amendments to the City's Charter.

RYAN PETERS, Strategic Initiatives Director, presented on the item. Mr. Peters shared that this item is for the adoption of Ordinance No. 5132, Forming a City Charter Amendment Resident Advisory

Committee, this ordinance will be effective after 30 days. Committee members may be approved at the Thursday Regular City Council meeting. Meetings should begin in late July or early August with an expectation to have recommendations to City Council in February 2026. There will be opportunities for input during the process. To follow Maricopa County guidelines for the election, a call for election will occur in February 2026, with the approval of ballot language in March 2026 at Council meetings. The committee anticipates reviewing the charter in depth and examine opportunities to modernize language considering the wishes of Council and residents. Ultimately, voters will be posed ballot questions regarding changing charter language.

COUNCILMEMBER ORLANDO asked if these meetings would be open to the public.

MR. PETERS answered that as a public body formed by Council, meetings will be public meetings in accordance with Arizona Open Meeting Law.

COUNCILMEMBER ORLANDO asked if there are specific edits identified or will the committee review the entire charter.

MR. PETERS explained that he has reviewed the charter with the City Attorney and City Clerk to identify areas for improvement. These findings will be presented to the committee, allowing for suggestions from the committee or the public.

COUNCILMEMBER ORLANDO asked if resident input will be sought.

MR. PETERS said yes. This will act as an advisory body, accepting recommendations, to present to Council.

MAYOR HARTKE asked when charter amendments would be expected to go on a ballot.

MR. PETERS explained that the dates mentioned earlier were to align with a primary election held in August. Other election dates can be explored. It is anticipated that the 2026 Chandler local election ballot will have many questions such as an APS franchise, home rule, and a candidate election. The city aims to ensure that the charter amendments have the best chance of success. Should a November election be pursued, then deadlines would be in May and June 2026.

MAYOR HARTKE asked if there are any earlier election options.

MR. PETERS said a spring election would condense the timeline.

DANA DELONG, City Clerk, added that a call of election must occur at least 180 days before the election, with the approval of ballot language to occur five months before the election.

MAYOR HARTKE noted that to follow these guidelines for a potential spring election, a call to election would need to occur in October, with ballot language in November.

COUNCILMEMBER HARRIS shared that a balance of thoughtful work is needed to align with election deadlines.

## Police Department

21. Purchase of Secure Communication Software
    Move City Council approve the purchase of secure communication software, from Genasys, Inc., utilizing the Sourcewell Contract No. 051321-GYS, in an amount not to exceed $173,250.01, for Fiscal Years 2024-2025 through 2029-2030.

## Public Works and Utilities

22. Agreement No. 4521, Amendment No. 3, Supervisory Control and Data Acquisition (SCADA) Maintenance Services
    Move City Council approve Agreement No. 4521, Amendment No. 3, with Schneider Electric Systems USA, Inc., for the sole source purchase of SCADA maintenance services, in an amount not to exceed $149,903, for the period of one year, July 1, 2025, through June 30, 2026.

23. Construction Agreement No. WW2206.404, with Arrowmark, LLC, for the Reclaimed Water Pipe Extension - Germann Road and Hamilton Street
    Move City Council award Construction Agreement No. WW2206.404, to Arrowmark, LLC, for the Reclaimed Water Pipe Extension - Germann Road and Hamilton Street, in an amount not to exceed $835,000.

24. Professional Services Agreement No. WW2206.454, with Wilson Engineers, LLC, for the Reclaimed Water Pipe Extension - Germann Road and Hamilton Street Construction Management Services
    Move City Council award Professional Services Agreement No. WW2207.454, to Wilson Engineers, LLC for the Reclaimed Water Pipe Extension Germann Road and Hamilton Street Construction Management Services, in the amount not to exceed $141,990.

25. Construction Services Agreement No. ST2103.504, SRP Contract No. 4225073, with Salt River Project (SRP), for the Ray Road and Dobson Road Intersection Improvements
    Move City Council award Construction Services Agreement No. ST2103.504, SRP Contract No. 4225073, to SRP, for the Ray Road and Dobson Road Intersection Improvements, in an amount not to exceed $328,834.

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27. Purchase of Flow Meters, Level Meters, and Repair Services
Move City Council approve the purchase of flow meters, level meters, and repair services from Western Environmental Equipment Co., utilizing City of Phoenix Contract No. 4701010048, in an amount not to exceed $162,932.49.

28. Purchase of Replacement Furniture
Move City Council approve the purchase of replacement furniture for Public Works and Utilities, Wastewater Collections Building, utilizing State of Arizona Contract No. CTR067399, with Elontec, LLC, in an amount not to exceed $206,168.10.

29. Purchase of Heat, Ventilation, and Cooling (HVAC) Equipment, Installation, and Services
Move City Council approve the purchase of HVAC equipment, installation, and services, utilizing Mohave Educational Services Cooperative Contract No. 24B-SMC-0905, with Sun Mechanical Contracting, Inc., in an amount not to exceed $325,000.

## Public Hearing

30. Public Hearing on Adoption of the FY 2025-26 Annual Budget, 2026-2035 Capital Improvement Program (CIP), and Setting the FY 2025-26 Property Tax Levies
    1. Open Public Hearing
    2. Staff Presentation
    3. Council Discussion
    4. Discussion from the Audience
    5. Close Public Hearing

## Adjourn

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

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 26, 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 9th day of June 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2025.

_____

City Clerk

**Scheduled Public Appearance**
**Provided by Brook Beall**
**June 9, 2025 Study Session**

# Crime Spree on Consolidated Canal in Chandler, AZ

2025 Jun 08

# Email from SRP forwarded to Mayor Hartke and Chandler City Council on 2024-09-24

**EBikes and the SRP Canals**

From Bryanna H Mchenry
To Erika Berry, Michael Stewart
Cc Brook Beall
Date 2024-08-30 15:54

Summary Headers Plain text

Good afternoon,

I am writing to address the concerns expressed by Mr. Beal regarding the use of motorized vehicles along the SRP canal. The Salt River Project (SRP) is responsible for the operation and maintenance of the canals, which serve the primary purpose of delivering water to rightful end users. It is important to note that all activities conducted on the canal premises are subject to local laws, federal regulations, and SRP's posted rules, including the prohibition of motorized vehicles.

Recent discussions with the Bureau of Reclamation have reaffirmed that electric bikes (eBikes) and electric scooters (eScooters) fall under the category of motorized vehicles/ off-road vehicles. Consequently, they are not allowed along the canal paths as per the existing posted rules. Under the Code of Federal Regulations (CFR), E-bikes may only be exempt from this classification if three conditions are met:

-

- 43 CRF 420.5 – Definitions
  - E-bikes are excluded a "off-road vehicles" when:
    - Used where non-motorized vehicles are allowed;
    - Used where motor is not exclusively propelling the bike for an extended period of time AND
    - The Regional Director has expressly determined that E-bikes should be treated the same a non-motorized bicycles.

Because the Bureau of Reclamation's Regional Director has not expressly determined that E-bikes should be treated the same a non-motorized bicycles, their use along the SRP canal continues to be prohibited. The same restrictions apply to eScooters.

We appreciate your understanding and cooperation in this matter. Ensuring the safety and proper use of the canals is of utmost importance to us. Should you have any further questions or require additional information, please do not hesitate to contact us.

Best regards,

**Bryanna McHenry**
Canal Multiple Use Construction Consultant
SRP | Field Consulting Services | SSW301
P.O. Box 52025, Phoenix, AZ 85072-2025
**P**: (602) 236-5961 | **M**: (480) 290-2061

# A.R.S. § 28.819

28-819. Electric bicycles; electric standup scooters

A. An operator of an electric bicycle or an electric standup scooter is granted all the rights and privileges and is subject to all of the duties of a person riding a bicycle. Except as otherwise provided in this section or as otherwise regulated by a local authority, an electric bicycle or an electric standup scooter is subject to the same provisions of this title as a bicycle.

B. An electric bicycle or an electric standup scooter is not subject to the provisions of this title relating to certificates of title, registration, vehicle license tax, driver licenses or vehicle insurance.

C. Beginning January 1, 2019, manufacturers and distributors of electric bicycles shall apply a label that is permanently affixed, in a prominent location, to each electric bicycle. The label shall contain the classification number, top assisted speed and motor wattage of the electric bicycle and shall be printed in at least nine-point type.

D. A class 1 electric bicycle, a class 2 electric bicycle or an electric standup scooter may be used on bicycle and multiuse paths. A local authority or agency of this state having jurisdiction over a bicycle or multiuse path may prohibit the operation of a class 1 electric bicycle, class 2 electric bicycle or electric standup scooter on the path.

E. A class 3 electric bicycle may not be operated on a bicycle or multiuse path unless it is within or adjacent to a highway or roadway or unless the local authority or agency of this state having jurisdiction over the path allows the operation.

F. An electric standup scooter must have a unique identification that consists of letters or numbers, or both, and that is visible from a distance of at least five feet. The identification:

1. May not be obscured by branding or other markings.

2. Shall be used in this state to identify the electric standup scooter. This paragraph applies to all persons, including local authorities.

# Chandler Municipal Ordinance 31-6-c

**31-6. - Uses and activities permitted in designated areas or subject to other restrictions.**

Except where such use is conducted by the City or by others pursuant to a City organized program or Community Services Department issued permit, for maintenance or as specifically authorized in this chapter, the following activities are permitted in park and facilities only in areas designated for such use as notified and provided for in Section 31-4 C:

A. Golfing, operating model rockets or remote control models including airplanes, helicopters and boats.

B. Playing disc golf or archery.

C. Driving, riding, or operating a motorized or motor-assisted vehicle or device including, but not limited to: any automobile, truck, motorcycle, motorbike, motor scooter, or all-terrain vehicle, within a park or facility, except upon public roadways, or designated parking areas. This prohibition shall not apply to City-owned vehicles, permitted concessionaires, motorized wheelchairs, similar motorized mobility devices and emergency/public safety vehicles. The speed of any motorized vehicle or motor-assisted vehicle or device shall not exceed fifteen (15) miles per hour unless designated otherwise. All such vehicles or devices shall be operated in a safe manner and shall not infringe upon or endanger the safety of the driver or the general public.

D. Riding or having horses, mules, or other pack animals, or using any park for any equestrian purpose.

E. Geocaching.

F. Riding a bicycle is allowed: (1) where posted to authorize bicycle riding; or (2) on any designated bikeway; or (3) on any road designated and established for automotive traffic; or (4) on paved and unpaved park roads used as fire or service roads by authorized motor vehicles unless otherwise posted. Motorcycles or any other motorized vehicles are prohibited except on roads designated and established for automotive traffic.

G. Playing any game of ball or engaging in any sport activity either on a scheduled or routine basis.

(Ord. No. 4300, § 1, 5-12-11)

# Signs posted on Consolidated Canal by City of Chandler and SRP

# Electronic Signs posted on Consolidated Canal by Chandler Police Department 2025-04-04

# Meeting Minutes
# City Council Regular Meeting

June 12, 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
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

*Vice Mayor Christine Ellis attended virtually.

## Invocation
The invocation was given by Pastor James Hoefer, Epiphany Lutheran Church.

## Pledge of Allegiance
The Pledge of Allegiance was led by Councilmember Hawkins.

## Consent Agenda and Discussion
**Discussion was held on Item 9, and a motion was made to move the item to the Action Agenda.**

### Airport
1. Construction Agreement No. AI2302.401 with Combs Construction Company, Inc., for Taxiway B Improvements Phase 1

Move City Council award Construction Agreement No. AI2302.401 to Combs Construction Company, Inc., for Taxiway B Improvements Phase 1, for an amount not to exceed $1,236,949.70.

## City Clerk

2. Approval of Minutes
   Move City Council approve the Council meeting minutes of the Special Meeting of April 29, 2025, the Special Meeting of May 12, 2025, the 4:00 PM Special Meeting of May 19, 2025, the 4:30 PM Special Meeting of May 19, 2025, and the Study Session of May 19, 2025.

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

MAYOR HARTKE recognized board and commission appointees in attendance.

## City Manager

4. Resolution No. 5917, Master Energy Services Agreement between Ameresco, Inc., and the City of Chandler for New Solar Installations
   Move City Council pass and adopt Resolution No. 5917, authorizing the Master Energy Services Agreement between Ameresco, Inc., and the City of Chandler, for New Solar Installations at City Facilities, in an amount not to exceed $34,028,753; authorizing the City Manager or designee to execute work orders for each solar site; and approving a contingency transfer from General Fund, Non-Departmental, Contingency Account, to the General Capital Projects Fund, Sustainability Programs Project, in the amount of $18,953,753.

5. Resolution No. 5909 Authorizing Submittal of an Indian Gaming Revenue Sharing Grant Application from St. Joseph The Worker to Ak-Chin Indian Community
   Move City Council pass and adopt Resolution No. 5909 authorizing the submittal of a $25,000 pass-through Indian Gaming Revenue Sharing Grant Application from St. Joseph The Worker for its Workforce Development Program.

6. Resolution No. 5908 Authorizing Submittal of an Indian Gaming Revenue Sharing Grant Application from Dignity Health Foundation - East Valley to Ak-Chin Indian Community
   Move City Council pass and adopt Resolution No. 5908 authorizing the submittal of a $146,879 pass-through Indian Gaming Revenue Sharing Grant Application from the Dignity Health Foundation – East Valley to the Ak-Chin Indian Community to purchase four Point of Care Ultrasound Units.

7. Resolution No. 5904, Authorizing a Grant Application for, and Acceptance of Grant Funds from, the Arterial Rehabilitation and Reconstruction Program for Improvements to Chandler Boulevard from Dobson Road to Price Road

Move City Council pass and adopt Resolution No. 5904, authorizing a grant application for, and acceptance of grant funds from, the Arterial Rehabilitation and Reconstruction Program to fund the repaving of and other improvements to Chandler Boulevard from Dobson Road to Price Road.

## Cultural Development

8. Job Order Project Agreement No. CA2206.402 with Achen-Gardner Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2404.401, for Downtown Alley Improvements from California Street to San Marcos Alleyway

   Move City Council award Job Order Project Agreement No. CA2206.402 to Achen-Gardner Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2404.401, for Downtown Alley Improvements from California Street to San Marcos Alleyway, in an amount not to exceed $373,634.88.

## Development Services

## Item No. 9 was moved to Action Agenda.

9. Introduction and Tentative Adoption of Ordinance No. 5131, Rezoning and Preliminary Development Plan, PLH24-0035 California Duplex, Generally Located 1/2 mile South of the Southwest Corner of Chandler Boulevard and Arizona Avenue

   Rezoning

   Move City Council introduce and tentatively adopt Ordinance No. 5131, approving PLH24-0035 California Duplex, Rezoning from Planned Area Development (PAD) for Single-Family Residential to PAD for a Duplex, subject to the conditions as recommended by Planning and Zoning Commission.

   Preliminary Development Plan

   Move City Council approve Preliminary Development Plan PLH24-0035 California Duplex for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

## Economic Development

10. Resolution No. 5915, Approving an Intergovernmental Agreement Between the City of Chandler and the Arizona Board of Regents, on Behalf of Arizona State University and Its L. William Seidman Research Institute, W.P. Carey School of Business, to Provide a 20-Year Economic Vitality Report for the City, and Authorizing the Acceptance of Grant Funds from the Chandler Industrial Development Authority

    Move City Council pass and adopt Resolution No. 5915 approving an Intergovernmental Agreement between the City of Chandler and the Arizona Board of Regents, on behalf of Arizona State University and its L. William Seidman Research Institute, W.P. Carey School of Business, to provide a 20-year economic vitality report for the city, in an amount not to exceed $145,000; and authorizing the acceptance of grant funds from the Chandler Industrial Development Authority in the amount of $150,000.

11. Resolution No. 5916, Approving a Second Amendment to the Intergovernmental Agreement Between the City of Chandler and the Arizona Board of Regents, on Behalf of Arizona State University, for the Delivery of Business Incubator and Ecosystem Building Services, in an Amount Not to Exceed $275,000 Annually, for the Period of Two Years, Beginning July 1, 2025, Through June 30, 2027

    Move City Council pass and adopt Resolution No. 5916, approving a second amendment to the Intergovernmental Agreement between the City of Chandler and the Arizona Board of Regents, on behalf of Arizona State University, for the delivery of business incubator and ecosystem building services, in an amount not to exceed $275,000 annually, for the period of two years, beginning July 1, 2025, through June 30, 2027.

## Information Technology

12. Agreement No. 4904, for Applications Managed Support Services

    Move City Council approve Agreement No. 4904, with Parsus Solutions, LLC, for applications managed support services, in an amount not to exceed $860,000, for the period of one year, beginning June 15, 2025, through June 14, 2026.

13. Purchase of Information Technology Temporary Staffing Services

    Move City Council approve the purchase of information technology temporary staffing services, from Computer Aid, Inc., utilizing the Sourcewell Contract No. 071321-CAI, in an amount not to exceed $4,852,400, for a period of one year, beginning July 1, 2025, through June 30, 2026.

14. Purchase of Utility Billing System Annual Support and Maintenance

    Move City Council approve the purchase of utility billing system annual support and maintenance services, from N. Harris Computer Corporation, in the amount of $267,989.85, for the period of one year, beginning July 1, 2025, through June 30, 2026.

15. Purchase of Oracle Annual Support and Maintenance

    Move City Council to approve the purchase of Oracle annual support and maintenance from Mythics, Inc., utilizing the Omnia Partners Contract No. R190801, in the amount of $424,970, for the period of one year, beginning August 1, 2025, through July 31, 2026.

## Management Services

16. License Series 12, Restaurant Liquor License Application for Jared Michael Repinski, Agent, Tap N Taco CH 1, LLC, DBA Tap N Taco

    Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 340168, a Series 12, Restaurant Liquor License, for Jared Michael Repinski, Agent, Tap N Taco CH1, LLC, DBA Tap N Taco, located at 141 S. Arizona Avenue, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309493.

17. License Series 10, Beer and Wine Store Liquor License Application for Andrea Dahlman Lewkowitz, Agent, Trimark Chandler Hospitality II, LLC, DBA TownePlace Suites Phoenix Chandler Fashion Center
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 337993, a Series 10, Beer and Wine Store Liquor License, for Andrea Dahlman Lewkowitz, Agent, Trimark Chandler Hospitality II, LLC, DBA TownePlace Suites Phoenix Chandler Fashion Center, located at 3635 W. Chandler Boulevard, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 305670.

18. New License Series 12, Restaurant Liquor License Application for Gerardo Reyes Gomez, Agent, Morning Glory Restaurant 3, LLC, DBA Morning Glory Brunchery
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 340292, a Series 12, Restaurant Liquor License, for Gerardo Reyes Gomez, Agent, Morning Glory Restaurant 3, LLC, DBA Morning Glory Brunchery, located at 70 E. Riggs Road, Suite 1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309522.

19. License Series 12, Restaurant Liquor License Application for Luther Jeremy Rainer III, Agent, Pizza Solutions, LLC II, DBA Rosati's Pizza
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Move City Council approve the purchase of HVAC equipment, installation, and services, utilizing Mohave Educational Services Cooperative Contract No. 24B-SMC-0905, with Sun Mechanical Contracting, Inc., in an amount not to exceed $325,000.

# Consent Agenda Motion and Vote

Councilmember Orlando moved to approve Consent Agenda Items 1-29 of the June 12, 2025, Regular City Council Meeting, with the exception of Item 9; Seconded by Councilmember Harris.

Consent Agenda Items 1-29, with the exception of Item 9 which was moved to action, passed unanimously 7-0.

# Action Agenda Item 9 Motion and Vote

9. Introduction and Tentative Adoption of Ordinance No. 5131, Rezoning and Preliminary Development Plan, PLH24-0035 California Duplex, Generally Located 1/2 mile South of the Southwest Corner of Chandler Boulevard and Arizona Avenue
   Rezoning
   Move City Council introduce and tentatively adopt Ordinance No. 5131, approving PLH24-0035 California Duplex, Rezoning from Planned Area Development (PAD) for Single-Family Residential to PAD for a Duplex, subject to the conditions as recommended by Planning and Zoning Commission.
   Preliminary Development Plan
   Move City Council approve Preliminary Development Plan PLH24-0035 California Duplex for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

### Discussion

JULIETTE SPENCE, Chandler, AZ, Spoke on Item 9. Ms. Spence shared that she is a Chandler resident. She expressed that she's glad to be part of the community. She chose to make her home in Pueblo Viejo, which is the oldest part of town. As a result, the lots and homes in that neighborhood are small, something typical of older areas. Ms. Spence emphasized that she is not questioning any of the decisions made by those involved in bringing forward Item 9, the proposed California duplex. She believes that everyone, both past and present, has followed the law and city codes, which, is not the issue. She also understands why many codes have been updated, including those required at the city level. Ms. Spence shared that she spent the past few weeks contacting her state legislators. She did research to figure out the best way to reach them and made calls to share her views on recently passed middle housing legislation. In addition, she attended a Planning and Zoning Commission meeting, as well as previous City Council meetings, to gain a better understanding of how they operate and how consent agenda items are handled. She stated that she fully supports the need for new housing and code updates. Her main point was to bring attention back to Pueblo Viejo a neighborhood with deep history and character. She closed by mentioning that just the night before, she passed a brand-new mural that read "Pueblo Viejo,".

COUNCILMEMBER ORLANDO asked Ms. Spence if she could summarize her issue in one sentence.

MS. SPENCE said that Pueblo Viejo is at risk of losing its unique character due to gentrification if two-story or larger duplexes continue to be allowed, especially in a neighborhood like Pueblo.

COUNCILMEMBER ORLANDO asked staff to explain what can and cannot be done in that part of town, noting that some issues are beyond the city's control. He said Ms. Spence and the community deserve a clear answer for the record.

JOSHUA WRIGHT, City Manager, said staff would reach out and provide a response.

COUNCILMEMBER ORLANDO indicated that he would appreciate receiving comments promptly. He urged staff to explain to Ms. Spence why the city is required to allow this type of property in that area.

MR. WRIGHT said Mr. Mayo would address the question.

KEVIN MAYO, Planning Administrator, commended Ms. Spence for being well-informed. He explained that the California duplex request involves only two minor exceptions to current zoning: a reduced front yard setback and a slight increase in lot coverage. The rest complies with existing rules. Mr. Mayo clarified that a new state law requires the city to permit a broader range of housing types, including up to fourplexes, in the downtown area and nearby neighborhoods. The city is working on a code update to reflect this, which will be presented later this year. This law limits the city's ability to set setbacks or restrict building height, allowing buildings to be up to three stories high. The current request aligns with existing rules, but upcoming changes will further expand housing options.

COUNCILMEMBER ORLANDO said he appreciated the clarification and emphasized the goal of encouraging more for-sale homes in the area. He asked whether the proposed homes would be rentals or sold to family members.

MR. MAYO said that the owner has not yet decided whether the units will be kept for immediate family or if one or both will be rented out.

COUNCILMEMBER ORLANDO said rentals are needed but emphasized that this area is better suited for for-sale homes. He noted ongoing efforts by Councilmember Poston and staff to develop a housing plan focused on middle-level housing.

COUNCILMEMBER ENCINAS said residents are mainly concerned about the height of the proposed project, not the lot coverage. He asked if upcoming state code changes or current regulations could address those concerns, particularly regarding privacy and the building's height being taller than that of others in the neighborhood.

MR. MAYO said the proposed duplex is two stories, while most homes in the area are single-story. He said reducing the height is difficult due to fixed factors, such as grading, floor height, and roof

pitch. Even with adjustments, only about 18 inches could be reduced, which wouldn't significantly address visibility concerns. He noted that the main issue is the second-floor windows. Regarding the new state law, he stated that it preempts cities from setting stricter height limits for one- to four-unit housing, so the city won't be able to impose lower height caps beyond what is allowed in the current MF-2 zoning, which permits up to 45 feet.

COUNCILMEMBER ENCINAS asked for clarification, confirming that the current zoning allows for a maximum height of 45 feet.

MR. MAYO clarified that the current zoning for the site allows for a height of up to 45 feet. While that isn't realistic for a single-family lot, he noted that if someone were to combine multiple lots, such as six, eight, or ten, they could build a taller multi-family development by right under the existing zoning.

COUNCILMEMBER ENCINAS asked if the height of this specific project was known.

MR. MAYO said the height of the project is approximately in the mid-20s in feet, though he did not have the exact number, and confirmed it is a two-story structure.

COUNCILMEMBER ENCINAS said the building is 28 and a half feet tall.

MR. MAYO confirmed the height is in the upper 20s.

COUNCILMEMBER ENCINAS said it was mentioned that the only possible height reduction would be approximately 18 inches.

MR. MAYO said while it's possible to reduce the height by about 18 inches by lowering ceiling heights and adjusting the roof pitch, it wouldn't significantly affect the placement of second-floor windows. Since the main concern is visibility into neighboring backyards, these minor changes wouldn’t make a meaningful difference.

COUNCILMEMBER ENCINAS asked if there was community input.

MR. MAYO said that the information is included in the public neighborhood notification memo.

MAYOR HARTKE asked Council if they were close to voting on the item or preferred to move it to an action item. He requested input from the City Attorney, noting that items are typically handled through a single consent vote without discussion. However, if a significant conversation was still needed, he suggested it would be more appropriate to move the item to action rather than continue as is.

KELLY SCHWAB, City Attorney, agreed.

MAYOR HARTKE said if further discussion is needed, a motion should be made to address the item separately.

VICE MAYOR ELLIS said that when the project was first presented to her, she asked whether the architectural design could address privacy concerns by avoiding windows that overlook neighboring backyards. She noted she wasn't sure if the applicants had taken that feedback into account, as she had sent that message previously.

COUNCILMEMBER HARRIS asked that the item be moved to an action item.

### Item 9, Motion and Vote

Councilmember Harris moved to move Item 9, Introduction and Tentative Adoption of Ordinance No. 5131, Rezoning and Preliminary Development Plan, PLH24-0035 California Duplex, Generally Located 1/2 mile South of the Southwest Corner of Chandler Boulevard and Arizona Avenue, to the Action Agenda; Seconded by Councilmember Poston.

Motion carried unanimously (7-0).

### Item 9, Action Agenda Motion and Vote

COUNCILMEMBER HARRIS asked for a 30 day continuance of the item.

MS. SCHWAB requested the motion be reworded to be for the next set Council meeting date.

Councilmember Harris moved for Item 9, Introduction and Tentative Adoption of Ordinance No. 5131, Rezoning and Preliminary Development Plan, PLH24-0035 California Duplex, Generally Located 1/2 mile South of the Southwest Corner of Chandler Boulevard and Arizona Avenue to be continued to the regular City Council meeting scheduled for July 17, 2025; Seconded by Councilmember Encinas.

Motion carried unanimously (7-0).

## Public Hearing

30. Public Hearing on Adoption of the FY 2025-26 Annual Budget, 2026-2035 Capital Improvement Program (CIP), and Setting the FY 2025-26 Property Tax Levies
    1. Open Public Hearing
    2. Staff Presentation
    3. Council Discussion
    4. Discussion from the Audience
    5. Close Public Hearing

### Open Public Hearing

MAYOR HARTKE opened the public hearing at 6:18 PM.

## Staff Presentation

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

- FY 2025-26 Proposed Budget
  2026-2035 Capital Improvement Program (CIP)
  2025-26 Property Tax levy
- FY 2025-26 Proposed Budget "Strength in Number"
- Total Budget $1,628,875,875 | Total General Fund: $615,641,303
- Proposed Budget
  - Adheres to financial policies and is structurally balanced
    - Ongoing for ongoing and one-time for one-time
- Uses Strategic Framework to guide decisions
- Provides for cost-effective, quality services
- Maintains long-term financial sustainability
- Resident engagement through input opportunities
  - Kickoff, Resident Budget Survey & Three Workshops
  - All-day Budget Briefing
  - Tentative and Final Adoption in May/June
- Operating Budget Highlights
  - Maintains City Transaction Privilege Tax (TPT) rates (lowest in Arizona) and reduces primary property tax rate
  - Water, Wastewater, and Solid Waste rate changes are planned in the new Fiscal Year to ensure funds are self supporting
  - Budget maintains existing service levels in an increasing cost environment
  - Adds funding for labor association commitments and general employee merit/market
  - Maintains Public Safety Personnel Retirement System (PSPRS) full funding status with $25M in one-time funding
  - Maintains strong reserves (includes 15% General Fund contingency reserve and $10M budget stabilization reserve)
- Total Annual Proposed Budget All funds (in millions)
  - Where the Money Comes From
  - Where the Money Goes
- 2026-2035 CIP Highlights
- 2026-2035 CIP total is $2,617,730,721 ($129M more than the 2025-2034 CIP)
- Updated to reflect additional utility projects and updates project cost estimates to current values
- Increased focus on aging infrastructure
- Includes projects utilizing potential new bond authorization in 3-10
- Only first year of CIP is appropriated, remainder is planned only
- FY 2025-26 Property Tax Levy
- Breakdown of a $1 Typical Chandler Property Tax Bill
  - Public Schools and Community College Districts 71 cents
  - Maricopa County & Special Districts 18 cents
  - City of Chandler 11 cents

    - Based on 2024 Tax Bill information. Exact split will vary depending on the school district and any other special taxing districts on the bill.
- FY 2025-26 Property Tax Levy
    - FY 2024-25 LPV $4.108B FY 2025-26 LPV $4.124B – 2024-25 Levy $44,473,790
    - FY 2025-26 LPV $4.124B – 2025-26 Levy $44,616,217
    - +0.4% increase 1.3% New Property -0.9% Appreciation – Levy Increase $142,427
- Tax Rate reduction from $1.0826 to $1.0818 reduces the impact of the Limited Property Value (LPV) increase
- Reduces property tax rate for the 10th consecutive year
- Impact of City Tax Rate Reduction on Median Value Homeowner
- Key Budget Dates
- Questions?
    - For your consideration: Res.#5906 Adopts the FY2025-26 Annual Budget, sets the amounts proposed to be raised by direct property taxation, and adopts the 2026-2035 CIP
    - Tentative and final adoption of Ordinance No. 5130, setting Property Tax Levies will be June 23rd and 26th, 2025
    - For more information visit chandleraz.gov/budget or call the Budget Office at (480)782-2254

## Council Discussion

MAYOR HARTKE asked to revisit the slide showing the tax dollar breakdown for Chandler and the other two jurisdictions. He asked if there were any changes from previous years for Maricopa County and the public schools, whether the figures were final, and if there was any information on the two jurisdictions shown on the left side of the slide.

MS. DLOTT said the slide reflects only the changes available so far, and they do not yet have all the updated figures for the school districts and the county.

MAYOR HARTKE asked when the updated information would be available.

DAWN LANG, Deputy City Manager/CFO, said she would need to follow up with the information, as she did not recall the date.

MAYOR HARTKE said that the information should be available by the end of the month, within the next couple of weeks.

MS. LANG said they should have it by then.

MAYOR HARTKE asked to be informed if there are any changes with the other two jurisdictions.

MS. LANG said we can do that.

MAYOR HARTKE said he would be interested in seeing what's happening in other taxing jurisdictions that affect property taxes. He acknowledged that while the city works hard to keep its rates stable, fluctuations in property values occur, and he is curious about the broader impacts.

### Discussion from the Audience

None.

### Close Public Hearing

MAYOR HARTKE closed the public hearing at 6:28 PM.

## Unscheduled Public Appearances

BROOK W. BEALL, 85 W. Teakwood Pl., Chandler, AZ. Mr. Beall requested that either the Police Department or the City Attorney provide a clear overview of the lawful and unlawful operation of e-bikes within Chandler city limits and on city-owned property. He asked for details about what's allowed on sidewalks, crosswalks, streets, parks, trails, and other public spaces. Specifically, he wanted to know if there are speed limits for riding on sidewalks, whether riders can go as fast as 65 miles per hour, are limited to the street speed limit, or have lower limits, such as 15 or 5 miles per hour. He emphasized the need for a comprehensive explanation of e-bike rules to avoid confusion, noting that neither the audience nor the Council currently fully understands these laws. He stressed that clear guidelines are necessary so everyone knows what is and isn't allowed when riding e-bikes in Chandler.

## Adjourn

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

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 26, 2025

## Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 12th day of June 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2025.

_____

City Clerk

# Meeting Minutes
# City Council Special Meeting

June 12, 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 6:31 p.m.

## Roll Call

### Council Attendance

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

### Appointee Attendance

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

*Vice Mayor Christine Ellis attended virtually.

## Action Agenda and Discussion

1. Resolution No. 5906, Adopting the Annual Budget in the Amount of $1,628,875,875; Setting Forth the Receipts and Expenditures; and the Amounts Proposed to be Raised by Direct Property Taxation for the Various Purposes for Fiscal Year (FY) 2025-26, and Adopting the 2026-2035 Capital Improvement Program (CIP) in the Amount of $2,617,730,721

   Move City Council pass and adopt Resolution No. 5906, adopting the Annual Budget in the amount of $1,628,875,875; setting forth the receipts and expenditures; and the amounts proposed to be raised by direct property taxation for the various purposes for FY 2025-26, and adopting the 2026-2035 CIP in the amount of $2,617,730,721, as presented or amended after the close of the public hearing.

# Action Agenda Motion and Vote

Councilmember Harris moved to pass and adopt Resolution No. 5906, adopting the Annual Budget in the amount of $1,628,875,875; setting forth the receipts and expenditures; and the amounts proposed to be raised by direct property taxation for the various purposes for FY 2025-26, and adopting the 2026-2035 CIP in the amount of $2,617,730,721, as presented or amended after the close of the public hearing.; Seconded by Councilmember Poston.

Motion carried unanimously (7-0).

# Current Events

### Mayor's Announcements

MAYOR HARTKE announced three park ribbon cuttings were scheduled for June 14: Orangetree Park at 2134 N. Bullmoose Dr. at 8:00 a.m., Brooks Crossing Park at 1345 W. Calle del Norte at 8:45 a.m., and Gazelle Meadows Park at 500 N. Exeter St. at 9:30 a.m.

MAYOR HARTKE announced the Maricopa Reads Summer Reading Challenge which runs June 1 through August 1. Readers can earn prizes through Chandler Public Library after logging minutes spent reading.

MAYOR HARTKE mentioned the overnight heat relief program begins June 13, where AZCEND will operate out of the Chandler Senior Center through September. More information can be found at chandleraz.gov/heatrelief.

MAYOR HARTKE noted that the I-10 Broadway Curve widening project on the freeway has concluded, a significant milestone for the region. Improvements have expanded capacity, improved safety, and reduced congestion along the freeway.

### Council's Announcements

COUNCILMEMBER ENCINAS wished residents a happy Pride Month and shared the opportunity he had to attend WorldPride 2025 in Washington, D.C., and meet representatives from the Victory Institute and the Ambassador of Ireland. He continued with the announcement of the Annual Pride Flag Raising in Dr. A.J. Chandler Park on Friday, June 13, beginning at 6:00 p.m. with a reception to follow.

COUNCILMEMBER POSTON shared she had the opportunity to attend the Chandler Chamber Community Awards on May 29, where the Chamber recognizes teachers, volunteers, community members, and business owners. At the ceremony, Police Officer Jose Coronado was recognized for excellence in Public Safety, and the City Award was presented to Macerich, the owner of the Chandler Fashion Center.

COUNCILMEMBER ORLANDO wished everyone a happy Father’s Day.

COUNCILMEMBER HARRIS announced the Miss Juneteenth Arizona Scholarship Pageant on Friday, June 13, beginning at 7:00 p.m. at the Chandler Center for the Arts. This pageant celebrates Juneteenth and focuses on empowering young women by promoting education, community service, and cultural awareness, hosted by the South Chandler Self-Help Foundation.

COUNCILMEMBER HARRIS announced the Culture Music in the Park event on Saturday, June 14, beginning at 7:00 p.m. at Dr. A.J. Chandler Park.

COUNCILMEMBER HARRIS mentioned the Juneteenth Father's Day Mixer on Sunday, June 15, beginning at 2:00 p.m. at Singing Pandas, hosted by Chandler Men of Action, and wished everyone a happy Father's Day.

COUNCILMEMBER HAWKINS announced that For Our Parks Day will take place on Saturday, June 21, beginning at 6:00 a.m. at Snedigar Sportsplex. In celebration of Parks and Recreation Month, Chandler Parks is inviting the community to participate in the event. Volunteers will have the opportunity to help restore two athletic fields at Snedigar Sportsplex in preparation for the upcoming sports season.

### City Manager's Announcements

JOSHUA WRIGHT, City Manager, thanked Mayor and Council for their adoption of the yearly budget, and thanked city staff for their efforts in putting together a well-prepared budget.

## Adjourn

The meeting was adjourned at 6:45 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 26, 2025

## Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 12th day of June 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2025.

_____

City Clerk

# Meeting Minutes
# City Council Special Meeting

June 17, 2025 | 6:00 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 6:02 p.m.

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

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

## Set an Executive Session
1. Personnel Matters–-A.R.S. §38-431.03(A)(1) – Interview, discussion and consideration of candidate for Acting City Manager appointment. Candidate for consideration is John Pombier.

## Action Agenda Motion and Vote
Vice Mayor Ellis moved to hold an Executive Session Meeting immediately following the Special Meeting; Seconded by Councilmember Harris.

Motion carried unanimously (7-0).

## Adjourn
The meeting was adjourned at 6:03 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 26, 2025

## Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 17th day of June 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2025

_____

City Clerk

# Amended Meeting Minutes
# City Council Special Meeting

March 27, 2025 | 4:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

## Call to Order

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

## Roll Call

### Council Attendance

Mayor Kevin Hartke
Vice Mayor Christine Ellis
*Councilmember Angel Encinas, arrived 4:45 p.m.
Councilmember Jane Poston
Councilmember Matt Orlando
Councilmember OD Harris
Councilmember Jennifer Hawkins

### Appointee Attendance

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

### Staff in Attendance

Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager / Chief Financial Officer
Andy Bass, Deputy City Manager
John Knudson, Public Works & Utilities Director
John Sefton, Community Services Director
Mickey Ohland, Community Services Planning Manager
Alexis Apodaca, Mayor & Council Public Affairs Senior Manager
Helen Parker, Budget & Research Principal Analyst
Jeremy Abbott, Public Works & Utilities Assistant Director
Daniel Haskins, Capital Projects Manager
Matt Dunbar, Budget & Policy Director
Ryan Peters, Strategic Initiatives Director

## Discussion

1. Budget Workshop #3, Fiscal Year 2025-26
    1. Opening Remarks
    2. Overview of Proposed 10-Year Capital Improvement Program (CIP)
    3. Review List of Projects in Proposed 10-Year Capital Improvement Program (CIP)
    4. Chandler Water and Wastewater Utility Rates
    5. Key Budget Dates and Questions

JOSHUA WRIGHT, City Manager, introduced the item.

DAWN LANG, Deputy City Manager / Chief Financial Officer, presented the following presentation.

- FY 2025-26 Budget Workshop #3 CIP
- FY 2025-26 Budget Theme "Strength in Numbers"
    - Our Brand A safe, diverse, equitable and inclusive community that connects people, chooses innovation and inspires excellence
- Agenda
    - 01. Overview of Capital and Infrastructure and Related Progress
    - 02. Overview of Proposed 10-Year Capital Improvement Program (CIP) and Review List of Projects
    - 03. Chandler Water and Wastewater Utilities: Major Projects and Rates
    - 04. Key Budget Dates and Questions
- Chandler Budget Process Timeline
- Strategic Framework Guides Our Decision Making
- Overview of Capital and Infrastructure and Related Progress
- Continued Focus on Chandler's Aging Infrastructure

COUNCILMEMBER HARRIS asked about the result of the facility efficiency study.

MS. LANG said the study was completed, resulting in the suggestion of combining some downtown facilities such as the Development Services and IT buildings. The move would require infrastructure investment such that the return on investment for the move would be costly. Another recommendation was to relocate Fire Fleet to the Central Fleet building and then sell or repurpose the original property.

MAYOR HARTKE added that the space assessment has guided some improvements, such as the improvements to the 5$^{th}$ floor in City Hall for flexible space to accommodate interns.

MS. LANG continued the presentation.

- Capital Projects Historical View

MAYOR HARTKE asked if there are any comparable cities in the area working on a Pavement Quality Index for paved roads.

JOHN KNUDSON, Public Works & Utilities Director, explained that other municipalities use a different index, Chandler is the only city using the Pavement Quality Index. The index takes into consideration different conditions. Chandler is setting the standard for cities of comparable size.

MS. LANG continued the presentation.

- Capital Projects Completed or Underway
- Parks and Recreation
    - Tumbleweed Softball Complex
    - Tumbleweed Multi-Gen Expansion and Pickleball Courts
    - Various Neighborhood and Community Park Improvements
- Public Works Streets
    - Street Repaving Projects Citywide
    - Boston Street Improvements
    - Downtown Alley Projects
    - City Hall Parking Lot
    - Cooper Road/Insight Loop
    - Frye Road Protected Bike Lanes
    - Ashley Trail/Paseo Trail Connection

MAYOR HARTKE asked about the projected timeline for completion of the Chandler Heights and Price Road projects.

DANIEL HASKINS, Capital Projects Manager, said he would follow up with Council about the projected timeline for completion.

MAYOR HARTKE noted residents do commonly share feedback about these projects.

MR. KNUDSON said the roads will be repaved before the conclusion of the projects to make them smooth. It is a work in progress, and anticipated completion may be in Spring 2026, as there is still much work to be done on the internal sewer lines.

MS. LANG continued the presentation.

- Public Works Utilities
    - Reclaimed Water Interconnect Facility (RWIF)
    - 66” Wastewater Line Rehabilitation
    - Water and Sewer Main Replacements
- Police and Fire
    - Fire Station 2 Rebuild
    - Fire Dispatch Equipment Refresh
    - Police Work Area and Storage Renovation
    - Real-Time Operations Center
- Facilities

- 21 Fire Alarm systems Replaced
- 15 Roofs Replaced (e.g. Center for the Arts, Sunset and Main Libraries)
- 5 HVACs Replaced (e.g. Center for the Arts, Boys & Girls Club, Fire Training)
- Various Electrical and Structural Enhancements Citywide

MAYOR HARTKE asked when to expect an update on the forensic facility.

MR. WRIGHT shared that Chandler and Gilbert have been in discussion exploring a partnership with each other. As soon as Gilbert can move forward on their end, a contract for design services may come to Council for approval.

COUNCILMEMBER ORLANDO suggested an approach emphasizing Chandler's readiness.

MR. WRIGHT said they will let us know, and Chandler has communicated that the city is ready.

MS. LANG continued the presentation.

- Proposed 10-Year Capital Improvement Program (CIP)

COUNCILMEMBER ORLANDO asked if there is anything to be done to shorten the timeframe of projects.

MR. WRIGHT explained there are several different construction delivery methods that Chandler can request, such as design bid build, design bid, or construction manager at risk. The delivery method is paired with the specific project timing needed.

COUNCILMEMBER ORLANDO asked to relay communication in a way that will achieve Chandler's goals.

MR. WRIGHT agreed and said the pause on the forensic facility project is dependent on if there will be one entity or two entities served, and what the stakeholder engagement process would look like.

MAYOR HARTKE said a decision will be forthcoming.

MATT DUNBAR, Budget & Policy Director, continued the presentation.

- Fiscal Foundations – "Strength in Numbers"
  - Current 10-Year CIP Council Guidelines
  - Maintain secondary property tax rate flat
  - Re-imagine resident amenities scheduled for replacement
  - Prioritize aging infrastructure
  - Finish planned construction of streets, parks, fiber and utility systems
  - Prior to adding capital, ensure related ongoing O&M can be supported

    - Utilize master plans to guide long-term capital investment
    - Ensure sufficient bond authorization exists to complete projects desired by residents
    - Balance timely completion and coordination of capital projects with impacts to neighborhoods and businesses
- Priorities for One-Time Dollars
    - 1. Maintain reserves sufficient to meet financial policies including PSPRS fully funded status
    - 2. Reinvest in existing aging infrastructure, systems, including projects that generate ongoing savings
    - 3. New initiatives and capital that generate sustainable ongoing financial savings
    - 4. Focus operating & capital spending to move forward strategic focus area action items
- 10-Year CIP Overview
    - 2026-2035 CIP total is $2,693,093,022
    - ($204.2M more than the 2025-2034 CIP)
    - Anticipates bond election after year two
    - 73.6% of projects are funded with bonds
    - Updated to reflect continued inflationary pressures
    - Continued focus on aging infrastructure
    - Includes $1.32B in key infrastructure projects for water and wastewater
    - Capacity was limited from secondary levy growth lower than anticipated (+0.4% actual versus +4% budgeted)

MAYOR HARTKE clarified that the secondary levy growth of 0.4% was due to a structural realignment and not market forces.

MR. DUNBAR said it is primarily due to the restructuring of tax rate on tangible personal property.

MR. DUNBAR continued the presentation.

- Bond Tax-Exempt Status
    - While there has not been a push toward this after the initial rumblings, should the tax- exempt status of bonds go away, we would anticipate higher borrowing costs.
        - A 1%-2% rate increase would be expected
          Investment dollars may leave to other vehicles outside of local government bonds
        - For each $50M in bond sales, approximately $500k to $1M in additional interest cost per year

COUNCILMEMBER ORLANDO asked if bonds would have to be sold at a higher rate to grab the market's attention in the case that tax exemption was not achieved.

MR. DUNBAR said the tax-exempt status of the bonds is what is attractive to investors. Investors prefer a lower interest rate to get tax exempt status. A change in tax-exempt status may affect the demand.

COUNCILMEMBER ORLANDO said if a government yield is paying more, investors may choose that over bonds.

MR. DUNBAR said that is correct, investors may investigate other options to earn revenue because the best incentive is the tax-exempt status.

MR. DUNBAR continued the presentation.

- 10-Year CIP Comparison by Department

COUNCILMEMBER HARRIS asked if there are plans for improving turf in Snedigar Park to address heavy use.

JOHN SEFTON, Community Services Director, said there are many aspects to the issue. First, the high demand for playing space will be addressed by further park development in Mesquite Groves and Lantana Ranch. Aging infrastructure such as irrigation is addressed by preventative maintenance, the CIP project gives the department the capacity to renovate and improve. Additionally, improving sports scheduling at the facility will reduce current overuse.

MR. DUNBAR continued the presentation.

- 10-Year CIP by Focus Area
- CIP Projects Comprehensive Map

MAYOR HARTKE commented that information regarding the Construction Price Index increases is important to share with residents to explain inflationary cost impacts to Chandler's projects.

MR. DUNBAR continued the presentation.

- Debt Service and Tax-Levy – Proposed CIP

COUNCILMEMBER POSTON asked where the estimated 4% growth in 2035-2036 come from.

MR. DUNBAR said this is the projection created from historical increases of property valuations. Historically, around 6.5% increase has been observed, but this is a conservative estimate.

COUNCILMEMBER ORLANDO asked how much is left in the loan repayments.

MS. LANG said she will follow up with that answer.

COUNCILMEMBER ORLANDO said this would be one-time dollars for the general fund.

MS. LANG said that was correct, this was incorporated into the earlier presentation on Monday, March 24.

MR. DUNBAR continued the presentation.

- Summary of Proposed Key General Government Capital Projects in the 1st 5 Years
- Summary of Proposed Key General Government Capital Projects in the 2nd 5 Years
- Review List of Projects in the Proposed 10-year Capital Improvement Program (CIP) (Handout)

Council reviewed the handout and discussed several projects.

VICE MAYOR ELLIS asked about line 6FI662 on page 4 of the CIP handout, Ambulance Emergency Vehicles.

MR. DUNBAR explained that this is for the initial purchase of the ambulance emergency vehicles to bring them on board for operations. The first year will be one cluster of vehicles, and a second cluster in the second year so they are due for replacement at different intervals, beginning in FY 2032-2033 and FY2033-2034.

COUNCILMEMBER ORLANDO, discussing page 2 of the CIP handout, asked that the city consider conducting a study for Orangetree retention basin to identify possible improvements for the new park.

JOHN SEFTON, Community Services Director, explained that the park was developed as part of a development agreement and, as a result, was not included in the city's capital projects.

COUNCILMEMBER ORLANDO said he was adding a potential study to explore drainage improvements at the park to increase its usability. He asked if the city could now take a closer look, since the park is officially recognized.

MS. LANG said that they certainly can.

MAYOR HARTKE suggested waiting a few years before proceeding, noting that the park has not yet been opened.

COUNCILMEMBER ORLANDO recommended starting with a cost estimate for a survey this year, without committing to a timeline, to help decide when to proceed. He noted uncertainty about available funds but emphasized the importance of beginning the discussion now.

MS. LANG said the ribbon-cutting ceremony is scheduled for June 7, with the park opening targeted for that date.

MAYOR HARTKE said he was uncomfortable moving forward with a study since the park has not opened yet.

COUNCILMEMBER ORLANDO said he was referring to a future study but emphasized the need to agree on setting a starting point to begin the evaluation.

MAYOR HARTKE said he was unsure because the park has not yet opened.

COUNCILMEMBER ORLANDO said they already know the park is coming to Chandler.

MAYOR HARTKE said it's not uncommon policy to open a park first and then later consider studies for improvements.

COUNCILMEMBER ORLANDO said the main issue has always been drainage, which residents have repeatedly brought to their attention. He asked staff to review the drainage situation and estimate the cost of possible improvements to increase usability. He acknowledged that deciding whether to address it in year 2, 3, 5, or 10 is a separate fair question.

VICE MAYOR ELLIS asked if the new park's drainage had already been considered in the current plans or if the improvements being discussed were additional.

MR. SEFTON explained that the park covers over three and a half acres, split into two parts. About half of it is developed as a neighborhood park, featuring turf, a playground, and a ramada. The other portion is a gated retention basin that manages stormwater for the entire development. He noted that the area flooded about ten years ago, so the park functions both as recreation and stormwater retention. The gated basin area to the north is not accessible for recreation and is covered with gravel.

VICE MAYOR ELLIS said that the flooding issue occurred ten years ago.

MR. SEFTON responded that several areas across the valley experienced flooding at that time.

VICE MAYOR ELLIS asked if Chandler has experienced any problems with that area since then.

MR. SEFTON said he was not aware of any specific issues since then and believed the area has performed as intended.

VICE MAYOR ELLIS confirmed that the area has been performing well for the past ten years.

COUNCILMEMBER ORLANDO reiterated the request to study the area to see if improvements are possible. He said if the cost is too high, that's a different matter, but without a study, they won't know if they can increase the usable acreage by reducing some of the retention area.

COUNCILMEMBER POSTON confirmed if the request was to see how much a study would cost or to complete the study.

COUNCILMEMBER ORLANDO said he would like to know how much a study would cost.

MAYOR HARTKE clarified that the request was to investigate how much a study would cost, that could potentially be included as part of the plan later.

COUNCILMEMBER POSTON asked about the item 6TP775 – Union Pacific Rail Corridor Shared Use Path: Ray Road to Frye Road.

MR. DUNBAR explained that is for a study in year 10 of the CIP to examine what the use path might look like and feasibility.

COUNCILMEMBER ORLANDO asked about including item 6PR634 – Fitness Equipment in the CIP.

MS. LANG said the fitness equipment at Tumbleweed Recreation Center is replaced on a rotating schedule. A capital plan was created years ago, it is a certain amount every year, but because the purchases are greater than $50,000 with a use life between five to seven years, it is included in the capital plan for funding with general fund dollars.

VICE MAYOR ELLIS asked what is done with equipment older than the five to seven years.

MR. SEFTON explained that the city works on a cycle with equipment providers to turn in old equipment.

MAYOR HARTKE asked if that is standard practice.

MR. SEFTON said yes this is similar to other municipalities.

COUNCILMEMBER ENCINAS asked about item 6PR650 – Folley Pool Renovation if the park and pool are separated.

MS. LANG said the pool and park renovations are considered together in this item.

MAYOR HARTKE asked about the timeline for Folley Park.

MS. LANG explained that the first year is for the design element, which has been pushed out because of the timing of other large projects and bond authorization.

COUNCILMEMBER ORLANDO asked about page 3, item 6PR014 – Right of Way – Landscape Improvements, if this item is for replanting or maintenance.

MS. LANG answered this is mostly for replanting.

JOHN KNUDSON, Public Works & Utilities Director, said there is a maintenance program which takes care of medians, but the CIP program takes care of special revegetation projects such as a case of storm damage. This program is now moving to Community Services.

COUNCILMEMBER ORLANDO asked about item 6CA551 – Center for the Arts Facilities Improvements.

MR. WRIGHT explained that language and time of use considerations in the agreement between the city and the school district need to be updated. Once the agreement is updated, future capital projects may be introduced in partnership with the school district.

MS. LANG added that the projects scheduled are for planned improvements such as stage equipment.

COUNCILMEMBER ENCINAS asked about 6CA675 – Downtown Parking Lots.

MR. WRIGHT said this is a project to add parking capacity in the downtown region and add to existing parking structures. This item would be construct a small surface lot to rein in street parking. This would be a fairly routine design so it is possible that design and construction can occur in a single year. More information will be provided later on in the project.

COUNCILMEMBER POSTON asked about item 6CA619 – Downtown Redevelopment.

MS. LANG explained this funding is for downtown improvements for use by the downtown redevelopment program such as shade or colonnade structures.

VICE MAYOR ELLIS asked about item 6FI643 – Dual Band Radios.

MS. LANG said those will be purchased under Fire.

COUNCILMEMBER ORLANDO asked about item 6FI662 – Ambulance Emergency Vehicles.

MS. LANG explained the ambulance fund would be an enterprise fund. Any expenses before the program begins go into a loan that will be repaid. Within four years purchases may be paid from ambulance revenues.

VICE MAYOR ELLIS asked about the expected timeline for this item.

MS. LANG said it will be an expected timeline of about four years.

COUNCILMEMBER POSTON asked about the expected timeline of ordering the vehicles.

MS. LANG said it is expected for an ambulance to be delivered between 18 months to two years.

MR. DUNBAR added that the Fire Department has been in contact with the vendor directly. The prolonged wait for delivery is why an early order was done.

COUNCILMEMBER ORLANDO asked about item 6GG676 – Monument Sign Maintenance.

MR. DUNBAR said this is for the replacement of existing monument signs and the addition of any new monument signs.

COUNCILMEMBER ORLANDO asked about page 5, item 6ST702 – Washington Street Improvements.

MR. DUNBAR explained that the design would come in Year 1, with construction potentially beginning in FY2027-2028 which was changed from bond funded to general funded construction.

COUNCILMEMBER ORLANDO asked if residential updates would occur in the area soon, if this item could be advanced.

MS. LANG said since it will be general fund funded, there is some flexibility in the timeline.

COUNCILMEMBER POSTON asked for a timeline on updates for this project.

MR. WRIGHT said the studies have just been completed and will be presented to Council shortly.

COUNCILMEMBER POSTON asked about page 6, item 6WW696 – Robertson Lift Station.

MR. KNUDSON explained it is located at 202 and Kyrene Rd. in ADOT right-of-way, first constructed when the 202 was built. This project is for improvements to redundancy and anticipated increased flows due to development.

COUNCILMEMBER ORLANDO asked about item 6WW621 – Water Reclamation Facility Improvement.

JEREMY ABBOTT, Public Works & Utilities Assistant Director, said the current year amount is for Phase III upgrades currently under design now. The department reevaluated the remaining items and pushed out upgrades until FY2030-2031.

COUNCILMEMBER ORLANDO asked what would be needed in FY2030-2031.

MR. ABBOTT explained it is currently unknown as it depends on the completion of Phase III.

COUNCILMEMBER ORLANDO asked if future items are a placeholder or part of the plan?

MR. KNUDSON said the cost of maintaining machinery on a water or wastewater plant is high, money is seeded in the out years for anticipated maintenance. It is common practice to anticipate projects in the out years to allocate funds.

VICE MAYOR ELLIS asked about item 6WW697 – Ocotillo Water Reclamation Facility Influent Pump Station.

MR. KNUDSON said new odor control has just come online for that plant recently. The previous odor control system needed an upgrade which was covered within operations, not CIP.

MS. LANG continued the presentation.

- Chandler Water & Wastewater Utilities: Major Projects & Rates
- Utility Rates
- Major Drivers – Aging infrastructure
    - Water
        - Total mains 1,228 miles, and in CIP over 30 years replacing all Highest, High, and
        - Moderate risk watermains
        - 31 operating wells- CIP replaces oldest wells to reduce average age of infrastructure
        - CIP adds redundant 48” transmission line to reduce risk of single failure point
    - Wastewater
        - 958 miles of sanitary sewer lines and CIP includes new 66” underneath Loop 202 to allow for existing pipe rehab
        - 19,000 manholes and in CIP over next 30 years 7,000 will be repaired covering all Highest, High and Moderate risk segments
- Utility Rate Adjusted for Current CIP and Operating Needs

COUNCILMEMBER ORLANDO talked about the 10-year plan and basing the rates on the “ifs” in the plan. He wondered how they would blend that if they did not know if they would be utilizing that money or at that rate.

COUNCILMEMBER ORLANDO requested staff to review the out years of the wastewater and water rate 10-year CIP plan and provide Council some options to reduce rates.

MS. LANG continued the presentation.

- Cost of Services (COS) Allocations – Water / Wastewater
- Cost of Services Allocations – Water / Wastewater
- Key Budget Dates
- Questions?

## Public Comment

None.

## Adjourn

The meeting was adjourned at 5:57 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Amended Minutes: June 26, 2025

## Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 27th day of March 2025. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2025.

_____

City Clerk

CHANDLER arizona
Community of Innovation

**City Council Memorandum Cultural Development Memo No.**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
**From:** Lauren Koll, Downtown Redevelopment Program Manager
**Subject:** First amendment to the Development Agreement between JEMBJACD, LLC, and the City of Chandler

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## Proposed Motion:

Move City Council pass and adopt Resolution No. 5898 adopting a first amendment to the Development Agreement between JEMBJACD, LLC, and the City of Chandler, approving an extension to the agreement term and development deadlines, amending the time to cure defaults, and approving an assignment of the Development Agreement to Everstead Ventures, LLC, for the properties located at 200 South Oregon Street and 210 South Oregon Street.

## Background:

On August 12, 2021, City Council directed staff to prepare a Request for Proposal (RFP) for approximately .36 acres of City-owned property located at the southwest corner of Chicago Street and Oregon Street, also known as 200 South Oregon Street and 210 South Oregon Street. After failed negotiations with the originally chosen developer, City Council directed staff to begin negotiating a development agreement with JEMBJACD, LLC. The developer proposed a "food hall" concept, including a two-story building with an outdoor upper-deck patio.

On August 14, 2023, City Council approved Resolution No. 5061, adopting the provisions of a Development Agreement and Purchase Agreement between JEMBJACD, LLC, and the City of Chandler. The Development Agreement outlined minimum improvements, including a single two-story building consisting of a minimum of 15,000 square-feet with a central

bar area surrounded by multiple retail and restaurant tenants. Other improvements included outdoor upper-deck patio seating, trash and back-of-house services at the rear of the property, and a drive aisle for pickup and drop-off.

**Discussion:**

JEMBJACD, LLC, completed the first milestone, "submittal of an administratively complete application," as outlined in the Development Agreement.

Recently, JEMBJACD, LLC, made a formal request to assign its rights to the property and Development Agreement to Everstead Ventures, LLC. Everstead Ventures, LLC, consists of an original partner of JEMBJACD, LLC, who will remain the majority owner, with three additional new partners.

The delay in the project was primarily due to financial constraints, as initial cost projections indicated that the development was not economically viable to the original partnership. The developer has secured private funding to support the project, ensuring financial independence and stability throughout its execution. As evidence of this financial backing, the developer will provide a bank statement and/or letter signed by partners.

The First Amendment to the Development Agreement outlines the reassignment to Everstead Ventures, LLC, and includes a new development milestone timeline along with a 30-day cure period. All other details of the original Development Agreement will remain the same. The amended agreement expires on May 31, 2031, with the following construction deadlines:

| CONSTRUCTION DEADLINES | |
|---|---|
| **ACTION** | **DEADLINE** |
| Developer's submittal of administratively complete application(s) for any land use entitlement required for minimum improvements. | October 1, 2025 |
| Developer obtains final development approval, including Planned Area Development (PAD) and Preliminary Development Plan (PDP) | March 31, 2026 |

| | |
|---|---|
| Developer submittal of 90% completed civil plans for the grading permit. | March 1, 2026 |
| Developer obtains approval of site and building plans (“Civil Plans”) | July 1, 2026 |
| Developer’s Commencement of Developer’s Commencement of Construction (“Construction Commencement”) | October 1, 2026 |
| Developer’s Completion of Construction (“Construction Completion Date”) | October 1, 2027 |

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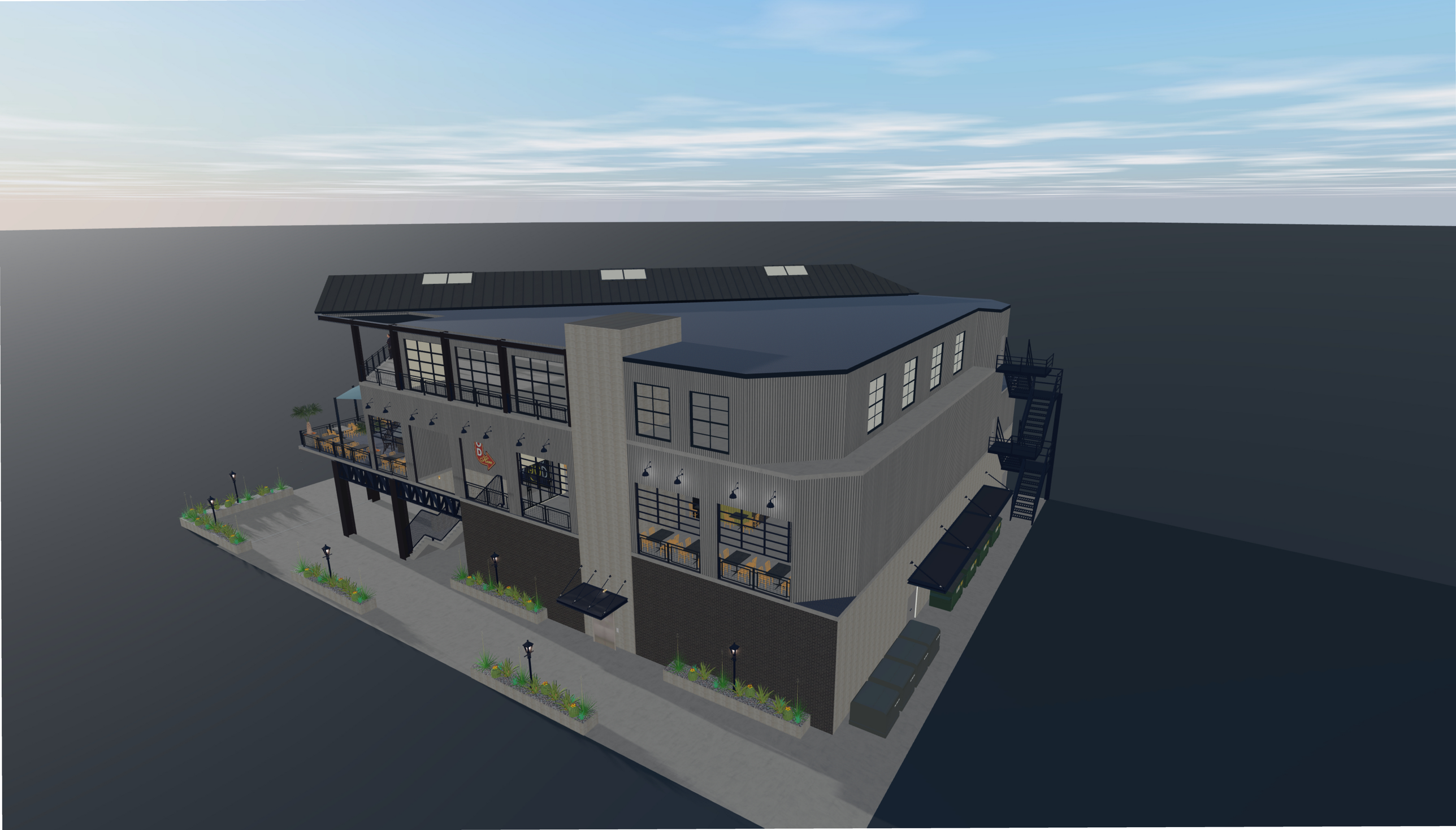
## Attachments

Food Hall Rendering

Resolution 5898

First Amendment to Developer Agreement



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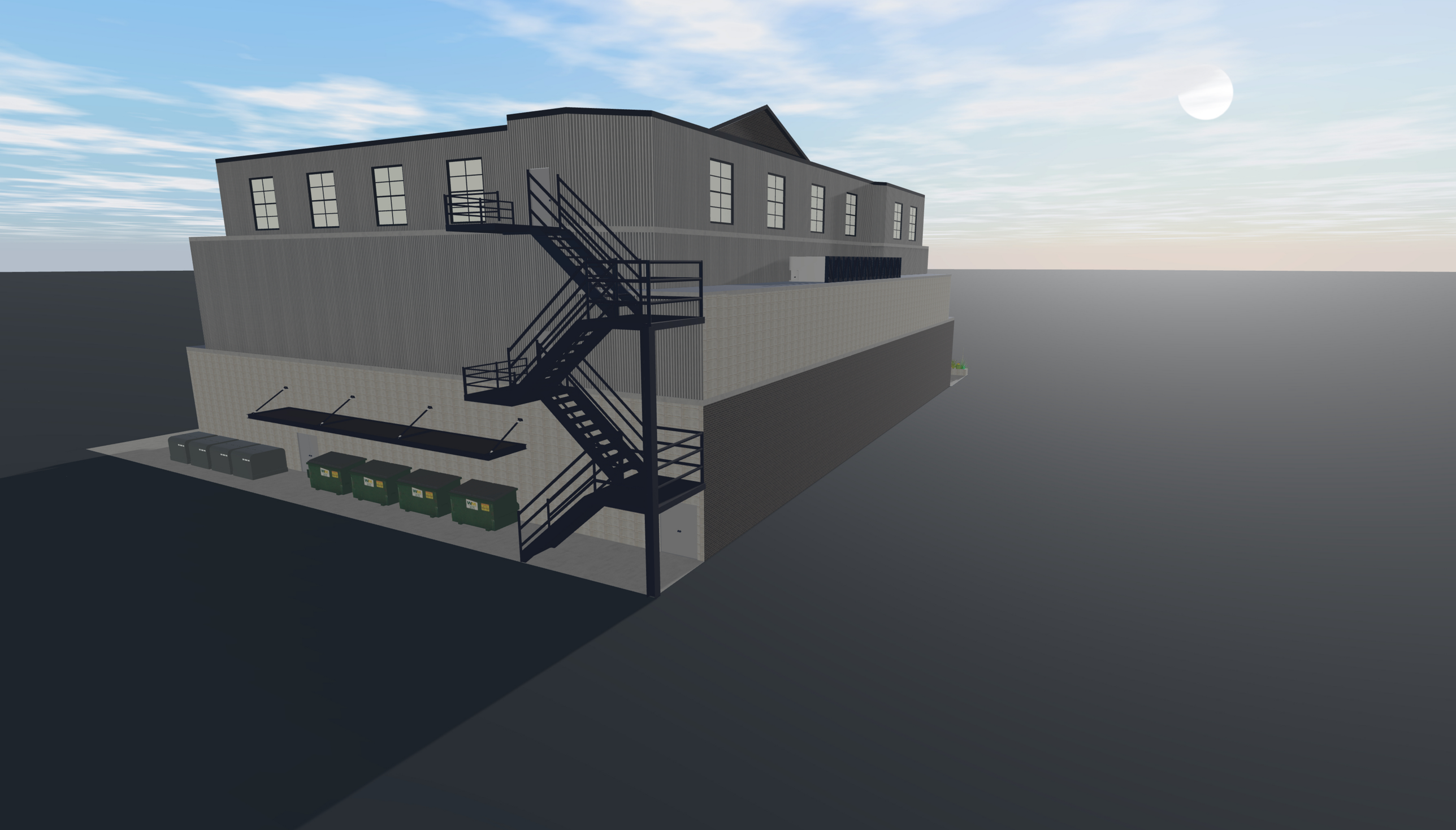

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**RESOLUTION NO. 5898**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN JEMBJACD, LLC, AND THE CITY OF CHANDLER, APPROVING EXTENSIONS TO THE AGREEMENT TERM AND DEVELOPMENT DEADLINES, AMENDING THE TIME TO CURE DEFAULTS, AND ALSO APPROVING AN ASSIGNMENT OF THE DEVELOPMENT AGREEMENT TO EVERSTEAD VENTURES LLC, FOR THE PROPERTIES LOCATED AT 200 SOUTH OREGON STREET AND 210 SOUTH OREGON STREET.

WHEREAS, on August 21, 2023, the Chandler City Council approved a development agreement ("Development Agreement") with JEMBJACD, LLC, ("Developer") which sets forth obligations of the parties with regard to the development of City-owned real property located at 200 South Oregon Street and 210 South Oregon Street (the "Property"), as permitted by Ariz. Rev. Stat. § 9-500.05; and

WHEREAS, in exchange for the Developer's promise to build certain minimum improvements on the Property, the Development Agreement allowed the Developer to purchase City-owned property for a price established within the Development Agreement; and

WHEREAS, because of the economic disruption caused by rapidly changing market conditions, the Developer has requested to amend the Development Agreement to extend the overall term of the agreement until May 31, 2031, and to provide additional time for the Developer to meet the development deadlines contained within the Agreement; and

WHEREAS, the Developer has requested to assign their rights to the Property and the Agreement to an affiliated business entity called Everstead Ventures LLC; and

WHEREAS, the City Council finds that it is in the best interest of the City of Chandler to approve the assignment to Everstead Ventures LLC, and to execute the proposed amendment to the Development Agreement.

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

Section 1. Approves the amendment that is attached to this Resolution as Exhibit A.

Section 2. Authorizes the Mayor to execute such amendment in a form substantially similar to that form attached to this Resolution as Exhibit A.

Section 3. Approves the assignment of the Development Agreement to Everstead Ventures LLC, and authorizes the City Manager to execute any documents needed to facilitate the assignment upon approval by the City Attorney.

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

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5898 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

**WHEN RECORDED MAIL TO**:

Chandler City Attorney's Office
City of Chandler
Post Office Box 4008, Mail Stop 602
Chandler, AZ 85244-4008

# FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "**Amendment**") is made and entered into as of _____ _____, 2025 ("the "**Effective Date**"), by and between the City of Chandler, an Arizona municipal corporation ("**City**"), and JEMBJACD, LLC, an Arizona limited liability company ("**Developer**").

## RECITALS

A. City and Developer are parties to that certain Development Agreement dated August 21, 2023, titled "Development Agreement 200 South Oregon Street & 210 South Oregon Street," recorded with the Maricopa County Recorder's Office on September 8, 2023, as document number 20230470670 (the "**Agreement**"), with respect to certain real property located in Maricopa County, Arizona, as more particularly described in the Agreement.

B. City and Developer have agreed to modify the Agreement, as more particularly set forth in this Amendment.

## AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as set forth below.

1. Definitions. All terms with initial capital letters used herein but not otherwise defined shall have the respective meanings set forth in the Agreement.

2. Construction Deadlines. The Construction Deadlines chart in Section 3.1(D) of the Agreement is deleted in its entirety and replaced with the following:

| CONSTRUCTION DEADLINES | |
|---|---|
| **ACTION** | **DEADLINE** |
| Developer's submittal of administratively complete application(s) for any land use entitlement required for Minimum Improvements. | October 1, 2025 |
| Developer obtains final development approval including Planned Area Development (PAD) and Preliminary Development Plan (PDP) | March 31, 2026 |
| Developer's submittal of 90% completed civil plans for the grading permit. | March 1, 2026 |
| Developer obtains approval of site and building plans ("Civil Plans") | July 1, 2026 |
| Developer's Commencement of Construction ("Construction Commencement") | October 1, 2026 |
| Developer's Completion of Construction ("Construction Completion Date") | October 1, 2027 |

3. Term. Section 7.2 is replaced in its entirety with the following language:

The term of this Agreement ("Term") commenced on the Effective Date and will run until May 31, 2031.

4. Events of Default. Section 5.1 is replaced in its entirety with the following language:

It shall be a default hereunder ("Default") if either Party fails to perform any of its obligations hereunder or under the Purchase Agreement, and such failure

continues for a period of thirty (30) days after Notice from the non-defaulting Party specifying in reasonable detail the nature of the failure.

5. Miscellaneous. If there is any inconsistency between the Agreement and this Amendment, this Amendment shall control. Except as modified by this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and confirmed. This Amendment may be executed in counterparts, each of which, when taken together, shall constitute one fully executed original. Facsimile signatures and PDF signatures sent by electronic mail shall be binding for all purposes of this Amendment.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment to become effective as of the date first set forth above.

**CITY OF CHANDLER,**
an Arizona municipal corporation

By:_____

Name: Kevin Hartke

Its: Mayor

APPROVED AS TO FORM:

_____
City Attorney TA

ATTEST:

_____
City Clerk

**JEMBJACD, LLC,**
an Arizona limited liability company

By:_____

Name: JEREMY MCCLYMONDS

Its: Member

CHANDLER arizona
Community of Innovation

**City Council Memorandum Cultural Development Memo No. N/A**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
**From:** Michelle MacLennan, Cultural Arts Manager
**Subject:** Purchase of Rigging Control System Installation for Center for the Arts

---

**Proposed Motion:**

Move City Council approve the competition impracticable purchase of the rigging control system and installation services from Hourland Enterprise, LLC, in an amount not to exceed $483,315.88.

**Background/Discussion:**

The Steena Murray Mainstage at the Chandler Center for the Arts (CCA) uses a rigging system that allows the stage crew to hoist curtains, lights, scenery, and stage effects. The original computerized control system was installed in 2009 and has reached the end of its 15-year lifecycle. The current electronic control boxes have begun wearing out and replacement parts are no longer being manufactured.

The rigging system replacement will include a new software platform/controller, safety limit switches, and electronic control boxes operating each rigging line, offering a higher level of control, safety, and performance.

The project scope includes equipment purchase and professional installation.

**Evaluation:**

CCA received quotes from multiple contractors that could only complete selected portions of work required for the rigging installation and included subcontracting much of the work, significantly increasing the cost.  Hourland Enterprise's quote included the completion of all the required services and equipment to perform rigging installation while also meeting the limited timeframe required for the CCA closure dates.

Staff recommends the competition impracticable purchase of the rigging control system from Hourland Enterprise, LLC.

**Financial Implications:**

Per the Intergovernmental Agreement between the City of Chandler and the Chandler Unified School District (CUSD), the cost of the project will be offset 50% by CUSD.

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**Fiscal Impact**

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 417.1100.6212.0.6CA551.0. | Capital Grants | Center for the Arts Facilities Imp | $241,657.94 | Y |
| 401.1100.6212.0.6CA551.0. | General Fund Capital Projects | Center for the Arts Facilities Imp | $241,657.94 | Y |

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**Attachments**

Final Quote

# ESTIMATE 100228-R2

Date: 4/4/2025

From:
Dale Hourlland, President
Hourlland Enterprise LLC
15543 Territorial Road
Maple Grove, MN 55369
(570) 687-8662

Customer:
Chandler Center for the Arts
Attn: Dean Hanula, Production Supervisor
250 N Arizona Ave
Chandler, AZ 85225
480-782-2687

| ELEMENT | QTY | DESCRIPTION | TOTAL |
|---|---|---|---|
| Powerlift 1812VE | 28 | Replace inverter with Siemens VFD in original enclosure, re-terminate hoist to new VFD, replace connection modules with new modules in existing control connectors, install new software, commission, test. All hoist components including encoders to remain in use. | $117,666.78 |
| Powerlift 0220VE | 7 | Replace inverter with Siemens VFD in original enclosure, re-terminate hoist to new VFD, replace connection modules with new modules in existing control connectors, install new software, commission, test. All hoist components including encoders to remain in use. | $20,302.80 |
| Lineshaft Hoist | 4 | Replace PLC in original enclosure, re-terminate hoist to new PLC, install new software, commission, test. All hoist components including encoders to remain in use. | $8,864.40 |
| Speaker hoist | 4 | Replace PLC in original enclosure, re-terminate hoist to new PLC, install new software, commission, test. All hoist components including encoders to remain in use. | $4,432.20 |
| Central Cabinet | 1 | Update central cabinet with Hourlland GRID control components, motion, and safety software | $15,356.75 |
| Console | 1 | Hourlland console to replace JR Clancy SC500 | $30,000.00 |
| Control Port | 2 | Hourlland console control port with E-Stop | $2,988.00 |
| Network | TBD | Allowance for network distribution hardware (switches, routers, etc.) | $1,200.00 |

*(continued on next page)*

# ESTIMATE 100228-R2

Date: 4/4/2025

From:
Dale Hourlland, President
Hourlland Enterprise LLC
15543 Territorial Road
Maple Grove, MN 55369
(570) 687-8662

Customer:
Chandler Center for the Arts
Attn: Dean Hanula, Production Supervisor
250 N Arizona Ave
Chandler, AZ 85225
480-782-2687

| ELEMENT | QTY | DESCRIPTION | TOTAL |
|---|---|---|---|
| Wireways | 35 | Replacement modules for hoist control connection to wireway | $ 13,125.00 |
| Drawings and Design | Lot | Design of components custom to the venue | $7,200.00 |
| Field labor and Expenses | Lot | Installation, Commissioning, Training on site, Flights, Hotel, ground transportation, Meals & Incedental Expenses. Includes two (2) mobilizations of two (2) people and one (1) mobilization of one (1) person | $107,475.00 |
| Load Encoders | 35 | Replacement load side encoders on PowerLifts | $15,277.50 |
| Load Brake Rectifier | 35 | Replacement load brake rectifiers on PowerLifts | $3,150.00 |
| Motor Brake Rectifier | 5 | Contingency for any damaged motor brake rectifiers | $787.50 |
| Controls Inspection | 2 | Annual inspection of control system. Quantity two (2) to cover years one and two. Hourlland Enterprise LLC annual control system inspections will increase the system warranty from one (1) calander year to three (3) calander years from the date of commissioning. | $13,800.00 |
| Because we truly believe that the show *really* must go on, emergency telepone support is provided at no cost during the warranty period. | | | |

*(continued on next page)*

# ESTIMATE 100228-R2

Date: 4/4/2025

From:
Dale Hourlland, President
Hourlland Enterprise LLC
15543 Territorial Road
Maple Grove, MN 55369
(570) 687-8662

Customer:
Chandler Center for the Arts
Attn: Dean Hanula, Production Supervisor
250 N Arizona Ave
Chandler, AZ 85225
480-782-2687

| ELEMENT | QTY | DESCRIPTION | TOTAL |
|---|---|---|---|
| Drum Replacement | Lot | Labor, Materials to replace four (4) Wenger PowerLift drum assemblies (drum assemblies included). All Lift Lines to be reused (8 lift lines per drum).<br><br>Five (5) DRS Crew members total.<br>Hotels, Airfare, Car Rental, one (1) DRS Vehicle & Mileage w/tools &supplies from Bloomington, IN (Included).<br><br>Note: Lifts by others; two (2) lifts will be required for the exclusive use of Hourlland Enterprise LLC and DeLong Rigging Solutions while the work is in progress. | $100,618.55 |
| | | Shipping Allowance | $2,500.00 |
| | | SUBTOTAL | $464,744.48 |
| | | AZ STATE USE TAX | $18,571.40 |
| | | **TOTAL:** | **$483,315.88** |

*(continued on next page)*

# ESTIMATE 100228-R2

Date: 4/4/2025

From:
Dale Hourlland, President
Hourlland Enterprise LLC
15543 Territorial Road
Maple Grove, MN 55369
(570) 687-8662

Customer:
Chandler Center for the Arts
Attn: Dean Hanula, Production Supervisor
250 N Arizona Ave
Chandler, AZ 85225
480-782-2687

## SPECIAL NOTES AND INSTRUCTIONS

It is understood that Chander Center is not liable for county or city sales and use taxes, so such taxes are not included.
Any electrical enclosures or contaiment that is in servicable condition will be re-used.
Custom electrical enclosures on Powerlifts will be re-used in order to maintain hoist spacing and placement.
Where possible, cabinet layout will be preserved.
Electrical components that are at or beyond end-of-life will be replaced. All others will be re-used.
Customer to provide safe access to components. Estimate does not include personnel lift rental(s).
Load cell replacement requires a qualified mechanic. If this is required, a separate quote will be provided.
The accompanying proposal cover letter is part of this quote; see letter for additional notes.

## SYSTEM WARRANTY

Hourlland Enterprise LLC warrants the system to be free of defects in materials or workmanship for a period of one (1) year from the date of system commissioning. If Hourlland Enterprise LLC is contracted to perform two (2) annual control system inpections at the end of the first and second years after commissioning, then the warranty period will be extended to three (3) years. It is the responsibility of the owner to schedule the inspections in a timely fashion; failure to do so will cause the warranty to revert back to one (1) year. Safe access (personnel lifts, scaffolding, etc.) shall be provided by the owner and at the owner's expense for inspections and for any warranty work. Hourlland Enterprise LLC will repair or replace the system or parts thereof using new or replacement parts, subject to availability and at the discretion of Hourlland Enterprise LLC. This warranty does not cover damage resulting from negligence, misuse, unauthorized modification, natural disaster, or accident. This warranty does not cover theft or loss. In order to obtain warranty service, please contact Hourlland Enterprise LLC using the contact information provided during system training. Hourlland Enterprise LLC is not liable for consequential or incidental damages, including loss of use, loss of profits, delays, personal injury, or property damage.

## TERMS

Pricing is valid for 90 days from the date above; written acceptance and deposit required.
Payment terms - 50% Deposit, then Net 30 after completion. Check, Credit Card, ACH or other direct transfer accepted.
Please make checks payable to "Hourlland Enterprise LLC"

*Thank you for your business*

CHANDLER arizona
Community of Innovation

**City Council Memorandum  Development Services  Memo No. 25-015**

| | |
|---|---|
| **Date:** | June 23, 2025 |
| **To:** | Mayor and Council |
| | Joshua H. Wright, City Manager |
| **Thru**: | Andy Bass, Deputy City Manager |
| | Kevin Snyder, Development Services Director |
| **From:** | Taylor Manemann, City Planner |
| **Subject:** | PLH25-0007 Medical Marijuana Code Amendment |
| | Introduction and Tentative Adoption of Ordinance No. 5127 |

## Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5127 approving Zoning Code Amendment PLH25-0007 Medical Marijuana Code Amendment, amending Chapter 35 - Section 2213 Medical marijuana facility, medical marijuana cultivation site, and infusion food establishment by replacing the one (1) year time condition for medical marijuana facilities approved through a Use Permit with any period of time approved by the City Council.

## Background/Discussion

In 2010, voters passed Proposition 203, the Arizona Medical Marijuana Act, that legalized the use of medical marijuana and established regulations for its growth, cultivation and dispensation, which are administered by the Arizona Department of Health Services (ADHS). The proposition did not preempt cities from enacting reasonable zoning regulations for medical marijuana uses. Thus, in 2011, Chandler amended the Zoning Code (Ordinance No. 4278) requiring Use Permit approval for medical marijuana facilities, cultivation sites and infusion food establishments, and adopting approval criteria, definitions, and procedures by which these uses may be considered in Chandler.

Subsequently, in 2017, the Zoning Code was amended (Ordinance No. 4764) by replacing the Use Permit approval process with an administrative zoning clearance review and approval process, more closely aligning Chandler's regulatory process with neighboring valley cities. Also, the one-year approval

expiration was removed and the ability to reduce the separation requirements was prohibited. In 2018, the Zoning Code was again amended (Ordinance No. 4855) to expand the hours of operation and no longer prohibit off-site deliveries and sale of other merchandise.

In 2020, Arizona voters approved Proposition 207 (the Smart and Safe Act), which legalized the possession, cultivation, and dispensing of recreational marijuana and set forth state licensing requirements. These licensing requirements and additional regulations are administered by ADHS; the Arizona Department of Revenue additionally collects both standard transaction privilege tax (TPT) and a 16% excise tax on the retail sale of recreational marijuana.

Finally in 2023, the Zoning code was amended (Ordinance No. 5044) to make several changes, including expanding hours of operation, increasing square-footage size limitations, and permitting the collocation of an ancillary medical marijuana facility in the I-1 and I-2 zoning districts with its affiliated onsite medical marijuana cultivation site and/or medical marijuana infusion food establishment when approved through a Conditional Use Permit. The Conditional Use Permits were issued with a one (1) year expiration from the date of Council approval, which requires a yearly renewal to remain active.

**Proposed Code Amendment**
The subject amendment was initiated by a request to remove the one (1) year expiration date and instead allow City Council to approve a longer time period, at its discretion.

The proposed amendment will allow for greater flexibility when reviewing applications for facilities that have shown their ability to be in conformance with their approval stipulations. This amendment will also align with the regulation of other Use Permits approved by City Council, which already allow for flexibility in expiration dates at the discretion of City Council.

**Public Notification**
- This request was noticed in accordance with the requirements of the Chandler Zoning Code
- The public hearing schedule was posted on the City's website and advertised in the newspaper
- As of the writing of this memo, City staff is unaware of any opposition to this proposed Code Amendment

**Planning and Zoning Commission Vote Report**
Planning and Zoning Commission meeting June 4, 2025

Motion to Approve

In Favor: 5 Opposed: 0 Absent: 2 (Barichello and Quinn)

**Recommendation**
Planning and Zoning Commission recommends approval of a Zoning Code amendment to Chapter 35 - Section 2213 Medical marijuana facility, medical marijuana cultivation site, and infusion food establishment by replacing the one (1) year time condition for medical marijuana facilities approved through a Use Permit with any period of time approved by the City Council.

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**Attachments**

Ordinance No. 5127

**ORDINANCE NO. 5127**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING CHAPTER 35 LAND USE AND ZONING, ARTICLE XXII, SECTION 35-2213, RELATING TO THE REGULATION OF MEDICAL MARIJUANA FACILITIES, MEDICAL MARIJUANA CULTIVATION SITES, AND MEDICAL MARIJUANA INFUSION FOOD ESTABLISHMENTS, TO ALLOW FOR USE PERMIT TIME PERIODS TO BE ESTABLISHED BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, in accordance with Ariz. Rev. Stat. § 9-240, the City Council may adopt by ordinance, any change or amendment to the regulations and provisions set forth in the Chandler City Code; and

WHEREAS, notice of this amendment 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, 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 on May 21, 2025.

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

Section 1. Subsection 3(F) of Section 35-2213 of the Chandler City Code is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikethrough~~):

3(F). *Issuance of use permit.*

1. A use permit issued under this subsection shall be valid for ~~a~~ANY period of ~~one (1) year from the date of City Council approval of the use permit application~~ TIME AS APPROVED BY COUNCIL, except as provided in paragraph 3(F)(2) below.

2. A use permit issued under this subsection 3(F) shall be deemed void and to have automatically expired if the permitted use is not commenced by the permit holder or substantial construction has not taken place within nine (9) months after the date of City Council approval.

3. The validity of a use permit under this subsection 3(F) is further conditioned upon the permit holder and the permitted premises being at all times in compliance with applicable City building codes, development standards and other land use regulations stated in the Zoning Code or any other ordinance or code adopted by the City of Chandler.

Section 2. Providing for Repeal of Conflicting Ordinances.

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

Section 3. Providing for Severability.

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

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

ATTEST:

_____ _____
CITY CLERK MAYOR

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

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5127 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:

CHANDLER arizona
Community of Innovation

**City Council Memorandum** **Development Services** **Memo No.** DS25-015

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
**From:** Dana Alvidrez, City Traffic Engineer
**Subject:** Resolution No. 5910 adopting a first amendment to the Development Agreement between Valley Christian Schools and the City of Chandler

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## Proposed Motion:

Move City Council pass and adopt Resolution No. 5910 adopting a first amendment to the Development Agreement between Valley Christian Schools and the City of Chandler, approving a partial release of and amendment to the 2021 development agreement for the property located in the area of North 56th Street and West Galveston Street.

## Background:

In February 2021, City Council approved Resolution No. 5439, authorizing a Development Agreement between the City of Chandler and Valley Christian Schools governing the development of a private high school campus on approximately 32.5 acres of real property spread over four parcels located in the area of North 56th Street and West Galveston Street.

## Discussion:

Since the approval of the Development Agreement, Valley Christian Schools has completed all off-site improvements required under the agreement, including construction of a traffic signal at 56th Street and Galveston Street and a right-turn deceleration lane on northbound 56th Street at Galveston Street.

On June 6, 2025, the two southernmost parcels discussed in the development agreement were sold to Opus Development, LLC. These parcels are now part of

the Chandler 56 project (PLH24-0021), which was previously reviewed and approved by the City Council. As these parcels will no longer be part of the high school campus master plan, Valley Christian Schools is requesting an amendment to the Development Agreement to release them from the original agreement's requirements. No other changes to the agreement are being requested.

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**Attachments**

Resolution No. 5910

DA Amendment1

**RESOLUTION NO. 5910**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A PARTIAL RELEASE OF AND AMENDMENT TO THE 2021 DEVELOPMENT AGREEMENT BETWEEN VALLEY CHRISTIAN SCHOOLS AND THE CITY OF CHANDLER FOR THE DEVELOPMENT OF PROPERTY LOCATED IN THE AREA OF NORTH 56TH STREET AND WEST GALVESTON STREET.

WHEREAS, in February 2021, the City Council approved Resolution 5439 authorizing a development agreement between the City of Chandler and Valley Christian Schools ("Developer") governing the development of a private high school campus on approximately 32.5 acres of real property spread over four parcels located in the area of North 56th Street and West Galveston Street (the "Agreement");

WHEREAS, the Agreement required Developer to install certain offsite public infrastructure improvements necessary to serve the property, including roadway and traffic signal improvements at the intersection of North 56th Street and West Galveston Street;

WHEREAS, Developer has constructed a private high school campus on the northernmost parcel and has completed the required offsite infrastructure improvements; and

WHEREAS, Developer ultimately did not develop the two southernmost parcels as part of the high school campus, and those parcels consisting of approximately 13.9 acres have been sold to a third party for development as industrial properties; and

WHEREAS, because the two southernmost parcels will not become part of the high school campus, the City of Chandler and Developer desire to amend the Agreement to release those parcels from the Agreement's requirements; and

WHEREAS, A.R.S. § 9-500.05 authorizes the City of Chandler to enter into development agreements that provide for the conditions, terms, restrictions, and requirements for public infrastructure associated with a proposed development, including any amendments thereto.

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

Section 1. Approves the agreement titled "Partial Release of and Amendment to Development Agreement" (the "Amendment") in substantially the form attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the Amendment and related documents for and on behalf of the City of Chandler.

Section 3. Authorizes the City Manager to execute and provide necessary documentation needed to implement the Amendment.

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

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5910 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

This instrument was prepared by
and after recording return to:

Berens Blonstein PLC
Attn: Matthew R. Berens, Esq.
7033 E. Greenway Pkwy., Suite 210
Scottsdale, AZ 85254

**PARTIAL RELEASE OF AND AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS PARTIAL RELEASE OF AND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made as of the _____ day of _____, 2025 (the "Effective Date"), by and among the City of Chandler, Arizona, an Arizona municipal corporation (the "City"), Valley Christian Schools, an Arizona nonprofit corporation ("VCS"), and Sun Valley Community Church, an Arizona nonprofit corporation ("SVCC," and together with VCS, "Owner").

WITNESSETH:

WHEREAS, the City and VCS (as Developer) entered into that certain Development Agreement dated as of March 4, 2021and recorded on March 8, 2021, as Document No. 2021-0257541 in Maricopa County, Maricopa County, Arizona, and re-recorded on March 8, 2021 as Document No. 2021-0259047 (the "Original Agreement"), with respect to certain real property located in Chandler, Maricopa County, Arizona legally described on Exhibit A attached hereto and incorporated herein and referred to from time to time in the Original Agreement as the "Project" or the "Property." The Original Agreement, as amended by this Amendment, is hereinafter referred to as the "Development Agreement." Capitalized terms that are not otherwise defined in this Amendment shall have the meanings ascribed to them in the Original Agreement;

WHEREAS, pursuant to Special Warranty Deed recorded June 21, 2023 as 2023-0321991, VCS conveyed a portion of the Property legally described on Exhibit B attached hereto and incorporated herein and sometimes referred to as Parcels 3 and 4, to SVCC subject to an Option Agreement evidenced by that certain Memorandum of Option Agreement recorded June 21, 2023 as 2023-0321993 ("Option");

WHEREAS, VCS and Opus Development Company, L.L.C., a Delaware limited liability company ("ODC"), have entered into that certain Purchase Agreement dated as of December 20, 2023 (as amended from time to time, the "Purchase Agreement"), pursuant to which VCS has agreed to sell to ODC Parcels 3 and 4, following its exercise of the Option;

WHEREAS, even if the sale of Parcels 3 and 4 to ODC is consummated, VCS shall continue to own those portions of the Property legally described on Exhibit C attached hereto and incorporated herein (the "Remaining Property");

WHEREAS, the City is willing to release Parcels 3 and 4 (but not the Remaining Property) from the terms and conditions of the Development Agreement, subject to the terms and conditions of this Amendment; and

WHEREAS, in connection with such release of Parcels 3 and 4, the City and Owner desire to release Parcels 3 and 4 from, and amend certain provisions of, the Original Agreement, in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Release. The parties hereto acknowledge and agree that the Development Agreement is terminated for all purposes as it relates to Parcels 3 and 4 and shall no longer apply to Parcels 3 and 4. Notwithstanding the foregoing, the Development Agreement shall continue in full force and effect against the Remaining Property.

2. Completed Obligations. Each of the City and Owner hereby acknowledges and confirms that as of the Effective Date:

a. No default or event of default by either the City or Owner exists under the Development Agreement, and no event has occurred that, with the passage of time or delivery of notice, would constitute a default or event of default under the Development Agreement; and

b. All obligations of Owner under the Development Agreement as to Parcels 3 and 4 have been completed or otherwise performed in full pursuant to the terms and conditions of the Development Agreement.

3. Remaining Owner Obligations. The City and Owner hereby acknowledge and confirm that as of the Effective Date, the only remaining obligations of Owner under the Development Agreement are those obligations specifically related to the Deactivation Agreement related to the SRP Irrigation Structure which relates solely to the Remaining Property (the "Remaining Owner Obligations"). Owner hereby affirms such Remaining Owner Obligations. VCS will continue to perform and complete all of the Remaining Owner Obligations in accordance with the terms and conditions of the Development Agreement. The City acknowledges and agrees that there are no obligations or liabilities (including without limitation the Remaining Owner Obligations) to be kept, performed and observed under the Development Agreement or otherwise with respect to Parcels 3 and 4, and the City represents and warrants that no existing fees are due and payable to any person or entity with respect to Parcels 3 and 4 by reason of the Development Agreement.

4. Remaining City Obligations. The City and Owner hereby acknowledge and confirm that as of the Effective Date, the only remaining obligations of the City under the Reimbursement Agreement are those obligations specifically related to that agreement related to a portion of the Roadway and Traffic Improvements which relates solely to the Remaining Property, together with all payments that remain due from other owners from and after the Effective Date under the Reimbursement Agreement (the "Remaining City Obligations"). The City

hereby affirms such Remaining City Obligations. The City will continue to perform and complete all of the Remaining City Obligations in accordance with the terms and conditions of the Reimbursement Agreement. The City acknowledges and agrees that there are no payments due under the Reimbursement Agreement with respect to Parcels 3 and 4.

5. Exculpation. Anything in the Development Agreement to the contrary notwithstanding, the City agrees and acknowledges that all of the covenants, agreements, obligations, liabilities, indemnities, representations, warranties and other undertakings made by Owner under the Development Agreement are the personal covenants, agreements, obligations, liabilities, indemnities, representations, warranties and other undertakings of Owner, and any successor owner of all or any part of Parcels 3 and 4 shall not have any liability or responsibility with respect to payment or performance of any of the foregoing, and the City agrees to look solely to Owner for any such payment and performance (subject to the terms and conditions of the Development Agreement) and not to any such successor owner of Parcels 3 and 4.

6. Parcels 3 and 4 Permits. Anything in the Development Agreement to the contrary notwithstanding, the City shall not be permitted to deny or withhold requisite permits and approvals with respect to all or any parties of the real property within Parcels 3 and 4, including without limitation any building permits or certificates of occupancy, by reason of any breach of any of the terms of the Development Agreement by Owner.

7. Third Party Beneficiaries. This Agreement benefits and binds the permitted heirs, executors, personal representatives, successors and assigns of each of the City and Owner, but in no event shall any other third party be a beneficiary of the Development Agreement; provided that notwithstanding the foregoing, each successor owner of all or any part of Parcels 3 and 4 shall be a third party beneficiary of this Amendment and shall be entitled to enforce the same against Owner and the City, as the context may require, to preserve the rights and remedies of such successor owner as set forth in this Amendment.

8. Full Force and Effect, Inconsistency. Except as set forth in this Amendment, the terms, covenants, conditions and agreements of the Original Agreement shall remain unmodified and otherwise in full force and effect. In the event of any inconsistency between the terms of the Original Agreement and the terms of this Amendment, the terms of this Amendment shall control.

9. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to constitute an original hereof.

[*The balance of this page has been left blank intentionally.*]

IN WITNESS WHEREOF, the undersigned has executed this Partial Release of and Amendment to Development Agreement as of the date first set forth above.

**CITY**:

City of Chandler,
an Arizona municipal corporation

By: _____
Its: Mayor

Attest:

By: _____
Its: City Clerk

Approved as to Form:

By: _____
Its: City Attorney TA

STATE OF ARIZONA )
) ss
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the Mayor of the City of Chandler, an Arizona municipal corporation, on behalf of said corporation.

(Seal)

_____
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Partial Release of and Amendment to Development Agreement as of the date first set forth above.

**OWNER**:

Valley Christian Schools,
an Arizona nonprofit corporation

By: _____

Name: Troy A. Thelen

Its: Head of School

STATE OF ARIZONA )
) ss
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 28 day of May, 2025, by Troy Thelen, the HOS, of Valley Christian Schools, an Arizona nonprofit corporation, on behalf of said corporation.

(Seal)

TINA KIDD
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 627219
MY COMMISSION EXPIRES
JUNE 17, 2026

Tina Kidd
Notary Public

IN WITNESS WHEREOF, the undersigned has executed this Partial Release of and Amendment to Development Agreement as of the date first set forth above.

**OWNER:**

Sun Valley Community Church,
an Arizona nonprofit corporation

By: Angela Fitzgerald
Name: Angela Fitzgerald
Its: Finance Director

STATE OF ARIZONA )
) ss
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 28th day of May, 2025, by Angela Fitzgerald, the Finance Director, of Sun Valley Community Church, an Arizona nonprofit corporation, on behalf of said corporation.

(Seal)

CHELCE AVIS
Notary Public - Arizona
Maricopa County
Commission # 677395
My Comm. Expires Oct 19, 2028

Chelce Avis
Notary Public

# EXHIBIT A
# LEGAL DESCRIPTION OF THE PROPERTY

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

PARCEL NO.1:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

THENCE NORTH 00 DEGREES, 01 MINUTES, 09 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 332.94 FEET;

THENCE NORTH 89 DEGREES, 58 MINUTES, 51 SECONDS EAST, A DISTANCEOF 285.97 FEET;

THENCE NORTH 68 DEGREES, 32 MINUTES, 20 SECONDS EAST, A DISTANCE OF 128.92 FEET;

THENCE NORTH 89 DEGREES, 58 MINUTES, 51 SECONDS EAST, A DISTANCE OF 300.00 FEET;

THENCE SOUTH 88 DEGREES, 15 MINUTES, 07 SECONDS EAST, A DISTANCE OF 55.63 FEET;

THENCE SOUTH 66 DEGREES, 44 MINUTES, 29 SECONDS EAST, A DISTANCE OF 57.28 FEET;

THENCE NORTH 22 DEGREES, 13 MINUTES, 52 SECONDS EAST, A DISTANCE OF 110.93 FEET;

THENCE SOUTH 67 DEGREES, 40 MINUTES, 00 SECONDS EAST, A DISTANCE OF 277.71 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES, 20 MINUTES, 29 SECONDS, A DISTANCEOF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 123 DEGREES, 42 MINUTES, 11 SECONDS, A DISTANCE OF 118.75 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES, 20 MINUTES, 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE NORTH 23 DEGREES, 18 MINUTES, 48SECONDS EAST, A DISTANCE OF 327.75 FEET;

THENCE NORTH 64 DEGREES, 26 MINUTES, 53 SECONDS EAST, A DISTANCEOF 22.59 FEET;

THENCE SOUTH 74 DEGREES, 25 MINUTES, 01 SECONDS EAST, A DISTANCE OF 73.45 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES, 20 MINUTES, 29 SECONDS, A DISTANCE OF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

# EXHIBIT A (CONT.)

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 124 DEGREES, 40 MINUTES, 58 SECONDS, A DISTANCE OF 119.69 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES, 20 MINUTES, 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE NORTH 15 DEGREES, 34 MINUTES, 59 SECONDS EAST, A DISTANCE OF195.00 FEET;

THENCE SOUTH 74 DEGREES, 25 MINUTES, 01 SECONDS EAST, A DISTANCEOF 160.00 FEET TO A POINT ON THE WESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 15 DEGREES, 34 MINUTES, 59 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCEOF 931.31 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 28;

THENCE NORTH 89 DEGREES, 45 MINUTES, 13 SECONDS WEST, ALONG SAID EAST-WEST MID-SECTION LINE, A DISTANCEOF 1,500.30 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION ACQUIRED BY THE CITY OF CHANDLER BY FINAL ORDER OF CONDEMNATION IN THE SUPERIOR COURT OF THE STATE OF ARIZONA, IN AND FOR THE COUNTY OF MARICOPA, CAUSE NO. C-533606 SEJD, AND RECORDED JUNE 15, 1987, IN RECORDING NO. 87-379832 OF OFFICIAL RECORDS; AND EXCEPT BEGINNING AT THE WEST QUARTER CORNER OFSAID SECTION 28;

THENCE SOUTH 89 DEGREES, 48 MINUTES, 13 SECONDS EAST ALONG THE EAST-WEST MIDSECTION LINE, A DISTANCEOF 55.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG A LINE 55.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 28, NORTH 00 DEGREES, 04 MINUTES, 30 SECONDS EAST, 60.00 FEET;

THENCE SOUTH 44 DEGREES, 51 MINUTES, 32 SECONDS EAST, 28.31 FEET TO A POINT ON A LINE LOCATED 40.00 FEET NORTH OF AND PARALLEL WITH SAID EAST-WEST MIDSECTION LINE OFSECTION 28;

THENCE ALONG SAID LINE SOUTH 89 DEGREES, 48 MINUTES 13 SECONDS EAST, 1,013.03 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 31 DEGREES, 00 MINUTES, 10 SECONDS AND AN ARC LENGTH OF 10.82 FEETTO A POINT OF REVERSE CURVATURE;

THENCE ALONG SAID CURVETO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 121 DEGREES, 00 MINUTES, 10 SECONDS AND AN ARC LENGTH OF 105.59 FEET TO A POINT ON SAID EAST-WEST MIDSECTION LINE;

THENCE ALONG SAID LINE NORTH 89 DEGREES, 48 MINUTES, 13 SECONDS WEST, 1,119.00 FEET TO THE TRUE POINT OF BEGINNING, AS CONVEYED TO THE CITY OF CHANDLER, A MUNICIPAL CORPORATION BY DEED RECORDED IN RECORDING NO.91-125093 OF OFFICIAL RECORDS;

AND EXCEPT THE WEST 65 FEET; AND EXCEPT BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

# EXHIBIT A (CONT.)

THENCE SOUTH 89 DEGREES 45 MINUTES 13 SECOND EAST ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 28, A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN DOCUMENT NO. 87-379832, MARICOPA COUNTY RECORDS, SAID ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 01 DEGREES 07 MINUTES 03 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 333.16 FEET TO A POINT ON THE SOUTHERLY LINE OF CHANDLER CROSSING UNIT 2, A SUBDIVISION RECORDED IN BOOK 385 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS;

THENCE NORTH 89 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 25.39 FEET TO A POINT ON THE EAST LINE OF THE WEST 65.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28;

THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 273.24 FEET;

THENCE SOUTH 44 DEGREES 53 MINUTES 11 SECONDS EAST, A DISTANCT OF 28.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28;

THENCE NORTH 89 DEGREES 45 MINUTES 13 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 65.00 FEET OF THE NORTHWEST QUARTE ROF SAID SECTION 28;

THENCE SOUTH 00DEGREES 01 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST-WEST MID SECTION LINE OF SAID SECTION 28;

THENCE NORTH 89 DEGREES 45 MINUTES 13 SECONDS WEST ALONG SAID EAST-WEST MID-SECTION LINE, A DISTANCE OF 32.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCELNO. 2:

THE NORTH 467.17 FEETOF THE WEST 361 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 751.95 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN INSTRUMENT RECORDED AS DOCKET 11919, PAGE 1002, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 58 MINUTES EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 980.01 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN SAID INSTRUMENT;

THENCE NORTHEASTERLY ALONG THE WEST RIGHT-OF-WAY LINEOF THE ARIZONA EASTERN RAILROAD, A DISTANCE OF 776.89 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN INSTRUMENT RECORDED AS DOCKET 11018, PAGE 676, RECORDS OF MARICOPA COUNTY, ARIZONA;

# EXHIBIT A (CONT.)

THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1189.09 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE CITY OF CHANDLER IN INSTRUMENT NO. 91-125091, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

THENCE SOUTH 89 DEGREES 48 MINUTES 13 SECONDS EAST ALONG THE EAST-WEST MID-SECTION LINE A DISTANCE OF 55.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 48 MINUTES 13 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 1119.00 FEET;

THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS POINT BEARING NORTH 89 DEGREES 48 MINUTES 13 SECONDS WEST, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 121 DEGREES 00 MINUTES 10 SECONDS AND AN ARC LENGTH OF 105.59 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 31 DEGREES 00 MINUTES 10 SECONDS AND AN ARC LENGTH OF 10.82 FEET TO A POINT OF TANGENCY, SAID POINT LYING ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH SAID EAST-WEST MID-SECTION LINE;

THENCE ALONG SAID LINE NORTH 89 DEGREES 48 MINUTES 13 SECONDS WEST, 1012.86 FEET;

THENCE SOUTH 45 DEGREES 08 MINUTES 09 SECONDS WEST, 28.25 FEET TO A POINT ON A LINE 55.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 28;

THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO.3 (NORTH PORTION OF SOUTHERN PARCEL):

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OFSAID SECTION 28;

THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 751.95 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 55 MINUTES 23 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 731.11 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE LAST COURSE, 571.11 FEET TO A POINT ON THE CENTER LINE OF THE KYRENE CANAL;

# EXHIBIT A (CONT.)

THENCE SOUTH 43 DEGREES 44 MINUTES 00 SECONDS WEST, ALONG SAID CENTERLINE, 27.31 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, ALONG SAID SOUTH LINE, 14.22 FEET TO A POINT ON THE NORTH FACE OF AN EXISTING BLOCK WALL;

THENCE NORTH 56 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID NORTH FACE, 27.56 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, CONTINUING ALONG SAID NORTH FACE AND THE WESTERLY PROLONGATION THEREOF, SAID NORTH FACE BEING 15 FEET NORTH OF, AND PARALLEL WITH, THE SOUTH LINE OF SAID NORTHWEST QUARTER, 673.39 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE, 575.87 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 10.00 FEET OF THE WEST 65.00 FEET, THEREOF AS CONVEYED TO THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN DOCUMENT NO. 95-225841 AND RERECORDED IN DOCUMENT NO. 96-0482329, MARICOPA COUNTY RECORDS.

PARCEL NO. 4 (SOUTH PORTION OF SOUTHERN PARCEL):

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING NORTHWESTERLY OF THE CENTER LINE OF THE WESTERN CANAL.

WHICH INCLUDES THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1,327.82 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 55 MINUTES 23 SECONDS EAST, ALONG THE NORTH FACE OF AN EXISTING BLOCK WALL AND THE WESTERLY PROLONGATION THEREOF, SAID NORTH FACE BEING 15 FEET NORTH OF AND PARALLEL WITH THESOUTH LINEOF SAID NORTHWEST QUARTER, 673.39 FEET;

THENCE SOUTH 56 DEGREES 56 MINUTES 33 SECONDS EAST, CONTINUING ALONG SAID NORTH FACE, 27.56 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, ALONG SAID SOUTH LINE, 696.47 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 15.00 FEET TO THE POINT OF BEGINNING

EXHIBIT B

PARCELS 3 AND 4

TRACT NO. 1:
THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING NORTHWESTERLY OF THE CENTER LINE OF THE WESTERN CANAL.

TRACT NO. 2:
THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1,327.82 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55 MINUTES 23 SECONDS EAST, ALONG THE NORTH FACE OF AN EXISTING BLOCK WALL AND THE WESTERLY PROLONGATION THEREOF, SAID NORTH FACE BEING 15 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 673.39 FEET; THENCE SOUTH 56 DEGREES 56 MINUTES 33 SECONDS EAST, CONTINUING ALONG SAID NORTH FACE, 27.56 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, ALONG SAID SOUTH LINE, 696.47 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 15.00 FEET TO THE POINT OF BEGINNING.

TRACT NO. 3:
THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 751.95 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55 MINUTES 23 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 731.11 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE LAST COURSE, 571.11 FEET TO A POINT ON THE CENTER LINE OF THE KYRENE CANAL; THENCE SOUTH 43 DEGREES 44 MINUTES 00 SECONDS WEST, ALONG SAID CENTERLINE, 27.31 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 55 MINUTES 23

SECONDS WEST, ALONG SAID SOUTH LINE, 14.22 FEET TO A POINT ON THE NORTH FACE OF AN EXISTING BLOCK WALL; THENCE NORTH 56 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID NORTH FACE, 27.56 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, CONTINUING ALONG SAID NORTH FACE AND THE WESTERLY PROLONGATION THEREOF, SAID NORTH FACE BEING 15 FEET NORTH OF, AND PARALLEL WITH, THE SOUTH LINE OF SAID NORTHWEST QUARTER, 673.39 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE, 575.87 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 10.00 FEET OF THE WEST 65.00 FEET, THEREOF AS CONVEYED TO THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN DOCUMENT NO. 95-225841 OF OFFICIAL RECORDS AND RE-RECORDED IN DOCUMENT NO. 96-0482329, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

# EXHIBIT C

## REMAINING PROPERTY

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

PARCEL NO.1:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

THENCE NORTH 00 DEGREES, 01 MINUTES, 09 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 332.94 FEET;

THENCE NORTH 89 DEGREES, 58 MINUTES, 51 SECONDS EAST, A DISTANCEOF 285.97 FEET;

THENCE NORTH 68 DEGREES, 32 MINUTES, 20 SECONDS EAST, A DISTANCE OF 128.92 FEET;

THENCE NORTH 89 DEGREES, 58 MINUTES, 51 SECONDS EAST, A DISTANCE OF 300.00 FEET;

THENCE SOUTH 88 DEGREES, 15 MINUTES, 07 SECONDS EAST, A DISTANCE OF 55.63 FEET;

THENCE SOUTH 66 DEGREES, 44 MINUTES, 29 SECONDS EAST, A DISTANCE OF 57.28 FEET;

THENCE NORTH 22 DEGREES, 13 MINUTES, 52 SECONDS EAST, A DISTANCE OF 110.93 FEET;

THENCE SOUTH 67 DEGREES, 40 MINUTES, 00 SECONDS EAST, A DISTANCE OF 277.71 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES, 20 MINUTES, 29 SECONDS, A DISTANCEOF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 123 DEGREES, 42 MINUTES, 11 SECONDS, A DISTANCE OF 118.75 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES, 20 MINUTES, 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE NORTH 23 DEGREES, 18 MINUTES, 48SECONDS EAST, A DISTANCE OF 327.75 FEET;

THENCE NORTH 64 DEGREES, 26 MINUTES, 53 SECONDS EAST, A DISTANCEOF 22.59 FEET;

THENCE SOUTH 74 DEGREES, 25 MINUTES, 01 SECONDS EAST, A DISTANCE OF 73.45 FEET TO THE BEGINNING OF A TANGENT CURVE OF 55.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES, 20 MINUTES, 29 SECONDS, A DISTANCE OF 16.65 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

# EXHIBIT C (CONT.)

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 124 DEGREES, 40 MINUTES, 58 SECONDS, A DISTANCE OF 119.69 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 55.00 FOOT RADIUS, CONCAVE EASTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17 DEGREES, 20 MINUTES, 29 SECONDS, A DISTANCE OF 16.65 FEET;

THENCE NORTH 15 DEGREES, 34 MINUTES, 59 SECONDS EAST, A DISTANCE OF195.00 FEET;

THENCE SOUTH 74 DEGREES, 25 MINUTES, 01 SECONDS EAST, A DISTANCEOF 160.00 FEET TO A POINT ON THE WESTERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE SOUTH 15 DEGREES, 34 MINUTES, 59 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCEOF 931.31 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 28;

THENCE NORTH 89 DEGREES, 45 MINUTES, 13 SECONDS WEST, ALONG SAID EAST-WEST MID-SECTION LINE, A DISTANCEOF 1,500.30 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION ACQUIRED BY THE CITY OF CHANDLER BY FINAL ORDER OF CONDEMNATION IN THE SUPERIOR COURT OF THE STATE OF ARIZONA, IN AND FOR THE COUNTY OF MARICOPA, CAUSE NO. C-533606 SEJD, AND RECORDED JUNE 15, 1987, IN RECORDING NO. 87-379832 OF OFFICIAL RECORDS; AND EXCEPT BEGINNING AT THE WEST QUARTER CORNER OFSAID SECTION 28;

THENCE SOUTH 89 DEGREES, 48 MINUTES, 13 SECONDS EAST ALONG THE EAST-WEST MIDSECTION LINE, A DISTANCEOF 55.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE ALONG A LINE 55.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 28, NORTH 00 DEGREES, 04 MINUTES, 30 SECONDS EAST, 60.00 FEET;

THENCE SOUTH 44 DEGREES, 51 MINUTES, 32 SECONDS EAST, 28.31 FEET TO A POINT ON A LINE LOCATED 40.00 FEET NORTH OF AND PARALLEL WITH SAID EAST-WEST MIDSECTION LINE OFSECTION 28;

THENCE ALONG SAID LINE SOUTH 89 DEGREES, 48 MINUTES 13 SECONDS EAST, 1,013.03 FEET TO A POINT OF CURVATURE;

THENCE ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 31 DEGREES, 00 MINUTES, 10 SECONDS AND AN ARC LENGTH OF 10.82 FEETTO A POINT OF REVERSE CURVATURE;

THENCE ALONG SAID CURVETO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 121 DEGREES, 00 MINUTES, 10 SECONDS AND AN ARC LENGTH OF 105.59 FEET TO A POINT ON SAID EAST-WEST MIDSECTION LINE;

THENCE ALONG SAID LINE NORTH 89 DEGREES, 48 MINUTES, 13 SECONDS WEST, 1,119.00 FEET TO THE TRUE POINT OF BEGINNING, AS CONVEYED TO THE CITY OF CHANDLER, A MUNICIPAL CORPORATION BY DEED RECORDED IN RECORDING NO.91-125093 OF OFFICIAL RECORDS;

AND EXCEPT THE WEST 65 FEET; AND EXCEPT BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

# EXHIBIT C (CONT.)

THENCE SOUTH 89 DEGREES 45 MINUTES 13 SECOND EAST ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 28, A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE AS DESCRIBED IN DOCUMENT NO. 87-379832, MARICOPA COUNTY RECORDS, SAID ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 01 DEGREES 07 MINUTES 03 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 333.16 FEET TO A POINT ON THE SOUTHERLY LINE OF CHANDLER CROSSING UNIT 2, A SUBDIVISION RECORDED IN BOOK 385 OF MAPS, PAGE 3, MARICOPA COUNTY RECORDS;

THENCE NORTH 89 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 25.39 FEET TO A POINT ON THE EAST LINE OF THE WEST 65.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28;

THENCE SOUTH 00 DEGREES 01 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 273.24 FEET;

THENCE SOUTH 44 DEGREES 53 MINUTES 11 SECONDS EAST, A DISTANCT OF 28.35 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 28;

THENCE NORTH 89 DEGREES 45 MINUTES 13 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 65.00 FEET OF THE NORTHWEST QUARTE ROF SAID SECTION 28;

THENCE SOUTH 00DEGREES 01 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST-WEST MID SECTION LINE OF SAID SECTION 28;

THENCE NORTH 89 DEGREES 45 MINUTES 13 SECONDS WEST ALONG SAID EAST-WEST MID-SECTION LINE, A DISTANCE OF 32.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCELNO. 2:

THE NORTH 467.17 FEETOF THE WEST 361 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 751.95 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN INSTRUMENT RECORDED AS DOCKET 11919, PAGE 1002, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89 DEGREES 58 MINUTES EAST PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 980.01 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN SAID INSTRUMENT;

THENCE NORTHEASTERLY ALONG THE WEST RIGHT-OF-WAY LINEOF THE ARIZONA EASTERN RAILROAD, A DISTANCE OF 776.89 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN INSTRUMENT RECORDED AS DOCKET 11018, PAGE 676, RECORDS OF MARICOPA COUNTY, ARIZONA;

# EXHIBIT C (CONT.)

THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1189.09 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE CITY OF CHANDLER IN INSTRUMENT NO. 91-125091, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

THENCE SOUTH 89 DEGREES 48 MINUTES 13 SECONDS EAST ALONG THE EAST-WEST MID-SECTION LINE A DISTANCE OF 55.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 48 MINUTES 13 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 1119.00 FEET;

THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS POINT BEARING NORTH 89 DEGREES 48 MINUTES 13 SECONDS WEST, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 121 DEGREES 00 MINUTES 10 SECONDS AND AN ARC LENGTH OF 105.59 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG SAID CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 31 DEGREES 00 MINUTES 10 SECONDS AND AN ARC LENGTH OF 10.82 FEET TO A POINT OF TANGENCY, SAID POINT LYING ON A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH SAID EAST-WEST MID-SECTION LINE;

THENCE ALONG SAID LINE NORTH 89 DEGREES 48 MINUTES 13 SECONDS WEST, 1012.86 FEET;

THENCE SOUTH 45 DEGREES 08 MINUTES 09 SECONDS WEST, 28.25 FEET TO A POINT ON A LINE 55.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 28;

THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, 60.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO.3 (NORTH PORTION OF SOUTHERN PARCEL):

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OFSAID SECTION 28;

THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 751.95 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 55 MINUTES 23 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 731.11 FEET;

THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE LAST COURSE, 571.11 FEET TO A POINT ON THE CENTER LINE OF THE KYRENE CANAL;

THENCE SOUTH 43 DEGREES 44 MINUTES 00 SECONDS WEST, ALONG SAID CENTERLINE, 27.31 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, ALONG SAID SOUTH LINE, 14.22 FEET TO A POINT ON THE NORTH FACE OF AN EXISTING BLOCK WALL;

THENCE NORTH 56 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID NORTH FACE, 27.56 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, CONTINUING ALONG SAID NORTH FACE AND THE WESTERLY PROLONGATION THEREOF, SAID NORTH FACE BEING 15 FEET NORTH OF, AND PARALLEL WITH, THE SOUTH LINE OF SAID NORTHWEST QUARTER, 673.39 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE, 575.87 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 10.00 FEET OF THE WEST 65.00 FEET, THEREOF AS CONVEYED TO THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN DOCUMENT NO. 95-225841 AND RERECORDED IN DOCUMENT NO. 96-0482329, MARICOPA COUNTY RECORDS.

PARCEL NO. 4 (SOUTH PORTION OF SOUTHERN PARCEL):

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING NORTHWESTERLY OF THE CENTER LINE OF THE WESTERN CANAL.

WHICH INCLUDES THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28;

THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1,327.82 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 55 MINUTES 23 SECONDS EAST, ALONG THE NORTH FACE OF AN EXISTING BLOCK WALL AND THE WESTERLY PROLONGATION THEREOF, SAID NORTH FACE BEING 15 FEET NORTH OF AND PARALLEL WITH THESOUTH LINEOF SAID NORTHWEST QUARTER, 673.39 FEET;

THENCE SOUTH 56 DEGREES 56 MINUTES 33 SECONDS EAST, CONTINUING ALONG SAID NORTH FACE, 27.56 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, ALONG SAID SOUTH LINE, 696.47 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 15.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FOR (PARCELS 3 AND 4):

TRACT NO. 1:
THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, LYING NORTHWESTERLY OF THE CENTER LINE OF THE WESTERN CANAL.

TRACT NO. 2:
THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1,327.82 FEET TO A POINT WHICH IS 15.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55 MINUTES 23 SECONDS EAST, ALONG THE NORTH FACE OF AN EXISTING BLOCK WALL AND THE WESTERLY PROLONGATION THEREOF, SAID NORTH FACE BEING 15 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 673.39 FEET; THENCE SOUTH 56 DEGREES 56 MINUTES 33 SECONDS EAST, CONTINUING ALONG SAID NORTH FACE, 27.56 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, ALONG SAID SOUTH LINE, 696.47 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 15.00 FEET TO THE POINT OF BEGINNING.

TRACT NO. 3:
THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 751.95 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55 MINUTES 23 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 731.11 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE LAST COURSE, 571.11 FEET TO A POINT ON THE CENTER LINE OF THE KYRENE CANAL; THENCE SOUTH 43 DEGREES 44 MINUTES 00 SECONDS WEST, ALONG SAID CENTERLINE, 27.31 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, ALONG SAID SOUTH LINE, 14.22 FEET TO A POINT ON THE NORTH FACE OF AN EXISTING BLOCK WALL; THENCE NORTH 56 DEGREES 56 MINUTES 33 SECONDS WEST, ALONG SAID NORTH FACE, 27.56 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 23 SECONDS WEST, CONTINUING ALONG SAID NORTH FACE AND THE WESTERLY PROLONGATION THEREOF, SAID NORTH FACE BEING 15 FEET NORTH OF, AND PARALLEL WITH, THE SOUTH LINE OF SAID NORTHWEST QUARTER, 673.39 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE, 575.87 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 10.00 FEET OF THE WEST 65.00 FEET, THEREOF AS CONVEYED TO THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION IN WARRANTY DEED RECORDED IN DOCUMENT NO. 95-225841 OF OFFICIAL RECORDS AND RE-RECORDED IN DOCUMENT NO. 96-0482329, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA.

CHANDLER arizona
Community of Innovation

**City Council Memorandum  Development Services  Memo No. 25-017**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
**From:** Darsy Smith, City Planner
**Subject:** PLH25-0002 Black Sheep Wine Bar
**Request:** Entertainment Use Permit approval to allow live indoor entertainment, including live acoustic music performances and outdoor speakers for ambient music
**Location:** 98 South San Marcos Place, generally located ¼ mile south of the southwest corner of Arizona Avenue and Chandler Boulevard
**Applicant:** Brianna Parisian, Thrive Social

---

## Proposed Motion:

Move City Council approve Entertainment Use Permit PLH25-0002, Black Sheep Wine Bar, for an Entertainment Use Permit for live indoor entertainment, including live acoustic music performances and outdoor speakers for ambient music, subject to the conditions recommended by Planning and Zoning Commission.

## Background Data:

- Subject site is zoned City Center District (CCD).
- Subject site currently has a Series 12 Restaurant License.
- Live indoor entertainment within 600 feet of residential properties requires an Entertainment Use Permit.
- The nearest residential property is a single-family home located approximately 380 feet to the south and west of the subject site.

## Surrounding Land Use Data:

| | | | |
|---|---|---|---|
| North | CCD | South | CCD |

| | | | |
|---|---|---|---|
| East | Parking lot in CCD, then Arizona Ave | West | CCD |

**Proposed Development:**

| | |
|---|---|
| Size of Restaurant | 3,673 SF |
| Hours of Operation | Monday-Thursday: 11am to 11pm<br>Friday: 11am to midnight<br>Saturday: 10am to midnight<br>Sunday: 10am to 11pm |
| Hours of Indoor Live Entertainment | 8:30-11pm |
| Types of Indoor Live Entertainment | Solo or Duo Acoustic |

**Review and Recommendation:**

Per Zoning Code Section 35-305(4), an Entertainment Use Permit (EUP) is required when alcoholic beverages are sold or served; there is entertainment activity provided outdoors with the property being located 1,320 ft. or less from a residentially zoned property; and/or if there is entertainment provided indoors with the property being located 600 feet or less from a residentially zoned property. The distance is measured from the closest exterior wall or fence of any indoor or outdoor space occupied by the subject establishment to the closest property line of a residentially zoned property. The nearest single-family residential development to this project is located approximately 380 feet to the south and west.

In 2004, a liquor use permit for a series 12 restaurant license was approved at this location for 98 South Wine Bar & Kitchen. In 2005 and 2007, use permit renewals were approved by City Council. The suite has been occupied by the restaurant Black Sheep Wine Bar since 2021. In February 2025, Black Sheep Wine Bar received approval from the Historic Preservation Commission for an outdoor patio within the city right-of-way. At that time, Black Sheep Wine Bar indicated interest in having outdoor speakers and live indoor entertainment, so staff advised to submit an application for an EUP.

Planning staff is not proposing a time stipulation for the EUP due to the previous liquor use permit for the series 12 restaurant license for the previous business. Black Sheep Wine Bar has occupied the space for four years and there have not been any incidents reported affecting Downtown Chandler businesses. Planning staff have reviewed the request and find it to be consistent with the General Plan and applicable zoning.  Live entertainment is a compatible land use with the surrounding commercial development and has similar hours and types of entertainment to the adjacent commercial developments with an entertainment use permit in Downtown Chandler. Planning and Zoning Commission

recommends approval.

**Public / Neighborhood Notification**

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on April 22, 2025. No one attended the neighborhood meeting other than staff and the applicant. Staff were informed after the neighborhood meeting that a resident attempted to attend the neighborhood meeting, but could not find where the neighborhood meeting was located. A neighboring business owner was concerned about the hours of entertainment, but after letting the business owner know the proposed entertainment hours are between 8:30 p.m. to 11:00 p.m., the business owner stated he was no longer concerned with the request (see attached stakeholder correspondence).
- As of the writing of this memo, Planning staff are not aware of any opposition to the request.

**Planning and Zoning Commission Vote Report**

Planning and Zoning Commission meeting June 4th, 2025
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 2 (Quinn and Barichello)

**Recommended Conditions of Approval**

Planning staff finds the request is in compliance with the General Plan and Planning and Zoning Commission recommends City Council approve the Entertainment Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Exhibits) shall void the Entertainment Use Permit and require a new Entertainment Use Permit application and approval.
2. The Entertainment Use Permit is non-transferable to any other location.
3. Entertainment Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Entertainment Use Permit shall apply.
4. No noise shall be emitted from external speakers or live entertainment in such a manner that exceeds the general level of noise by uses outside the premises of the business and disturbs adjacent businesses and residential

areas.

5. The establishment shall provide a contact phone number for a responsible person (i.e. bar owner and/or manager) to any interested neighbors or property owners to resolve complaints quickly and directly.
6. Entertainment activities shall only be permitted from 8:30 p.m. to 11:00 p.m.

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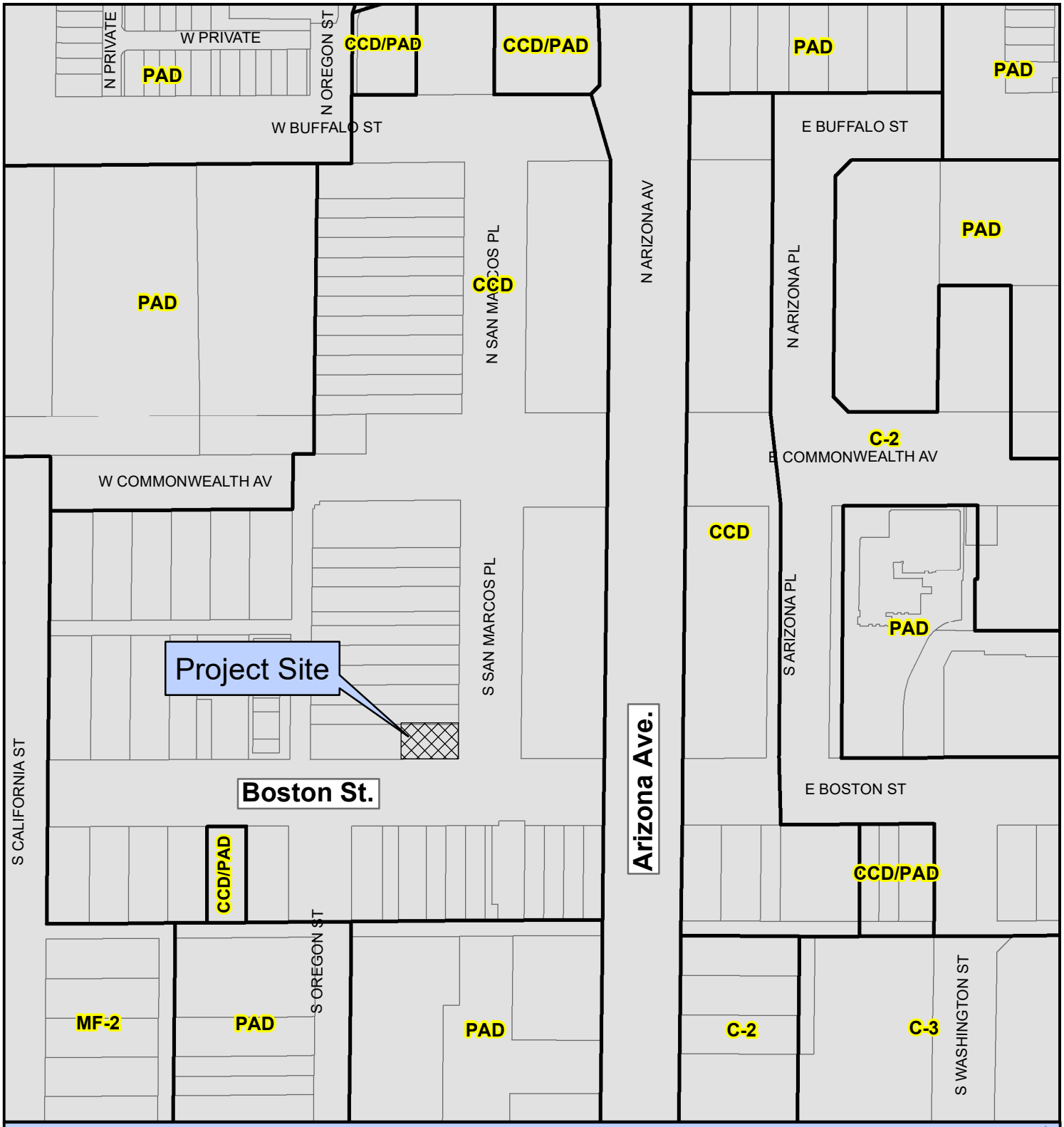
**Attachments**

Vicinity Maps

Exhibits

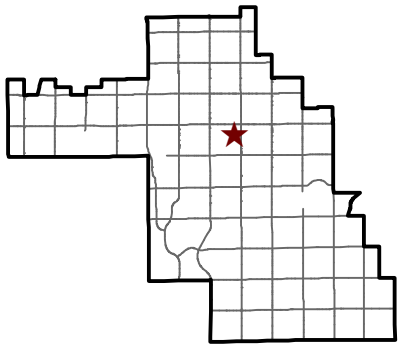
Stakeholder correspondence




**PLH25-0002 Black Sheep Wine Bar**

**Proposed Project Details**

**98 S. San Marcos Pl.**
**Entertainment Use Permit to allow live indoor entertainment including live acoustic musical performances and outdoor speakers for ambient music**



CHANDLER arizona

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

**PLH25-0002 Black Sheep Wine Bar**

**Proposed Project Details**

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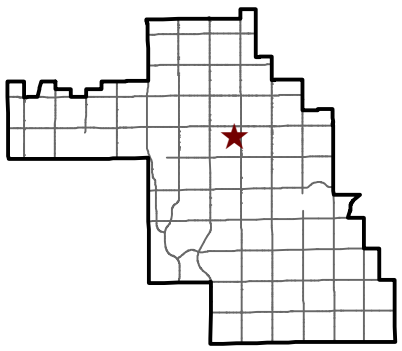
**Entertainment Use Permit to allow live indoor entertainment including live acoustic musical performances and outdoor speakers for ambient music**



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

# PLH25-0002

## BLACK SHEEP WINE BAR

## Location:

98 South San Marcos Place

South of the southwest corner of Arizona Avenue and Chandler Boulevard

BlackSheep Patio is an extension of premise of BlackSheep Wine Bar located at 98 S. San Marcos Place, Chandler, Arizona 85225.

This business, BlackSheep Wine bar, is a wine bar and restaurant located at 98 S. San Marcos Place. It is +/-3,673 S.F. existing building which will have no construction or structural changes made to it. It resides in the CCD (Chandler Commercial District) zoning area.

The proposed patio extension will not be attached to the existing structure in any way and all structures (shading and/or fencing) on the public sidewalk will be designed so that they are easily removable in case the right-of-way needs to be cleared. Our team is aware that things may be bolted to the sideways; however things such as poured foundations are not acceptable.

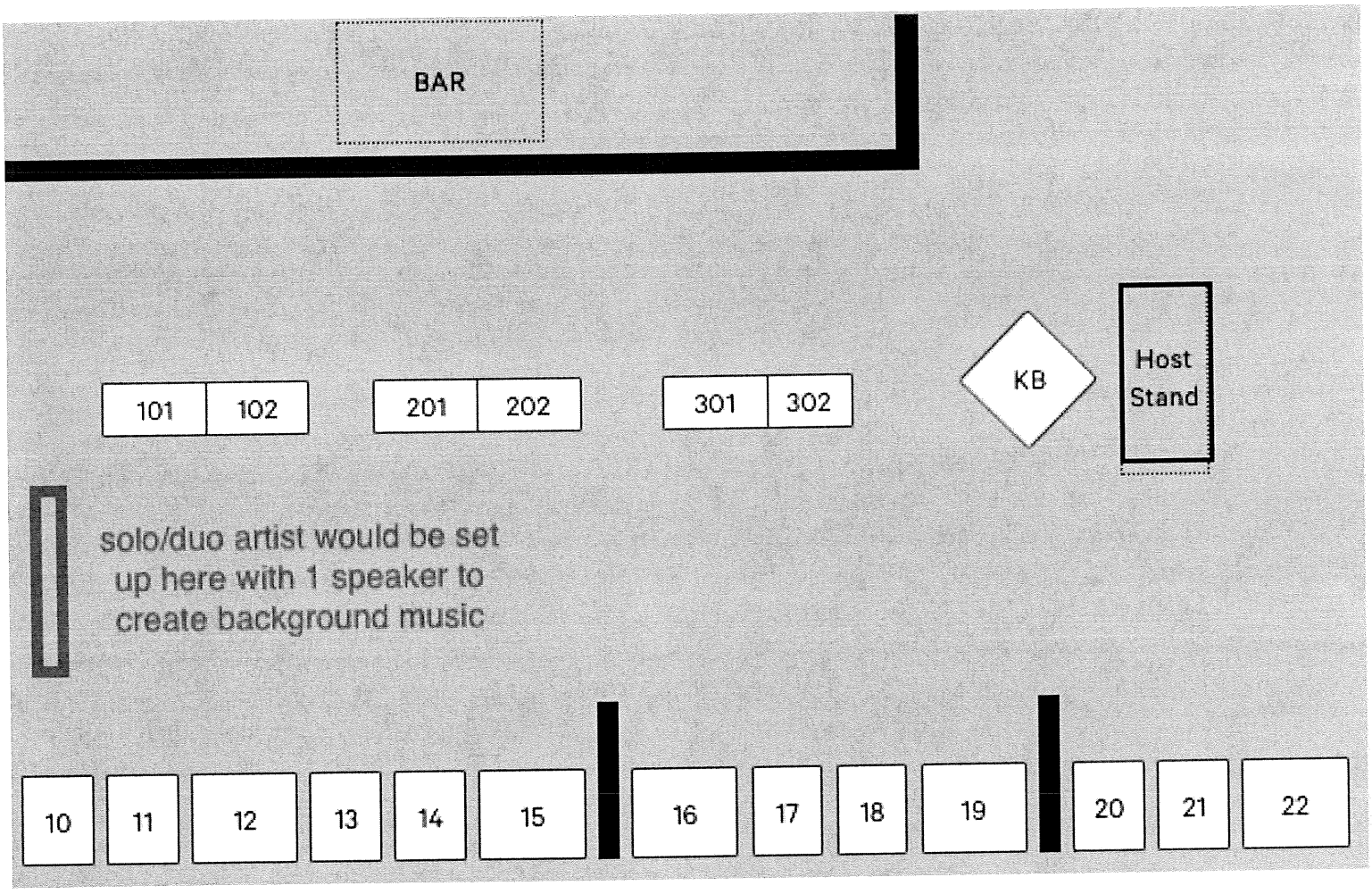
1. An upscale concept that serves a variety of food options as well as craft cocktails.
    i. Extension of premise that will operate under an existing liquor license
    ii. Extension of premise that will operate under the same company and/or business license as a separate dba for accounts payable & receivable purposes.
2. Entertainment
    i. House music through speakers
    ii. Live Entertainment (Solo or Duo Acoustic) inside from 8:30pm to 11pm.
3. Business Operations
    i. Hours of operations are as follows:
        - Monday through Thursday 11am to 11pm
        - Friday 11am to Midnight
        - Saturday 10am to Midnight
        - Sunday 10am to 11pm
    ii. Our team size will not change with the exception of hiring 2-3 more FOH team members for service purposes.

BlackSheep Wine Bar holds a series twelve liquor license. The extension of BlackSheep Wine Bar will simply extend our table service to an outdoor social area for guests to enjoy Downtown Chandler sights while dining. We will continue to offer food with wine options and a limited, cocktail menu. All new employees will receive liquor certificates and undergo respective training, as do all current employees.

For any questions related to business operations, please contact Brianna Parisian at brianna@thrive.social.

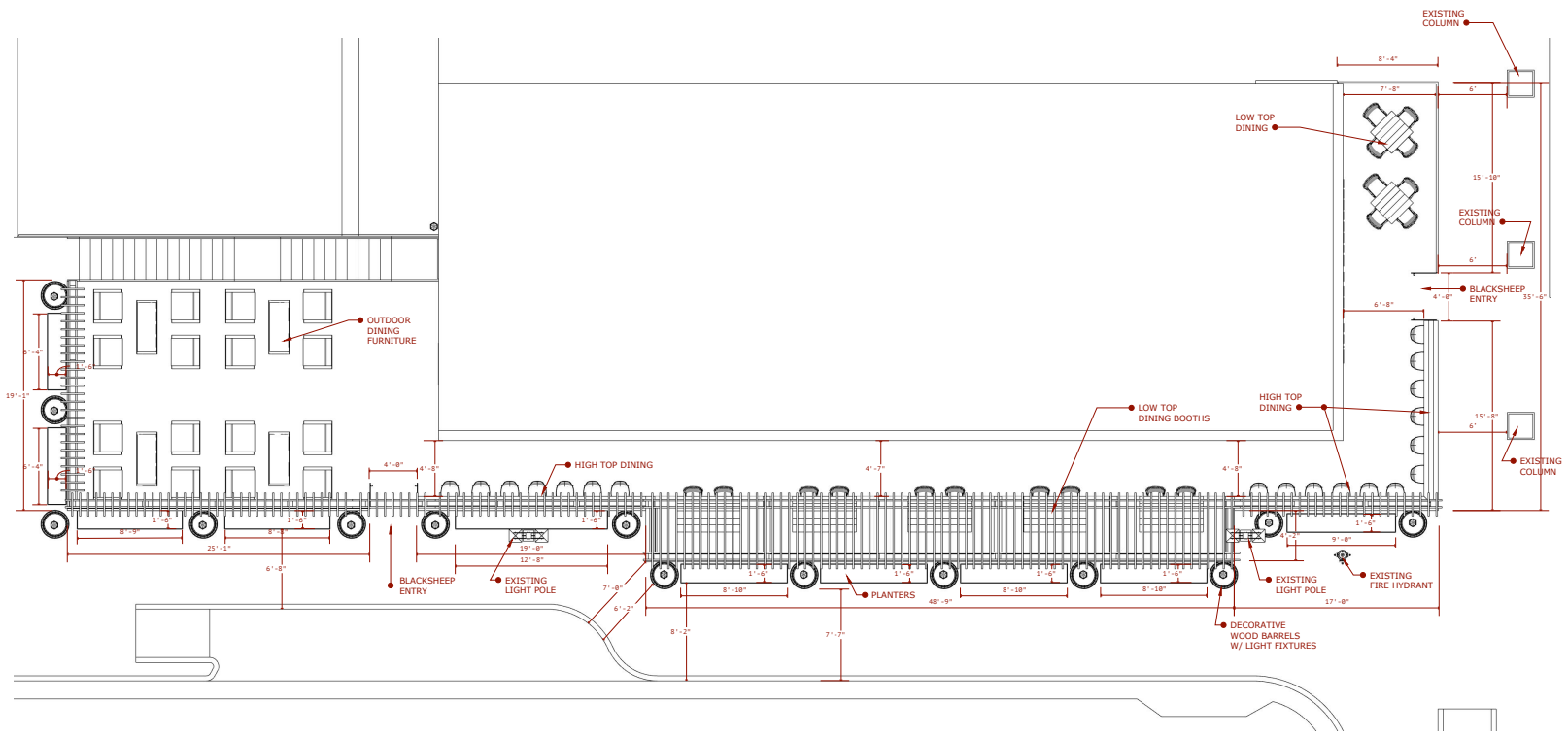
Per stipulation number 5, the best contact information for any complaints regarding noise will be Brianna Parisian at (602)-341-5114

Indoor Site Plan



# **BLACKSHEEP OUTDOOR DINING** (DESIGN REVIEW)

Outdoor Patio Site Plan




**DESIGNER NOTES**

**REVISION NOTES**

chalk.

**SITE PLAN**

**A 05**

## Darsy Smith

**From:** Darsy Smith
**Sent:** Tuesday, April 29, 2025 4:52 PM
**To:** Robert Brown
**Subject:** RE: Case No. PLH25-0002 Black Sheep

Robert,

Yes, it will be a stipulation. I will confirm with my applicant the hours, but we will include the stipulation as well as the standard stipulation that they are required to provide a managers phone number for residents to call if the music is ever too loud.

**Darsy Smith**
City Planner
Development Services Department | Planning Division
(480)782-3067

---

**From:** Robert Brown <robert@rbrownarch.com>
**Sent:** Tuesday, April 29, 2025 2:02 PM
**To:** Darsy Smith <Darsy.Smith@chandleraz.gov>
**Subject:** Case No. PLH25-0002 Black Sheep

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

Darsy,

I received your phone message. After we last spoke, I found out my partner had a copy of the letter sent out to neighbors. In that letter, the hours for live music are stated as starting either 8:00 pm or 8:30 pm to 11:00 pm.

Our concern is live music during the regular business day prior to 6:00 pm. So, if the above stated time frame are or will be a stipulation, we have no issue.

Can you confirm this will be a stipulation? Thank you.

**robert brown, ncarb**
robert brown architects
88 south san marcos place
chandler, az 85225
p 480.377.2222
robert@rbrownarch.com
www.robertbrownarchitects.com

"Perfection is not attainable, but if we chase perfection we can catch excellence." -Vince Lombardi

**City Council Memorandum** **Economic Development** **Memo No.** ED25-037

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Micah Miranda, Economic Development Director
**From:** Michael Winer, Economic Development Project Manager
**Subject:** Resolution No. 5919, Authorizing Support for the Expansion of the Foreign Trade Zones Program for Intel Corporation

## Proposed Motion:

Move City Council pass and adopt Resolution No. 5919, authorizing support for the expansion of the approved subzone for the Foreign Trade Zones program for Intel Corporation to include additional sites in the city; approving the related third amendment to the Intergovernmental Agreement with the City of Phoenix dated November 12, 1993; and authorizing the Mayor to execute the third amendment to the Intergovernmental Agreement on behalf of the City of Chandler.

## Background:

Intel Corporation recently requested city support for the expansion of its approved Foreign Trade Zone ("FTZ") subzone in Chandler, which currently encompasses both its Chandler Campus (5000 W. Chandler Boulevard) and its Ocotillo Campus (4500 S. Dobson Road). In 1993, City Council approved a resolution to support Intel when it first applied to the federal Foreign Trade Zones Board for FTZ subzone designation of the Chandler Campus and Ocotillo Campus facilities. In 2009, a second resolution was approved by City Council to support FTZ subzone status of any future facilities developed on the Ocotillo Campus.

The requested FTZ subzone expansion would add three warehouse sites in Chandler, located at 6615 W. Frye Road, 6760 W. Chicago Street, and 555 E. Queen Creek Road. Intel has stated FTZ designation of these warehouse sites will support the company's operations in Chandler by streamlining logistics and operational efficiencies, which can also enhance ability to scale production

capabilities.

While Arizona state law also allows properties in an active FTZ to obtain a reduction in the property tax assessment ratio from 16% to 5%, Intel has agreed not to pursue or claim this beneficial tax treatment for these warehouse sites. Therefore, support of the FTZ designation has no direct fiscal impact to the city or other area taxing jurisdictions (e.g., school districts).

The City of Phoenix holds the authority to establish and expand FTZ designations for certain areas in the greater metropolitan region. If City Council approves this resolution, the City of Phoenix will need to authorize Intel's application for the FTZ subzone expansion. The application will then be submitted to the federal Foreign Trade Zones Board in Washington, D.C., for review and approval.

**Financial Implications:**

There are no financial implications for the City of Chandler.

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**Attachments**

Resolution 5919

IGA Amendment 3

Intel Notice of Intent to Apply for FTZ Subzone Expansion

**RESOLUTION NO. 5919**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING SUPPORT FOR THE EXPANSION OF INTEL'S APPROVED SUBZONE FOR THE FOREIGN TRADE ZONES PROGRAM TO INCLUDE ADDITIONAL SITES IN THE CITY, AND APPROVING RELATED AMENDMENT NO. 3 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX DATED NOVEMBER 12, 1993, TO INCLUDE ADDITIONAL WAREHOUSE FACILITIES IN CHANDLER LOCATED AT 6615 W. FRYE ROAD, 6760 W. CHICAGO STREET, AND 555 E. QUEEN CREEK ROAD.

WHEREAS, the City of Phoenix has received a grant from the federal Foreign-Trade Zones Board to establish Foreign Trade Zone ("FTZ") No. 75 and the City of Chandler does not have any such grant of authority; and

WHEREAS, Resolution No. 2182 approved by the Chandler City Council on November 4, 1993, authorized the execution of an Intergovernmental Agreement ("Agreement") between the City of Chandler and the City of Phoenix ("Parties") for the purpose of assisting Intel in obtaining FTZ Subzone status for Intel's FAB-12 facility in Chandler ("Ocotillo Campus Intel Facilities"); and

WHEREAS, this Intergovernmental Agreement was executed by the City of Chandler and the City of Phoenix on November 12, 1993; and

WHEREAS, Resolution No. 2259 approved by the City of Chandler City Council on June 23, 1994, authorized the execution of Amendment Number One to the Agreement to modify certain responsibilities and obligations of the Parties related to Intel's FTZ Subzone; and

WHEREAS, Amendment Number One of this Agreement was executed by the City of Chandler and the City of Phoenix on July 5, 1994; and

WHEREAS, Resolution No. 4273 approved by the City of Chandler City Council on March 26, 2009, authorized the execution of Amendment Number Two to the Agreement to allow for FTZ Subzone status of future modifications to the Ocotillo Campus Intel Facilities; and

WHEREAS, Intel is now requesting the support of the City of Chandler and the City of Phoenix to expand its FTZ Subzone to include additional warehouse facilities in Chandler located at 6615 W. Frye Road, 6760 W. Chicago Street, and 555 E. Queen Creek Road ("Sites"); and

WHEREAS, Intel agrees to not pursue classification of any real or personal property at the Sites as Class 6 to receive the beneficial state tax treatment available to an activated FTZ Operator; and

WHEREAS, it is in the best interest of the City of Chandler and City of Phoenix to amend the Agreement to support FTZ Subzone status for the additional Intel Sites in Chandler.

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

Section 1. Authorizing the City of Chandler's support of FTZ Subzone status for Intel's warehouse facilities located at 6615 W. Frye Road, 6760 W. Chicago Street, and 555 E. Queen Creek Road, in Chandler, Arizona.

Section 2. Authorizing the City of Chandler's support of Intel's application to expand its FTZ Subzone located within FTZ No. 75.

Section 3. Approving Amendment No. 3 to the Intergovernmental Agreement between the City of Chandler and the City of Phoenix dated November 12, 1993, attached as Exhibit "A" to this Resolution and authorizing the Mayor to execute the Amendment on behalf of the City of Chandler.

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

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5919 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

**AGREEMENT NO. 66809-3**

# THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE CITY OF PHOENIX

## (Foreign-Trade Zone)

This Third Amendment **("Third Amendment")** to Intergovernmental Agreement No. 66809-0 is made and entered into this ____ day of _____, 2025 **("Effective Date")**, by and between the City of Chandler (**"Chandler"**), a municipal corporation duly organized and existing under the laws of the State of Arizona, and the City of Phoenix (**"Phoenix"**), a municipal corporation duly organized and existing under the laws of the State of Arizona. Chandler and Phoenix are sometimes referred to collectively as **"Parties"** and individually as a **"Party."**

## RECITALS

**A.** Phoenix and Chandler entered into an Intergovernmental Agreement dated November 12, 1993, recorded in the Official Records of the Maricopa County Recorder (the **"Recorder"**) on November 19, 1993 as document 93-0801136. That Intergovernmental Agreement was amended twice. The First Amendment occurred on July 5, 1994 and was recorded with the Recorder on July 6, 1994 as document 94-0522998. The Second Amendment occurred on July 1, 2009 and was recorded with the Recorder on February 18, 2010 as document 20100133804. Collectively, these documents and this Third Amendment constitute the **"Agreement."**

**B.** The purpose of document 93-0801136 was to memorialize Chandler's support for an application to the Foreign-Trade Zones Board (the **"Board"**) by Phoenix, grantee of Foreign-Trade Zone No 75, for the establishment of a Special Purpose Foreign-Trade Subzone to facilitate the location of a new manufacturing facility by the Intel Corporation **("Intel")** in Chandler.

**C.** Phoenix has received a Grant (Board Order 185, dated March 25, 1982) from the Board to establish FTZ No. 75, and the alternative site framework format for FTZ No. 75 was approved by the Board in a notice published on October 20, 2010 in 75 Fed. Reg. 64708. Applications to the Board for Subzone status designation shall only be requested for specific Intel sites identified in this Agreement or future amendments agreed to by the Parties.

## AGREEMENT

IN CONSIDERATION of the foregoing recitals and representations, and the following mutual covenants, agreements, and conditions, the Parties agree as follows:

1. **Recitals.** The recitals set forth in the Agreement are hereby incorporated by this reference and the Agreement.

2. **Site Proposal.** Chandler supports subzone status for the following three additional Intel sites, as further described in **Exhibit C**, which is attached to this Third Amendment and incorporated into the Agreement by reference:

   **A.** Proposed Site 007, located at 6615 West Frye Road, Chandler, AZ 85226 (135,000 sf).

   **B.** Proposed Site 008, located at 6760 W Chicago Street, Chandler, AZ 85226 (15,000 sf).

   **C.** Proposed Site 009, located at 555 E. Queen Creek Road, Building B, Suite 90 and 100, Chandler, AZ 85286 (198,000 sf).

   Chandler and Phoenix's requirements and responsibilities concerning the FAB-12 facility under the Agreement will apply the same with respect to these three additional Intel sites.

3. **Duration – A.R.S. § 11-952(B)(1).** To better specify a duration for this Agreement in accordance with Ariz. Rev. Stat. § 11-952, the Agreement's § II, *"Agreements,"* is supplemented by addition of the following paragraph D:

   **D. Duration.** The term of this Agreement shall begin on the Effective Date (November 12, 1993) and remain in effect for the same term as Operating Agreement 66809-FTS-002 and all amendments thereto, unless terminated pursuant sooner pursuant to the terms of this Agreement.

4. **Effect of Amendment.** Except as otherwise amended, all other contract prices, terms, and conditions of the Agreement (and any prior amendments not in conflict) will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, then the most recent amendment will only prevail and control if it is clear and unambiguous. If the most recent amendment is not clear and unambiguous, then the original Agreement will govern to the extent necessary to support the intent of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to the Intergovernmental Agreement (Contract No. 66809-0) as of the date first written above.

**CITY OF CHANDLER**

Kevin Hartke
Mayor

ATTEST:

Chandler City Clerk

APPROVED AS TO FORM:

Attorney for Chandler

APPROVED BY CHANDLER CITY COUNCIL
BY FORMAL ACTION ON: _____

**CITY OF PHOENIX**

Jeffrey Barton, City Manager

Christine Mackay
Community & Economic Development Director

ATTEST:

Phoenix City Clerk

APPROVED AS TO FORM:

Julie M. Kriegh, City Attorney

Micah Ray Alexander
Assistant Chief Counsel

APPROVED BY PHOENIX CITY COUNCIL
BY FORMAL ACTION ON NOV. 10, 1993

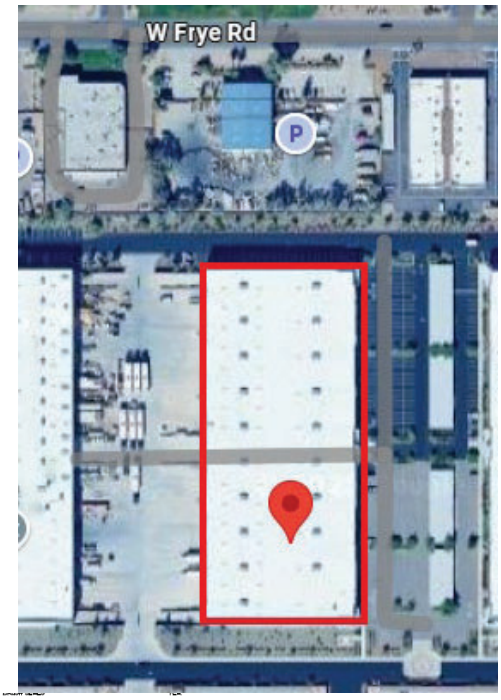
**EXHIBIT C**

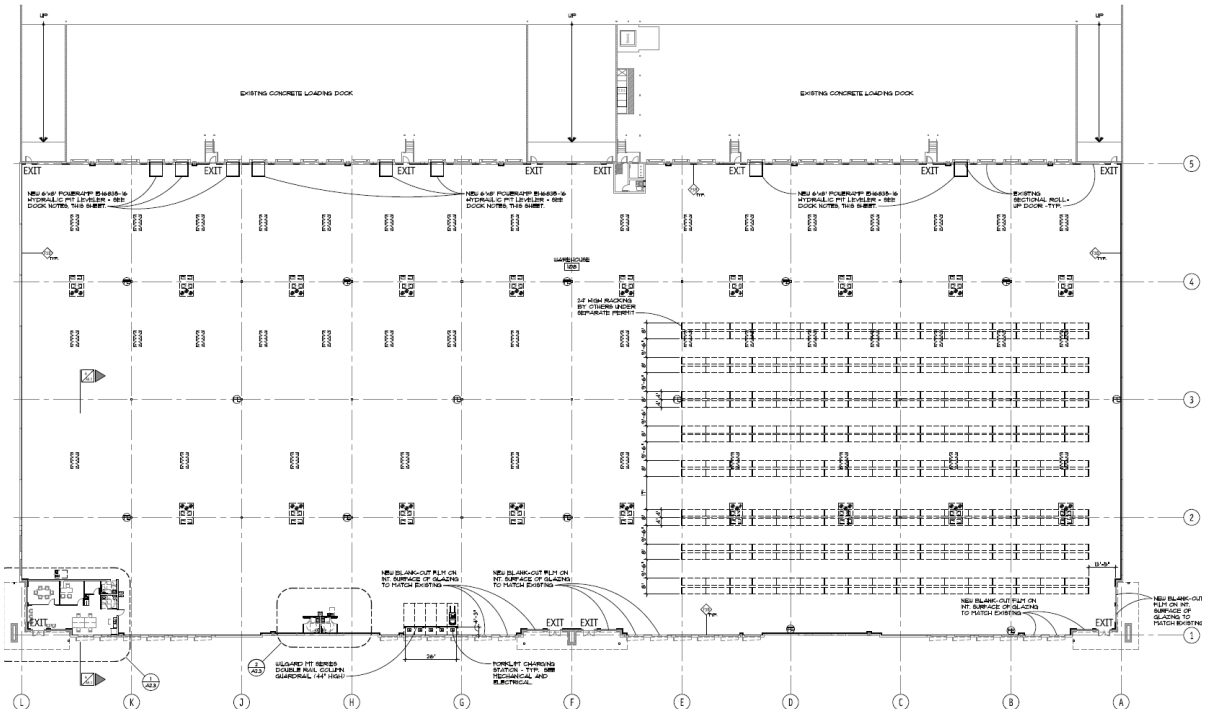
**Exhibit C**

Proposed Site 007:

*6615 West Frye Road,*
*Chandler, AZ 85226*

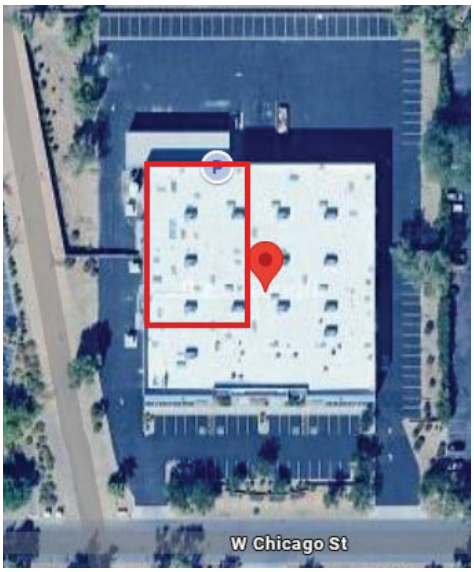
*3.1 Acres*

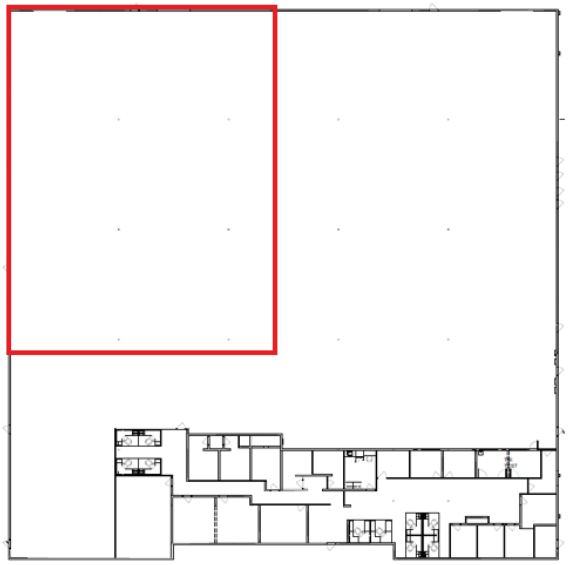


Proposed Site 008:

*6760 W Chicago Street*
*Chandler, AZ 85226*
*0.34 Acres*

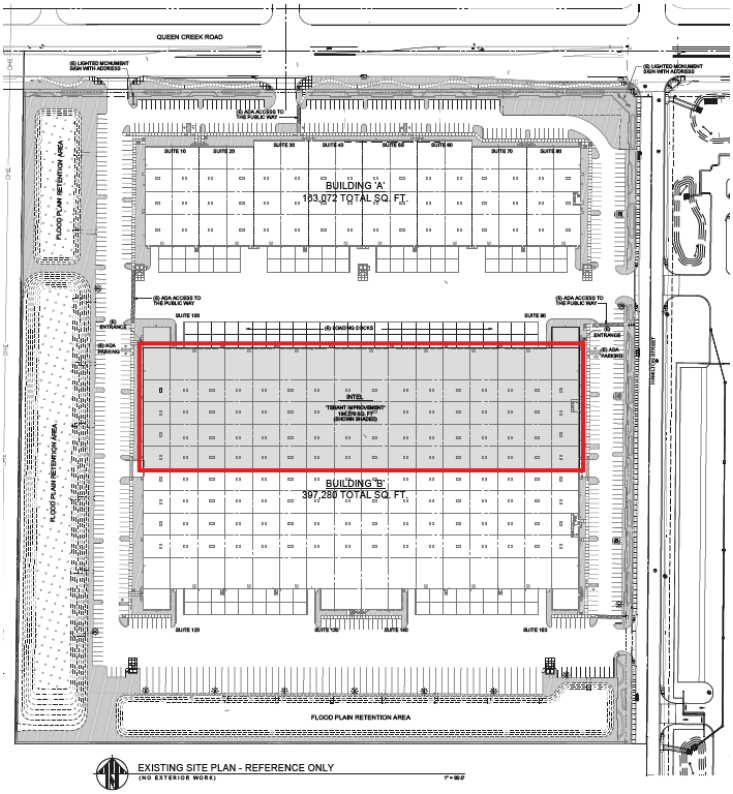


Proposed Site 009:

*555 E. Queen Creek Road, Building B, Suite 90 and 100, Chandler, AZ 85286*

*4.5 Acres*



June 3, 2025

Michael Winer
Economic Development Project Manager
City of Chandler

Re: Application for TSF Subzone Designation of Intel Corporation
Proposed site addresses: 6615 West Frye Road, Chandler, AZ 85226,
6760 W Chicago Street, Chandler, AZ 85226 and 555 E. Queen Creek Road, Building B,
Suite 90 and 100, Chandler, AZ 85248

Dear Mr. Winer:

I am writing in reference to the designation of additional sites for FTZ #75, Subzone 00C. The designation of three additional warehouses will play a pivotal role in supporting Intel's operations in Chandler by fostering economic growth and enhancing regional development. By establishing these FTZs, Intel can attract more business activities to the area, creating a hub for technological innovation and manufacturing excellence. This expansion is likely to generate new job opportunities, both directly within Intel's operations and indirectly through increased demand for local services and suppliers. The presence of FTZs can also stimulate investment in infrastructure and community development, as businesses and stakeholders recognize the potential for growth and collaboration. Furthermore, the streamlined logistics and operational efficiencies afforded by FTZ status can enhance Intel's ability to scale its production capabilities, thereby contributing to the broader economic vitality of Chandler. As Intel continues to expand its footprint, the FTZ designation will serve as a catalyst for sustainable economic development, reinforcing Chandler's position as a key player in the global semiconductor industry.

Furthermore, Intel Corporation is not seeking the local property tax benefits outlined in Arizona Revised Statutes 42-12006 (section 2) and 42-15006 for the additional sites mentioned in the Geographical application. By committing to this decision, Intel ensures that there will be no reclassification of the property, and consequently, no reduction in taxes as stipulated by Arizona law.

Sincerely,

Signed by:
Tonia Richman
3985DB44081B42D...

Tonia Richman

US FTZ Trade and Customs Compliance Manager

CHANDLER arizona
Community of Innovation

**City Council Memorandum Facilities and Fleet Memo No. N/A**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
**From:** Mike Hollingsworth, Facility & Fleet Services Senior Manager
**Subject:** Agreement No. BF5-910-4893 for Roofing Repairs and Maintenance Services

## Proposed Motion:

Move City Council approve Agreement No. BF5-910-4893, with Five Oliver Roofing, dba Oliver Roofing Systems; Sprayfoam Southwest, Inc., dba Global Roofing Group; National Waterproofing & Roofing, LLC; Progressive Services, Inc., dba Progressive Roofing; and Weatherproofing Technologies, Inc., for roofing repair and maintenance services, in a combined amount not to exceed $1,485,000, for the period of one year, beginning June 27, 2025, through June 26, 2026.

## Background/Discussion:

Roof leaks are a major concern and can cause significant damage to finishes, equipment, and documents. Every effort is made to minimize leaks. However, due to the variety of roof materials and extreme weather conditions in the area, the roofs on city buildings require constant inspection and maintenance. This roof repair and maintenance contract will enable the Buildings and Facilities Division to have regularly scheduled roof inspections performed by industry experts, as well as address maintenance and repair issues that may arise. These inspections will be used as a preventative measure to address potential roof deficiencies before they become leaks. Scheduled inspections will be used to establish replacement schedules for roofing at or beyond its life cycle. Having a service provider on contract will allow the city to receive discount pricing on material and labor as well as priority service in the event of an emergency. This agreement will also be used by several departments within the city for various roofing maintenance projects.

**Evaluation:**

On March 7, 2025, City staff issued Request for Proposal No. BF5-910-4893 for Roofing Repair and Repair Maintenance Services. Notification was sent to all registered vendors. Five (5) proposals were received from the following offerors:

- Five Oliver Roofing, dba Oliver Roofing Systems
- Sprayfoam Southwest, Inc., dba Global Roofing Group
- National Waterproofing & Roofing, LLC,
- Progressive Services, Inc., dba Progressive Roofing
- Weatherproofing Technologies, Inc.

The Evaluation Committee evaluated the proposals and recommends award to all five vendors, each of which submitted advantageous offers to the City in accordance with the evaluation criteria.

The term of this agreement is June 27, 2025, through June 26, 2026, with the option of up to four one-year extensions.

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**Fiscal Impact**

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 616.3930.5410 | WW Industrial Prorcess Treatment | N/A | $50,000 | N |
| 615.3940.5410 | Wastewater Operating | N/A | $30,000 | N |
| 615.3960.5410 | Wastewater Operating | N/A | $150,000 | N |
| 612.3960.5410 | Reclaimed Water Operating | N/A | $50,000 | N |
| 615.3970.5410 | Wastewater Operating | N/A | $50,000 | N |
| 612.3970.5410 | Reclaimed Water Operating | N/A | $35,000 | N |
| 615.3900.5410 | Wastewater Operating | N/A | $20,000 | N |

| | | | | |
|---|---|---|---|---|
| 605.3860.5410 | Water Operating | N/A | $300,000 | N |
| 401.3210.6210.0.6BF628 | General Govt Capital Projects | Existing City Building Renov/Repair | $800,000 | Y |

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**Attachments**

Agreement Five Oliver
Agreement Global Roofing Group
Agreement National Waterproofing
Agreement Progressive Roofing
Agreement Weather Technologies

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City Clerk Document No. _____

City Council Meeting Date: June 26, 2025

**CITY OF CHANDLER SERVICES AGREEMENT**
**ROOFING REPAIR AND REPAIR MAINTENANCE SERVICES**
**CITY OF CHANDLER AGREEMENT NO. BF5-910-4893**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Five Oliver Roofing, DBA Oliver Roofing Systems, an Arizona limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2025 (Effective Date).

## RECITALS

A. On or about March 7, 2025, the City issued a solicitation for roofing repair and repair maintenance services. Under the solicitation, the City proposes to enter into five (5) related agreements for roofing repair and repair maintenance services in various amounts for the prices set forth in each roofing repair and repair maintenance services agreement. Although the amount and type of roofing repair and repair maintenance services purchased by the City may vary, the total sum for all five (5) roofing repair and repair maintenance services agreements must not exceed $1,485,000.

B. City proposes to purchase roofing repair and repair maintenance services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

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

## AGREEMENT

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

### SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
**Agreement** means the legal agreement executed between the City and the Contractor

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**City** means the City of Chandler, Arizona
**Contractor** means the individual, partnership, or corporation named in the Agreement
**Days** means calendar days
**May, Should** means something that is not mandatory but permissible
**Shall, Will, Must** means a mandatory requirement

**SECTION II: CONTRACTOR'S SERVICES**

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

**SECTION III: PERIOD OF SERVICE**

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

The term of the Agreement is one year, and begins on June 27, 2025 and ends on June 26, 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 (4) additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

**SECTION lV: PAYMENT OF COMPENSATION AND FEES**

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

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

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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 goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by

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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 purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This

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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 lndemnitee from and against any and all Claims, except those arising solely from lndemnitee'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 lndemnitee 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: | Saranna Davidson | Name: | Jacob Oliver |
| Title: | Procurement Officer | Title: | President |
| Address: | 175 South Arizona Ave.<br>Chandler, AZ 85225 | Address: | 40 W Baseline Rd., #112<br>Tempe, AZ 85283 |
| Phone: | 480 782-2406 | Phone: | 480 720-6323 |
| Email: | saranna.davidson@chandleraz.gov | Email: | Jacob@oliverroofingsystems.com |

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the

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

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

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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. Contractor 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. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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

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

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

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

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

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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

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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.

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

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

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

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements

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# Exhibit D - Special Conditions

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

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

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

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

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

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

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

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the

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materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

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

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

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

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

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

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

**FOR THE CITY**

By: _____

Its: _____
Mayor

**APPROVED AS TO FORM:**

By: _____
City Attorney

**ATTEST:**

By: _____
City Clerk

**FOR THE CONTRACTOR**

By: JACOB OLIVER

Its: 03/09/2023

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**EXHIBIT A TO AGREEMENT**
**SCOPE OF WORK**

## 1. INTRODUCTION

1.1. The City of Chandler desires to contract for Roofing Repair and Maintenance services. Contractor will provide minor repairs and maintenance but may also provide complete roof replacements as needed. Roofing systems may include but are not limited to overlay, rubber, built up roofing, 2 ply, 3 ply, shingle and asphalt. This service shall be provided, on an 'as needed' basis, for a period of one (1) year, with options as outlined in the "TERM" section of this solicitation.

1.2. The Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Offeror. The Offeror is also encouraged to carefully review their final submittal documents, as the Evaluation Committee is not required to make interpretations or correct detected errors in calculations.

1.3. Offeror shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

1.4. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

## 2. GENERAL VENDOR QUALIFICATIONS

2.1. 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.

2.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal 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.

2.3. 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.

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## 3. EXPERTISE, KNOWLEDGE AND TRAINING

3.1. The Contractor and Contractor Technicians shall maintain complete and up-to-date expertise, knowledge, and training (including all appropriate professional and technical certifications) for the professional performance of any and all required or recommended manufacturer processes, procedures, and techniques for the repair of roofs and replacement of roofing systems.

3.2. Contractors and all Contractor Roofers performing repairs or installation for the product intended to be used, or other products and systems shall have full, complete, and up-to-date manufacturer training and certification for these roofing techniques and systems.

3.3. Proof of training and certifications shall be made available upon request.

3.4. The Contractor shall consult with the City of Chandler as necessary and appropriate to clarify the scope of existing specifications, to discuss changes to specifications or procedures, and to otherwise inform, advise and consult.

3.5. Manufacturer recommended specifications and procedures as well as any changes to manufacturer recommended or required maintenance/repair procedures that occur during the term of this contract shall automatically become part of this contract and will not result in additional cost to the City. Increased cost to the Contractor but may be addressed for consideration as part of annual contract renewal. Any such changes shall automatically become part of this contract and will not result in additional cost to the City or decreased cost to the Contractor at the time of their implementation, may be considered as part of annual contract renewal. The Contractor shall provide written notification to the City of Chandler within 5 working days of any changes to manufacturer's required or recommended preventive maintenance or repair procedures, regardless of whether the Contractor is working on a current roofing project.

3.6. All work shall be performed per the details, specifications, standards, and requirements of each manufacturer for each type of roof system scheduled for repair, replacement, or installation. All work shall be performed by a certified roofer so as not to void any existing roof manufacturer' warranty.

3.7. In addition to the manufacturer specifications, the 'City" may require additional specifications which will be submitted to the contractor at the time of the request for proposal.

## 4. ROOF PROJECT PRICE PROPOSALS

4.1. The City of Chandler may request the Contractor to provide a written Roofing Project Proposal (RPP). RPPs shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

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4.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide an RPP. The Contractor shall state the reason for declining to submit an RPP. The Contractor shall provide a written statement stating the reasons for declining to provide a RPP within 3 business days.

4.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

4.4. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

4.4.1. Project Address
4.4.2. Building Name
4.4.3. Project Description
4.4.4. Roofing system components to be repaired or replaced
4.4.5. Facility Maintenance (FM) measured project square footage
4.4.6. Manufacturer products and specification to be used on the project
4.4.7. Moisture testing requirement (if any)
4.4.8. Davis Bacon Wage requirements, if applicable
4.4.9. SBE/DBE subcontractor participation goals, if applicable

4.5. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete RPP.

4.6. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written RPP to the City of Chandler. The RPP shall be submitted either by mail, FAX, e-mail, or hand delivery.

4.7. The written RPP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

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4.8. A Roofing Price Proposal shall contain include the following information:

4.8.1. Address of Project Location
4.8.2. The City of Chandler square footage of roof surface
4.8.3. Contractor measured square footage of roof surface
4.8.4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
4.8.5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
4.8.6. Roofing system components to be repaired or replaced per manufacturer project specifications
4.8.7. Manufacturer products to be used
4.8.8. Volumes of materials to be used
4.8.9. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
4.8.10. Warranties by type of work and products
4.8.11. Specifications for any techniques or products outside of manufacturer specs
4.8.12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

4.9. The Contractor shall be required to verify all existing conditions, dimensions of repair work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

4.10. The Contractor shall rely on the manufacturer specifications when developing proposals. Manufacturer specifications shall be provided by the City of Chandler, or the Contractor shall obtain the specifications from the manufacturer. Manufacturer specifications shall be provided as an attachment to the proposal.

4.11. The City of Chandler shall review submitted written Roof Project Proposals and either accept, request revisions, or decline the RPP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the RPP.

4.12. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

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## 5. ROOF PROJECT WARRANTY REQUIREMENTS

5.1. The Contractor shall provide the following warranties:

5.1.1. Roof Systems: Minimum 20-year product warranty. All complete or partial roof installations shall be considered a complete system, including all penetrations, wall flashings, curbs, caps, drains, etc. There shall be no exclusions. Upon successful completion of the project, and after all post installation procedures have been completed, the Contractor shall furnish the City with all minimum manufacturer labor and materials combined option membrane guarantee. The guarantee shall be a term type, without deductibles or limitations on coverage amount. This guarantee shall not exclude random areas of ponding from coverage for the first ten years.

5.1.2. Roof Coating Warranty: 10 years

5.1.3. Contractor Workmanship: 5 years

## 6. PREVENTATIVE MAINTENANCE PROPOSALS

6.1. The City of Chandler may request the Contractor to provide a written Preventative Maintenance Proposal (PMP). PMP's shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

6.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide a PMP. The Contractor shall state the reason for declining to submit a PMP. The Contractor shall provide a written statement stating the reasons for declining to provide a PMP within 3 business days.

6.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

6.4. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

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6.4.1. Project Address
6.4.2. Building Name
6.4.3. Project Description
6.4.4. Roofing system components to be maintained.
6.4.5. Facility Maintenance (FM) measured project square footage
6.4.6. Moisture testing requirement (if any)
6.4.7. Davis Bacon Wage requirements, if applicable
6.4.8. SBE/DBE subcontractor participation goals, if applicable

6.5. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete PMP.

6.6. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written PMP to the City of Chandler. The PMP shall be submitted either by mail, FAX, e-mail, or hand delivery.

6.7. The written PMP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

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6.8. A Preventative Maintenance Proposal shall contain include the following information:
- 6.8.1. Address of Project Location
- 6.8.2. The City of Chandler square footage of roof surface
- 6.8.3. Contractor measured square footage of roof surface
- 6.8.4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
- 6.8.5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
- 6.8.6. Roofing system components to be maintained per manufacturer recommendations. (Type of roofing system)
- 6.8.7. Age of the roofing system.
- 6.8.8. Assessed current condition.
- 6.8.9. Proposed frequency of preventative maintenance.
- 6.8.10. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
- 6.8.11. Specifications for any techniques or products used during the preventative maintenance process. (Manufacturers recommendations)
- 6.8.12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

6.9. The Contractor shall be required to verify all existing conditions, dimensions of work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

6.10. The Contractor shall rely on the manufacturer specifications/recommendations when developing proposals. The Contractor shall obtain the specifications/recommendations from the manufacturer. Manufacturer specifications/recommendations shall be provided as an attachment to the proposal.

6.11. The City of Chandler shall review submitted written Preventative Maintenance Proposals and either accept, request revisions, or decline the PMP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the PMP.

6.12. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

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## 7. EMERGENCY ROOF REPAIRS

7.1. The City of Chandler shall notify the Contractor by telephone call to request emergency roofing repair services during after hours, weekends or holidays. Telephone calls shall be made by the City of Chandler to the designated telephone number(s). The Contractor and the City of Chandler shall discuss a response time for the emergency repairs, when the Contractor shall arrive on-site prepared to perform the work. The City of Chandler shall determine if the response time is adequate and shall so inform the Contractor.

7.2. The Contractor shall immediately inform the City of Chandler if the Contractor is unable to perform the emergency repair service and the reason for being unable to respond.

7.3. The Contractor shall arrive on-site to the emergency roof repair location fully prepared and equipped to assess the scope of the required repair within 2 hours of telephone notification by the City. The time of the notification shall be as documented by the City and the time of notification shall be provided by the City representative at the time the service call is made by the City. The City of Chandler shall meet the Contractor at the site.

7.4. After completing an assessment of scope of the required roof repair, the Contractor shall immediately notify the City of Chandler of the nature of the required repairs and provide an estimate of the time and cost required to repair the roof. As directed by the City of Chandler, repairs may involve complete minor repairs or temporary repairs pending more complete work at another time.

7.5. Upon authorization received from the City of Chandler, the Contractor shall immediately commence and complete the emergency repair of the roof to the full satisfaction of the City of Chandler.

7.6. At the conclusion of roof repair work, the Contractor shall immediately complete and present to the City of Chandler, a written Roof Repair Service report that identifies the repairs or replacements made, products used, parts repaired or replaced, and suggestions or recommendations for further work.

## 8. PERFORMING ROOF PROJECTS AND REPAIRS

8.1. During any roofing project, in addition to any other requirement in this contract the Contractor shall:

8.1.1. Arrive on site fully prepared and equipped with all materials and equipment necessary to commence immediately and perform the roofing project.

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8.1.2. Perform all roof projects in full compliance with specific Roof Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

8.1.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

8.1.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas of roof construction. Continue the fire watch for 30 minutes after roofing material application has been suspended for the day.

8.1.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

8.1.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

8.1.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

8.1.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

8.1.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the FM representative, and not unreasonably encumber the premises with materials or equipment.

8.1.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Roofers any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired and/or re-roofed shall be required to be done when the building is not occupied. The site coordinator will have the final approval of date and time of all outages.

8.1.11. Secure all materials and equipment on the site and ensure that no materials or equipment are "point-load" on the roof. Materials shall be set on the roof using insulation pads and/or plywood skids, so as not to puncture or deflect roof.

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8.1.12. Schedule site visits from manufacturers to approve roof decking and substrate prior to installing roof, obtain from the roofing materials manufacturer a written approval of decking and substrate, and provide to the City of Chandler a copy of the written approvals.

8.1.13. Not allow the application of roofing materials during precipitation or at times before or after anticipated precipitation to ensure that products are applied during manufacturer recommended weather conditions. The Contractor shall take adequate and appropriate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.

8.1.14. Not apply cold adhesive if low outside temperatures might interfere with the proper application of the cold adhesive products. Store cold adhesive products in a sufficiently warm manner immediately prior to use. Use a shop squeegee to assist in an even distribution of the adhesive (cut notches out of the rubber blade of the squeegee). Suspend application in situations where the adhesive cannot be kept at temperatures allowing for even distribution.

8.1.15. Protect newly applied roofing materials and adjacent surfaces from any staining or mechanical damage.

8.1.16. Prevent access by the public to materials, tools, and equipment.

8.1.17. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances, to include the use of a magnet around the entire roof and grounds around building to collect all nails and metal debris. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

8.1.18. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

8.1.19. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

8.1.20. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

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8.1.21. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

8.1.22. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

8.1.23. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

8.1.24. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

8.1.25. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

8.1.26. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

8.1.27. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City, however the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

## 9. CITY'S RESPONSIBILITIES

9.1. The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any roof projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

9.2. The City of Chandler designated representative(s) shall:

9.2.1. Serve as the primary City contact(s) for roof projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

9.2.2. Collaborate with the Contractor to develop roof project specifications

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9.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the roof project location/site on the specified date and time scheduled for commencement of project or repair.

9.2.4. Review, decline, or approve Roof Project proposals.

9.2.5. Develop and submit Notices to Proceed for all work.

9.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the roofing sites and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

9.2.7. Consult with the Contractor in advance and during the course of all roofing projects to ensure the work progresses and is completed to the full satisfaction of the City.

9.2.8. Consult with manufacturer representatives to verify proper product uses and application.

9.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

9.2.10. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

9.2.11. Review, approve, or decline to accept work at any phase of the roof project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

9.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

9.2.13. Review, approve, or decline to approve the roofing project or repair in whole or in part.

9.2.14. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

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## 10. EMPLOYEE REQUIREMENTS:

10.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

10.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with the FM, other City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must wear these identification badges at all times while on a City of Chandler job site.

10.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable

10.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

10.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

## 11. OTHER REQUIREMENTS:

11.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

11.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

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11.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

11.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

## 12. MONITORING CONTRACTOR PERFORMANCE

12.1. The Contractor shall fully and at all times cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

12.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

12.2.1. On-Site Monitoring: Conduct visual on-site work performance during all roofing projects, through the use of observation, discussion, and technical consultation.

12.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

12.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

12.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

12.3. The City of Chandler will attempt to resolve any contractual issues at the lowest possible level using the following steps to document and correct performance issues. These steps will be preliminary and in addition to any other standard contractual remedies.

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12.3.1. Informal Discussion: The City of Chandler shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

12.3.2. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

12.3.3. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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# EXHIBIT B TO AGREEMENT
# PRICING

| | MODIFIED BITUMINOUS ROOF | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak. | Per Sqft | $13.00 |
| 2 | Install new vent thru roof. | Per Roof Vent | $285.00 |
| 3 | Replace damaged plywood decking based on ½" CDX, minimum 16 square feet. Replace damaged rigid board roof insulation based on 1" thick, minimum 16 square feet. | Per Sqft | $3.25 |
| 4 | Replace standard roof edge flashing (4-inch edge with 4-inch flange). Flashing shall be 22 gage-galvanized sheet metal minimum length 10 foot. | Per Linear Foot | $25.00 |
| 5 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor. | Per Support | $90.00 |

| | SINGLE PLY-ROOF | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak. Standard service call, two hours maximum. | Per Sqft | $13.00 |
| 2 | Install new vent thru roof. | Per Roof Vent | $345.00 |
| 3 | Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet. | Per Sqft | $3.25 |
| 4 | Replace damaged metal decking. Standard "B" deck, minimum 24 square feet. | Per Sqft | $13.00 |
| 5 | Replace damaged rigid board roof insulation. Based on 1" thick. | Per Sqft | $3.00 |
| 6 | Replace standard roof edge flashing (4-inch edge with 4-inch flange) Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet. | Per Linear Foot | $25.00 |
| 7 | Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet. | Per Linear Foot | $17.00 |
| 8 | Install new single ply roof wrap / flashing with single ply flange at roof penetrations for electrical conduits, utility piping and steel equipment supports. Flashings shall be per single ply roof manufacturer's recommendation. | Per Pocket | $350.00 |

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| | | | |
|---|---|---|---|
| 9 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor. | Per Support | $90.00 |

| **STANDING SEAM METAL ROOF** | | **Units** | **Price** |
|---|---|---|---|
| 1 | Repair general roof leak - include base felt and resetting of metal roof panels. Standard service call, two hours maximum. | Per Sqft | $15.00 |
| 2 | Install new vent thru roof. | Per Roof Vent | $285.00 |
| 3 | Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet. | Per Sqft | $3.25 |
| 4 | Replace damaged metal decking. Standard "B" deck, minimum 24 square feet. | Per Sqft | $12.00 |
| 5 | Replace damaged rigid board roof insulation. Based on 1" thick minimum 16 square feet. | Per Sqft | $3.25 |
| 6 | Replace standard roof edge flashing (4-inch edge with 4-inch flange). Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet. | Per Linear Foot | $25.00 |
| 7 | Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet. | Per Linear Foot | $17.00 |
| 8 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor | Per Support | $70.00 |

| **SHINGLED ROOF** | | **Units** | **Price** |
|---|---|---|---|
| 1 | Remove old shingles down to wood deck. | Per Sqft | $0.80 |
| 2 | Replace damaged plywood decking based on 1/2-inch CDX minimum 16 square feet. | Per Sqft | $3.00 |
| 3 | Replace standard roof edging 4 x 4" 22 gauge minimum 10 linear feet. | Per Sqft | $11.00 |
| 4 | Install new# 15 felt paper and minimum 30-year shingles. | Per Sqft | $4.25 |

| **MOISTURE TESTING** | | **Units** | **Price** |
|---|---|---|---|
| 1 | Conduct moisture testing | | $500.00 |

| **GENERAL PRICING AND MATERIALS** | | **Units** | **Price** |
|---|---|---|---|
| 1 | Hourly Rate - Normal hours* | Per Hour | $85.00 |
| 2 | Hourly Rate - After normal hours | Per Hour | $120.00 |
| 3 | Hourly Rate - Weekend | Per Hour | $120.00 |

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| | | | |
|---|---|---|---|
| 4 | Hourly Rate - Holidays | Per Hour | $170.00 |
| 5 | Hourly Rate - Emergency response - (respond within two hours of notification) | Per Hour | $170.00 |
| 6 | Materials mark-up percentage (Actual Cost Plus%) | Percentage | 10% |
| 7 | Minimum Call Out Charge | Each | $450.00 |
| | **TOTAL FOR ALL LINE ITEMS** | | $3300.05 |

*Normal hours are considered any 8-hour period between the hours of 6am and 5pm Monday through Friday.

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**EXHIBIT C TO AGREEMENT**
**INSURANCE**

General.

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

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

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

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insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

D. *Professional Liability*. If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

E. *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

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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.

<u>Additional Policy Provisions Required</u>.

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.

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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:

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

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

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**EXHIBIT D TO AGREEMENT**
**SPECIAL CONDITIONS**

## ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the

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difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

1. **Contractor and Subcontractor Worker Background Screening**. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

2. **Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

3. **Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such

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information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

4. **Contractor Certification**. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

5. **Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts**. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

6. **Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

7. **Continuing Duty, Audit**. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

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# EXHIBIT E
# HOT WORK PERMIT

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: _____ Permit Expires (within 24 hrs.) Time: _____

| **PRECAUTIONS:** | **Yes** | **No** | **N/A** |
|---|---|---|---|
| Fire Sprinklers in service | _____ | _____ | _____ |
| Cutting/welding equipment in good repair | _____ | _____ | _____ |
| Fire Extinguisher on hand | _____ | _____ | _____ |
| **PRECAUTIONS WITHIN 35' OF WORK:** | | | |
| Floors free of combustibles | _____ | _____ | _____ |
| Combustible floors protected | _____ | _____ | _____ |
| Flammable liquids removed or protected | _____ | _____ | _____ |
| Explosive atmosphere in area eliminated | _____ | _____ | _____ |
| All walls and floors opening covered | _____ | _____ | _____ |
| Fire resistant coverings under work | _____ | _____ | _____ |
| **WORK ON WALLS, CEILINGS OR FLOORS:** | | | |
| Construction is non-combustible | _____ | _____ | _____ |
| Combustibles moved away from other side of the wall | _____ | _____ | _____ |
| **WORK ON ENCLOSED EQUIPMENT:** | | | |
| Enclosed equipment cleared of all combustibles | _____ | _____ | _____ |
| Containers purged of flammable/combustible liquids and gases | _____ | _____ | _____ |
| **FIRE WATCH:** | | | |
| Fire watch will be maintained during and for at least 30 minutes after completion | _____ | _____ | _____ |
| Fire watcher is trained in use of this equipment and in sounding alarm | _____ | _____ | _____ |
| Fire watcher is supplied with appropriate fire extinguisher | _____ | _____ | _____ |
| Fire watcher checks affected, adjacent rooms | _____ | _____ | _____ |

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

**External Contractor:** Project/Number: _____

Project Coordinator: _____

Contractor Company Name: _____

Contractor Employee Rep.: _____

**Approval**

Supervisor: _____

Signature: _____

Contact Number: _____

**Permit must be posted at jobsite**

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**EXHIBIT F**
**Hot Work Permit Procedure**

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

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# EXHIBIT G
# PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That, _____ (hereinafter called the Principal), as Principal, and _____ _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of ____ _____, _____, for **ROOFING REPAIRS AND MAINTENANCE, BF5-910-4893**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

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

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2025.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

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City Clerk Document No. _____

City Council Meeting Date: June 26, 2025

**CITY OF CHANDLER SERVICES AGREEMENT**
**ROOFING REPAIR AND REPAIR MAINTENANCE SERVICES**
**CITY OF CHANDLER AGREEMENT NO. BF5-910-4893**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Sprayfoam Southwest Inc. DBA Global Roofing Group, an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2025 (Effective Date).

## RECITALS

A. On or about March 7, 2025, the City issued a solicitation for roofing repair and repair maintenance services. Under the solicitation, the City proposes to enter into five (5) related agreements for roofing repair and repair maintenance services in various amounts for the prices set forth in each roofing repair and repair maintenance services agreement. Although the amount and type of roofing repair and repair maintenance services purchased by the City may vary, the total sum for all five (5) roofing repair and repair maintenance services agreements must not exceed $1,485,000.

B. City proposes to purchase roofing repair and repair maintenance services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

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

## AGREEMENT

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

### SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
**Agreement** means the legal agreement executed between the City and the Contractor

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**City** means the City of Chandler, Arizona
**Contractor** means the individual, partnership, or corporation named in the Agreement
**Days** means calendar days
**May, Should** means something that is not mandatory but permissible
**Shall, Will, Must** means a mandatory requirement

**SECTION II: CONTRACTOR'S SERVICES**

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

**SECTION III: PERIOD OF SERVICE**

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

The term of the Agreement is one year, and begins on June 27, 2025 and ends on June 26, 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 (4) additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

**SECTION lV: PAYMENT OF COMPENSATION AND FEES**

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

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

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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 goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by

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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 purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This

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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 lndemnitee from and against any and all Claims, except those arising solely from lndemnitee'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 lndemnitee 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: | Saranna Davidson | Name: | Doug Yearout |
| Title: | Procurement Officer | Title: | Regional Service Manager |
| Address: | 175 South Arizona Ave.<br>Chandler, AZ 85225 | Address: | 2401 E Magnolia St.<br>Phoenix, AZ 85034 |
| Phone: | 480 782-2406 | Phone: | 480 479-3647 |
| Email: | saranna.davidson@chandleraz.gov | Email: | nathan.lopez@global.inc. |

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

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

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

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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. Contractor 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. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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

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

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

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

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

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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

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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.

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

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

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

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements

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# Exhibit D - Special Conditions

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

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

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

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

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

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

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

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the

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materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

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

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

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

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

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

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

**FOR THE CITY**

By: _____

Its: _____
Mayor

**APPROVED AS TO FORM:**

By: _____
City Attorney

**ATTEST:**

By: _____
City Clerk

**FOR THE CONTRACTOR**

By: Doug Yearout

Its: Regional Service Manager

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**EXHIBIT A TO AGREEMENT**
**SCOPE OF WORK**

## 1. INTRODUCTION

1.1. The City of Chandler desires to contract for Roofing Repair and Maintenance services. Contractor will provide minor repairs and maintenance but may also provide complete roof replacements as needed. Roofing systems may include but are not limited to overlay, rubber, built up roofing, 2 ply, 3 ply, shingle and asphalt. This service shall be provided, on an 'as needed' basis, for a period of one (1) year, with options as outlined in the "TERM" section of this solicitation.

1.2. The Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Offeror. The Offeror is also encouraged to carefully review their final submittal documents, as the Evaluation Committee is not required to make interpretations or correct detected errors in calculations.

1.3. Offeror shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

1.4. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

## 2. GENERAL VENDOR QUALIFICATIONS

2.1. 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.

2.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal 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.

2.3. 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.

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## 3. EXPERTISE, KNOWLEDGE AND TRAINING

3.1. The Contractor and Contractor Technicians shall maintain complete and up-to-date expertise, knowledge, and training (including all appropriate professional and technical certifications) for the professional performance of any and all required or recommended manufacturer processes, procedures, and techniques for the repair of roofs and replacement of roofing systems.

3.2. Contractors and all Contractor Roofers performing repairs or installation for the product intended to be used, or other products and systems shall have full, complete, and up-to-date manufacturer training and certification for these roofing techniques and systems.

3.3. Proof of training and certifications shall be made available upon request.

3.4. The Contractor shall consult with the City of Chandler as necessary and appropriate to clarify the scope of existing specifications, to discuss changes to specifications or procedures, and to otherwise inform, advise and consult.

3.5. Manufacturer recommended specifications and procedures as well as any changes to manufacturer recommended or required maintenance/repair procedures that occur during the term of this contract shall automatically become part of this contract and will not result in additional cost to the City. Increased cost to the Contractor but may be addressed for consideration as part of annual contract renewal. Any such changes shall automatically become part of this contract and will not result in additional cost to the City or decreased cost to the Contractor at the time of their implementation, may be considered as part of annual contract renewal. The Contractor shall provide written notification to the City of Chandler within 5 working days of any changes to manufacturer's required or recommended preventive maintenance or repair procedures, regardless of whether the Contractor is working on a current roofing project.

3.6. All work shall be performed per the details, specifications, standards, and requirements of each manufacturer for each type of roof system scheduled for repair, replacement, or installation. All work shall be performed by a certified roofer so as not to void any existing roof manufacturer' warranty.

3.7. In addition to the manufacturer specifications, the 'City" may require additional specifications which will be submitted to the contractor at the time of the request for proposal.

## 4. ROOF PROJECT PRICE PROPOSALS

4.1. The City of Chandler may request the Contractor to provide a written Roofing Project Proposal (RPP). RPPs shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

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4.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide an RPP. The Contractor shall state the reason for declining to submit an RPP. The Contractor shall provide a written statement stating the reasons for declining to provide a RPP within 3 business days.

4.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

4.4. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

4.4.1. Project Address
4.4.2. Building Name
4.4.3. Project Description
4.4.4. Roofing system components to be repaired or replaced
4.4.5. Facility Maintenance (FM) measured project square footage
4.4.6. Manufacturer products and specification to be used on the project
4.4.7. Moisture testing requirement (if any)
4.4.8. Davis Bacon Wage requirements, if applicable
4.4.9. SBE/DBE subcontractor participation goals, if applicable

4.5. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete RPP.

4.6. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written RPP to the City of Chandler. The RPP shall be submitted either by mail, FAX, e-mail, or hand delivery.

4.7. The written RPP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

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4.8. A Roofing Price Proposal shall contain include the following information:

4.8.1. Address of Project Location
4.8.2. The City of Chandler square footage of roof surface
4.8.3. Contractor measured square footage of roof surface
4.8.4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
4.8.5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
4.8.6. Roofing system components to be repaired or replaced per manufacturer project specifications
4.8.7. Manufacturer products to be used
4.8.8. Volumes of materials to be used
4.8.9. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
4.8.10. Warranties by type of work and products
4.8.11. Specifications for any techniques or products outside of manufacturer specs
4.8.12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

4.9. The Contractor shall be required to verify all existing conditions, dimensions of repair work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

4.10. The Contractor shall rely on the manufacturer specifications when developing proposals. Manufacturer specifications shall be provided by the City of Chandler, or the Contractor shall obtain the specifications from the manufacturer. Manufacturer specifications shall be provided as an attachment to the proposal.

4.11. The City of Chandler shall review submitted written Roof Project Proposals and either accept, request revisions, or decline the RPP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the RPP.

4.12. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

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## 5. ROOF PROJECT WARRANTY REQUIREMENTS

5.1. The Contractor shall provide the following warranties:

5.1.1. Roof Systems: Minimum 20-year product warranty. All complete or partial roof installations shall be considered a complete system, including all penetrations, wall flashings, curbs, caps, drains, etc. There shall be no exclusions. Upon successful completion of the project, and after all post installation procedures have been completed, the Contractor shall furnish the City with all minimum manufacturer labor and materials combined option membrane guarantee. The guarantee shall be a term type, without deductibles or limitations on coverage amount. This guarantee shall not exclude random areas of ponding from coverage for the first ten years.

5.1.2. Roof Coating Warranty: 10 years

5.1.3. Contractor Workmanship: 5 years

## 6. PREVENTATIVE MAINTENANCE PROPOSALS

6.1. The City of Chandler may request the Contractor to provide a written Preventative Maintenance Proposal (PMP). PMP's shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

6.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide a PMP. The Contractor shall state the reason for declining to submit a PMP. The Contractor shall provide a written statement stating the reasons for declining to provide a PMP within 3 business days.

6.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

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6.4. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:
- 6.4.1. Project Address
- 6.4.2. Building Name
- 6.4.3. Project Description
- 6.4.4. Roofing system components to be maintained.
- 6.4.5. Facility Maintenance (FM) measured project square footage
- 6.4.6. Moisture testing requirement (if any)
- 6.4.7. Davis Bacon Wage requirements, if applicable
- 6.4.8. SBE/DBE subcontractor participation goals, if applicable

6.5. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete PMP.

6.6. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written PMP to the City of Chandler. The PMP shall be submitted either by mail, FAX, e-mail, or hand delivery.

6.7. The written PMP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

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6.8. A Preventative Maintenance Proposal shall contain include the following information:
- 6.8.1. Address of Project Location
- 6.8.2. The City of Chandler square footage of roof surface
- 6.8.3. Contractor measured square footage of roof surface
- 6.8.4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
- 6.8.5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
- 6.8.6. Roofing system components to be maintained per manufacturer recommendations. (Type of roofing system)
- 6.8.7. Age of the roofing system.
- 6.8.8. Assessed current condition.
- 6.8.9. Proposed frequency of preventative maintenance.
- 6.8.10. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
- 6.8.11. Specifications for any techniques or products used during the preventative maintenance process. (Manufacturers recommendations)
- 6.8.12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

6.9. The Contractor shall be required to verify all existing conditions, dimensions of work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

6.10. The Contractor shall rely on the manufacturer specifications/recommendations when developing proposals. The Contractor shall obtain the specifications/recommendations from the manufacturer. Manufacturer specifications/recommendations shall be provided as an attachment to the proposal.

6.11. The City of Chandler shall review submitted written Preventative Maintenance Proposals and either accept, request revisions, or decline the PMP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the PMP.

6.12. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

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## 7. EMERGENCY ROOF REPAIRS

7.1. The City of Chandler shall notify the Contractor by telephone call to request emergency roofing repair services during after hours, weekends or holidays. Telephone calls shall be made by the City of Chandler to the designated telephone number(s). The Contractor and the City of Chandler shall discuss a response time for the emergency repairs, when the Contractor shall arrive on-site prepared to perform the work. The City of Chandler shall determine if the response time is adequate and shall so inform the Contractor.

7.2. The Contractor shall immediately inform the City of Chandler if the Contractor is unable to perform the emergency repair service and the reason for being unable to respond.

7.3. The Contractor shall arrive on-site to the emergency roof repair location fully prepared and equipped to assess the scope of the required repair within 2 hours of telephone notification by the City. The time of the notification shall be as documented by the City and the time of notification shall be provided by the City representative at the time the service call is made by the City. The City of Chandler shall meet the Contractor at the site.

7.4. After completing an assessment of scope of the required roof repair, the Contractor shall immediately notify the City of Chandler of the nature of the required repairs and provide an estimate of the time and cost required to repair the roof. As directed by the City of Chandler, repairs may involve complete minor repairs or temporary repairs pending more complete work at another time.

7.5. Upon authorization received from the City of Chandler, the Contractor shall immediately commence and complete the emergency repair of the roof to the full satisfaction of the City of Chandler.

7.6. At the conclusion of roof repair work, the Contractor shall immediately complete and present to the City of Chandler, a written Roof Repair Service report that identifies the repairs or replacements made, products used, parts repaired or replaced, and suggestions or recommendations for further work.

## 8. PERFORMING ROOF PROJECTS AND REPAIRS

8.1. During any roofing project, in addition to any other requirement in this contract the Contractor shall:

8.1.1. Arrive on site fully prepared and equipped with all materials and equipment necessary to commence immediately and perform the roofing project.

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8.1.2. Perform all roof projects in full compliance with specific Roof Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

8.1.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

8.1.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas of roof construction. Continue the fire watch for 30 minutes after roofing material application has been suspended for the day.

8.1.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

8.1.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

8.1.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

8.1.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

8.1.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the FM representative, and not unreasonably encumber the premises with materials or equipment.

8.1.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Roofers any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired and/or re-roofed shall be required to be done when the building is not occupied. The site coordinator will have the final approval of date and time of all outages.

8.1.11. Secure all materials and equipment on the site and ensure that no materials or equipment are "point-load" on the roof. Materials shall be set on the roof using insulation pads and/or plywood skids, so as not to puncture or deflect roof.

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8.1.12. Schedule site visits from manufacturers to approve roof decking and substrate prior to installing roof, obtain from the roofing materials manufacturer a written approval of decking and substrate, and provide to the City of Chandler a copy of the written approvals.

8.1.13. Not allow the application of roofing materials during precipitation or at times before or after anticipated precipitation to ensure that products are applied during manufacturer recommended weather conditions. The Contractor shall take adequate and appropriate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.

8.1.14. Not apply cold adhesive if low outside temperatures might interfere with the proper application of the cold adhesive products. Store cold adhesive products in a sufficiently warm manner immediately prior to use. Use a shop squeegee to assist in an even distribution of the adhesive (cut notches out of the rubber blade of the squeegee). Suspend application in situations where the adhesive cannot be kept at temperatures allowing for even distribution.

8.1.15. Protect newly applied roofing materials and adjacent surfaces from any staining or mechanical damage.

8.1.16. Prevent access by the public to materials, tools, and equipment.

8.1.17. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances, to include the use of a magnet around the entire roof and grounds around building to collect all nails and metal debris. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

8.1.18. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

8.1.19. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

8.1.20. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

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8.1.21. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

8.1.22. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

8.1.23. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

8.1.24. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

8.1.25. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

8.1.26. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

8.1.27. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City, however the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

## 9. CITY'S RESPONSIBILITIES

9.1. The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any roof projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

9.2. The City of Chandler designated representative(s) shall:

9.2.1. Serve as the primary City contact(s) for roof projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

9.2.2. Collaborate with the Contractor to develop roof project specifications

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9.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the roof project location/site on the specified date and time scheduled for commencement of project or repair.

9.2.4. Review, decline, or approve Roof Project proposals.

9.2.5. Develop and submit Notices to Proceed for all work.

9.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the roofing sites and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

9.2.7. Consult with the Contractor in advance and during the course of all roofing projects to ensure the work progresses and is completed to the full satisfaction of the City.

9.2.8. Consult with manufacturer representatives to verify proper product uses and application.

9.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

9.2.10. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

9.2.11. Review, approve, or decline to accept work at any phase of the roof project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

9.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

9.2.13. Review, approve, or decline to approve the roofing project or repair in whole or in part.

9.2.14. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

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## 10. EMPLOYEE REQUIREMENTS:

10.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

10.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with the FM, other City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must wear these identification badges at all times while on a City of Chandler job site.

10.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable

10.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

10.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

## 11. OTHER REQUIREMENTS:

11.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

11.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

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11.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

11.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

## 12. MONITORING CONTRACTOR PERFORMANCE

12.1. The Contractor shall fully and at all times cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

12.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

12.2.1. On-Site Monitoring: Conduct visual on-site work performance during all roofing projects, through the use of observation, discussion, and technical consultation.

12.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

12.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

12.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

12.3. The City of Chandler will attempt to resolve any contractual issues at the lowest possible level using the following steps to document and correct performance issues. These steps will be preliminary and in addition to any other standard contractual remedies.

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12.3.1. Informal Discussion: The City of Chandler shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

12.3.2. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

12.3.3. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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# EXHIBIT B TO AGREEMENT
# PRICING

| MODIFIED BITUMINOUS ROOF | | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak. | Per Sqft | $500.00 |
| 2 | Install new vent thru roof. | Per Roof Vent | $225.00 |
| 3 | Replace damaged plywood decking based on ½" CDX, minimum 16 square feet. Replace damaged rigid board roof insulation based on 1" thick, minimum 16 square feet. | Per Sqft | $8.70 |
| 4 | Replace standard roof edge flashing (4-inch edge with 4-inch flange). Flashing shall be 22 gage-galvanized sheet metal minimum length 10 foot. | Per Linear Foot | $9.80 |
| 5 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor. | Per Support | $216.20 |

| SINGLE PLY-ROOF | | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak. Standard service call, two hours maximum. | Per Sqft | $500.00 |
| 2 | Install new vent thru roof. | Per Roof Vent | $225.00 |
| 3 | Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet. | Per Sqft | $8.70 |
| 4 | Replace damaged metal decking. Standard "B" deck, minimum 24 square feet. | Per Sqft | $25.60 |
| 5 | Replace damaged rigid board roof insulation. Based on 1" thick. | Per Sqft | $16.50 |
| 6 | Replace standard roof edge flashing (4-inch edge with 4-inch flange) Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet. | Per Linear Foot | $2.50 |
| 7 | Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet. | Per Linear Foot | $9.80 |
| 8 | Install new single ply roof wrap / flashing with single ply flange at roof penetrations for electrical conduits, utility piping and steel equipment supports. Flashings shall be per single ply roof manufacturer's recommendation. | Per Pocket | $225.00 |
| 9 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor. | Per Support | $216.20 |

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| | STANDING SEAM METAL ROOF | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak - include base felt and resetting of metal roof panels. Standard service call, two hours maximum. | Per Sqft | $7.50 |
| 2 | Install new vent thru roof. | Per Roof Vent | $286.00 |
| 3 | Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet. | Per Sqft | $12.70 |
| 4 | Replace damaged metal decking. Standard "B" deck, minimum 24 square feet. | Per Sqft | $32.40 |
| 5 | Replace damaged rigid board roof insulation. Based on 1" thick minimum 16 square feet. | Per Sqft | $18.50 |
| 6 | Replace standard roof edge flashing (4-inch edge with 4-inch flange). Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet. | Per Linear Foot | $3.25 |
| 7 | Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet. | Per Linear Foot | $9.80 |
| 8 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor | Per Support | $216.20 |

| | SHINGLED ROOF | Units | Price |
|---|---|---|---|
| 1 | Remove old shingles down to wood deck. | Per Sqft | $1.25 |
| 2 | Replace damaged plywood decking based on 1/2-inch CDX minimum 16 square feet. | Per Sqft | $12.70 |
| 3 | Replace standard roof edging 4 x 4" 22 gauge minimum 10 linear feet. | Per Sqft | $3.25 |
| 4 | Install new# 15 felt paper and minimum 30-year shingles. | Per Sqft | $6.00 |

| | MOISTURE TESTING | Units | Price |
|---|---|---|---|
| 1 | Conduct moisture testing | | $1,250.00 |

| | GENERAL PRICING AND MATERIALS | Units | Price |
|---|---|---|---|
| 1 | Hourly Rate - Normal hours* | Per Hour | $99.00 |
| 2 | Hourly Rate - After normal hours | Per Hour | $225.00 |
| 3 | Hourly Rate - Weekend | Per Hour | $225.00 |
| 4 | Hourly Rate - Holidays | Per Hour | $350.00 |
| 5 | Hourly Rate - Emergency response - (respond within two hours of notification) | Per Hour | $175.00 |
| 6 | Materials mark-up percentage (Actual Cost Plus%) | Percentage | 15% |
| 7 | Minimum Call Out Charge | Each | $500.00 |
| | **TOTAL FOR ALL LINE ITEMS** | | $5,622.55 |

*Normal hours are considered any 8-hour period between the hours of 6am and 5pm Monday through Friday.

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**EXHIBIT C TO AGREEMENT**
**INSURANCE**

General.

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

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

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

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insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

D. *Professional Liability*. If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

E. *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

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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.

<u>Additional Policy Provisions Required</u>.

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.

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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:

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

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

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**EXHIBIT D TO AGREEMENT**
**SPECIAL CONDITIONS**

**ACCESS TO SECURED FACILITIES**

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the

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difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

1. **Contractor and Subcontractor Worker Background Screening**. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

2. **Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

3. **Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such

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information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

4. **Contractor Certification**. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

5. **Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts**. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

6. **Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

7. **Continuing Duty, Audit**. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

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# EXHIBIT E
# HOT WORK PERMIT

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: _____ Permit Expires (within 24 hrs.) Time: _____

| **PRECAUTIONS:** | **Yes** | **No** | **N/A** |
|---|---|---|---|
| Fire Sprinklers in service | _____ | _____ | _____ |
| Cutting/welding equipment in good repair | _____ | _____ | _____ |
| Fire Extinguisher on hand | _____ | _____ | _____ |
| **PRECAUTIONS WITHIN 35' OF WORK:** | | | |
| Floors free of combustibles | _____ | _____ | _____ |
| Combustible floors protected | _____ | _____ | _____ |
| Flammable liquids removed or protected | _____ | _____ | _____ |
| Explosive atmosphere in area eliminated | _____ | _____ | _____ |
| All walls and floors opening covered | _____ | _____ | _____ |
| Fire resistant coverings under work | _____ | _____ | _____ |
| **WORK ON WALLS, CEILINGS OR FLOORS:** | | | |
| Construction is non-combustible | _____ | _____ | _____ |
| Combustibles moved away from other side of the wall | _____ | _____ | _____ |
| **WORK ON ENCLOSED EQUIPMENT:** | | | |
| Enclosed equipment cleared of all combustibles | _____ | _____ | _____ |
| Containers purged of flammable/combustible liquids and gases | _____ | _____ | _____ |
| **FIRE WATCH:** | | | |
| Fire watch will be maintained during and for at least 30 minutes after completion | _____ | _____ | _____ |
| Fire watcher is trained in use of this equipment and in sounding alarm | _____ | _____ | _____ |
| Fire watcher is supplied with appropriate fire extinguisher | _____ | _____ | _____ |
| Fire watcher checks affected, adjacent rooms | _____ | _____ | _____ |

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

**External Contractor:** Project/Number: _____

Project Coordinator: _____

Contractor Company Name: _____

Contractor Employee Rep.: _____

**Approval**

Supervisor: _____

Signature: _____

Contact Number: _____

**Permit must be posted at jobsite**

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**EXHIBIT F**
**Hot Work Permit Procedure**

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

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# EXHIBIT G
# PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That, _____ (hereinafter called the Principal), as Principal, and _____ _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of ____ _____, _____, for **ROOFING REPAIRS AND MAINTENANCE, BF5-910-4893**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

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

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2025.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

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City Clerk Document No. _____

City Council Meeting Date: June 26, 2025

**CITY OF CHANDLER SERVICES AGREEMENT**
**ROOFING REPAIR AND REPAIR MAINTENANCE SERVICES**
**CITY OF CHANDLER AGREEMENT NO. BF5-910-4893**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and National Waterproofing & Roofing LLC, a limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2025 (Effective Date).

## RECITALS

A. On or about March 7, 2025, the City issued a solicitation for roofing repair and repair maintenance services. Under the solicitation, the City proposes to enter into five (5) related agreements for roofing repair and repair maintenance services in various amounts for the prices set forth in each roofing repair and repair maintenance services agreement. Although the amount and type of roofing repair and repair maintenance services purchased by the City may vary, the total sum for all five (5) roofing repair and repair maintenance services agreements must not exceed $1,485,000.

B. City proposes to purchase roofing repair and repair maintenance services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

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

## AGREEMENT

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

### SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
**Agreement** means the legal agreement executed between the City and the Contractor

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**City** means the City of Chandler, Arizona
**Contractor** means the individual, partnership, or corporation named in the Agreement
**Days** means calendar days
**May, Should** means something that is not mandatory but permissible
**Shall, Will, Must** means a mandatory requirement

**SECTION II: CONTRACTOR'S SERVICES**

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

**SECTION III: PERIOD OF SERVICE**

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

The term of the Agreement is one year, and begins on June 27, 2025 and ends on June 26, 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 (4) additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

**SECTION lV: PAYMENT OF COMPENSATION AND FEES**

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

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

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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 goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by

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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 purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This

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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 lndemnitee from and against any and all Claims, except those arising solely from lndemnitee'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 lndemnitee 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: | Saranna Davidson | Name: | Kirk Poteet |
| Title: | Procurement Officer | Title: | CEO |
| Address: | 175 South Arizona Ave.<br>Chandler, AZ 85225 | Address: | 2252 N. 23rd Dr.<br>Phoenix, AZ 85009 |
| Phone: | 480 782-2406 | Phone: | 888 253-6755 |
| Email: | saranna.davidson@chandleraz.gov | Email: | chip@nwrnational.com |

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the

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

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

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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. Contractor 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. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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

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

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

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

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

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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

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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.

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

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

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

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements

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# Exhibit D - Special Conditions

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

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

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

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

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

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

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

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the

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materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

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

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

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

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

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

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

**FOR THE CITY**

By: _____

Its: _____
Mayor

**APPROVED AS TO FORM:**

By: _____
City Attorney

**ATTEST:**

By: _____
City Clerk

**FOR THE CONTRACTOR**

By: _____

Its: CEO

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**EXHIBIT A TO AGREEMENT**
**SCOPE OF WORK**

## 1. INTRODUCTION

1.1. The City of Chandler desires to contract for Roofing Repair and Maintenance services. Contractor will provide minor repairs and maintenance but may also provide complete roof replacements as needed. Roofing systems may include but are not limited to overlay, rubber, built up roofing, 2 ply, 3 ply, shingle and asphalt. This service shall be provided, on an 'as needed' basis, for a period of one (1) year, with options as outlined in the "TERM" section of this solicitation.

1.2. The Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Offeror. The Offeror is also encouraged to carefully review their final submittal documents, as the Evaluation Committee is not required to make interpretations or correct detected errors in calculations.

1.3. Offeror shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

1.4. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

## 2. GENERAL VENDOR QUALIFICATIONS

2.1. 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.

2.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal 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.

2.3. 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.

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## 3. EXPERTISE, KNOWLEDGE AND TRAINING

3.1. The Contractor and Contractor Technicians shall maintain complete and up-to-date expertise, knowledge, and training (including all appropriate professional and technical certifications) for the professional performance of any and all required or recommended manufacturer processes, procedures, and techniques for the repair of roofs and replacement of roofing systems.

3.2. Contractors and all Contractor Roofers performing repairs or installation for the product intended to be used, or other products and systems shall have full, complete, and up-to-date manufacturer training and certification for these roofing techniques and systems.

3.3. Proof of training and certifications shall be made available upon request.

3.4. The Contractor shall consult with the City of Chandler as necessary and appropriate to clarify the scope of existing specifications, to discuss changes to specifications or procedures, and to otherwise inform, advise and consult.

3.5. Manufacturer recommended specifications and procedures as well as any changes to manufacturer recommended or required maintenance/repair procedures that occur during the term of this contract shall automatically become part of this contract and will not result in additional cost to the City. Increased cost to the Contractor but may be addressed for consideration as part of annual contract renewal. Any such changes shall automatically become part of this contract and will not result in additional cost to the City or decreased cost to the Contractor at the time of their implementation, may be considered as part of annual contract renewal. The Contractor shall provide written notification to the City of Chandler within 5 working days of any changes to manufacturer's required or recommended preventive maintenance or repair procedures, regardless of whether the Contractor is working on a current roofing project.

3.6. All work shall be performed per the details, specifications, standards, and requirements of each manufacturer for each type of roof system scheduled for repair, replacement, or installation. All work shall be performed by a certified roofer so as not to void any existing roof manufacturer' warranty.

3.7. In addition to the manufacturer specifications, the 'City" may require additional specifications which will be submitted to the contractor at the time of the request for proposal.

## 4. ROOF PROJECT PRICE PROPOSALS

4.1. The City of Chandler may request the Contractor to provide a written Roofing Project Proposal (RPP). RPPs shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

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4.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide an RPP. The Contractor shall state the reason for declining to submit an RPP. The Contractor shall provide a written statement stating the reasons for declining to provide a RPP within 3 business days.

4.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

4.4. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

4.4.1. Project Address
4.4.2. Building Name
4.4.3. Project Description
4.4.4. Roofing system components to be repaired or replaced
4.4.5. Facility Maintenance (FM) measured project square footage
4.4.6. Manufacturer products and specification to be used on the project
4.4.7. Moisture testing requirement (if any)
4.4.8. Davis Bacon Wage requirements, if applicable
4.4.9. SBE/DBE subcontractor participation goals, if applicable

4.5. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete RPP.

4.6. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written RPP to the City of Chandler. The RPP shall be submitted either by mail, FAX, e-mail, or hand delivery.

4.7. The written RPP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

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4.8. A Roofing Price Proposal shall contain include the following information:

4.8.1. Address of Project Location
4.8.2. The City of Chandler square footage of roof surface
4.8.3. Contractor measured square footage of roof surface
4.8.4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
4.8.5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
4.8.6. Roofing system components to be repaired or replaced per manufacturer project specifications
4.8.7. Manufacturer products to be used
4.8.8. Volumes of materials to be used
4.8.9. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
4.8.10. Warranties by type of work and products
4.8.11. Specifications for any techniques or products outside of manufacturer specs
4.8.12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

4.9. The Contractor shall be required to verify all existing conditions, dimensions of repair work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

4.10. The Contractor shall rely on the manufacturer specifications when developing proposals. Manufacturer specifications shall be provided by the City of Chandler, or the Contractor shall obtain the specifications from the manufacturer. Manufacturer specifications shall be provided as an attachment to the proposal.

4.11. The City of Chandler shall review submitted written Roof Project Proposals and either accept, request revisions, or decline the RPP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the RPP.

4.12. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

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## 5. ROOF PROJECT WARRANTY REQUIREMENTS

5.1. The Contractor shall provide the following warranties:

5.1.1. Roof Systems: Minimum 20-year product warranty. All complete or partial roof installations shall be considered a complete system, including all penetrations, wall flashings, curbs, caps, drains, etc. There shall be no exclusions. Upon successful completion of the project, and after all post installation procedures have been completed, the Contractor shall furnish the City with all minimum manufacturer labor and materials combined option membrane guarantee. The guarantee shall be a term type, without deductibles or limitations on coverage amount. This guarantee shall not exclude random areas of ponding from coverage for the first ten years.

5.1.2. Roof Coating Warranty: 10 years

5.1.3. Contractor Workmanship: 5 years

## 6. PREVENTATIVE MAINTENANCE PROPOSALS

6.1. The City of Chandler may request the Contractor to provide a written Preventative Maintenance Proposal (PMP). PMP's shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

6.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide a PMP. The Contractor shall state the reason for declining to submit a PMP. The Contractor shall provide a written statement stating the reasons for declining to provide a PMP within 3 business days.

6.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

6.4. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

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6.4.1. Project Address
6.4.2. Building Name
6.4.3. Project Description
6.4.4. Roofing system components to be maintained.
6.4.5. Facility Maintenance (FM) measured project square footage
6.4.6. Moisture testing requirement (if any)
6.4.7. Davis Bacon Wage requirements, if applicable
6.4.8. SBE/DBE subcontractor participation goals, if applicable

6.5. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete PMP.

6.6. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written PMP to the City of Chandler. The PMP shall be submitted either by mail, FAX, e-mail, or hand delivery.

6.7. The written PMP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

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6.8. A Preventative Maintenance Proposal shall contain include the following information:
- 6.8.1. Address of Project Location
- 6.8.2. The City of Chandler square footage of roof surface
- 6.8.3. Contractor measured square footage of roof surface
- 6.8.4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
- 6.8.5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
- 6.8.6. Roofing system components to be maintained per manufacturer recommendations. (Type of roofing system)
- 6.8.7. Age of the roofing system.
- 6.8.8. Assessed current condition.
- 6.8.9. Proposed frequency of preventative maintenance.
- 6.8.10. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
- 6.8.11. Specifications for any techniques or products used during the preventative maintenance process. (Manufacturers recommendations)
- 6.8.12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

6.9. The Contractor shall be required to verify all existing conditions, dimensions of work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

6.10. The Contractor shall rely on the manufacturer specifications/recommendations when developing proposals. The Contractor shall obtain the specifications/recommendations from the manufacturer. Manufacturer specifications/recommendations shall be provided as an attachment to the proposal.

6.11. The City of Chandler shall review submitted written Preventative Maintenance Proposals and either accept, request revisions, or decline the PMP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the PMP.

6.12. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

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## 7. EMERGENCY ROOF REPAIRS

7.1. The City of Chandler shall notify the Contractor by telephone call to request emergency roofing repair services during after hours, weekends or holidays. Telephone calls shall be made by the City of Chandler to the designated telephone number(s). The Contractor and the City of Chandler shall discuss a response time for the emergency repairs, when the Contractor shall arrive on-site prepared to perform the work. The City of Chandler shall determine if the response time is adequate and shall so inform the Contractor.

7.2. The Contractor shall immediately inform the City of Chandler if the Contractor is unable to perform the emergency repair service and the reason for being unable to respond.

7.3. The Contractor shall arrive on-site to the emergency roof repair location fully prepared and equipped to assess the scope of the required repair within 2 hours of telephone notification by the City. The time of the notification shall be as documented by the City and the time of notification shall be provided by the City representative at the time the service call is made by the City. The City of Chandler shall meet the Contractor at the site.

7.4. After completing an assessment of scope of the required roof repair, the Contractor shall immediately notify the City of Chandler of the nature of the required repairs and provide an estimate of the time and cost required to repair the roof. As directed by the City of Chandler, repairs may involve complete minor repairs or temporary repairs pending more complete work at another time.

7.5. Upon authorization received from the City of Chandler, the Contractor shall immediately commence and complete the emergency repair of the roof to the full satisfaction of the City of Chandler.

7.6. At the conclusion of roof repair work, the Contractor shall immediately complete and present to the City of Chandler, a written Roof Repair Service report that identifies the repairs or replacements made, products used, parts repaired or replaced, and suggestions or recommendations for further work.

## 8. PERFORMING ROOF PROJECTS AND REPAIRS

8.1. During any roofing project, in addition to any other requirement in this contract the Contractor shall:

8.1.1. Arrive on site fully prepared and equipped with all materials and equipment necessary to commence immediately and perform the roofing project.

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8.1.2. Perform all roof projects in full compliance with specific Roof Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

8.1.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

8.1.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas of roof construction. Continue the fire watch for 30 minutes after roofing material application has been suspended for the day.

8.1.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

8.1.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

8.1.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

8.1.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

8.1.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the FM representative, and not unreasonably encumber the premises with materials or equipment.

8.1.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Roofers any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired and/or re-roofed shall be required to be done when the building is not occupied. The site coordinator will have the final approval of date and time of all outages.

8.1.11. Secure all materials and equipment on the site and ensure that no materials or equipment are "point-load" on the roof. Materials shall be set on the roof using insulation pads and/or plywood skids, so as not to puncture or deflect roof.

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8.1.12. Schedule site visits from manufacturers to approve roof decking and substrate prior to installing roof, obtain from the roofing materials manufacturer a written approval of decking and substrate, and provide to the City of Chandler a copy of the written approvals.

8.1.13. Not allow the application of roofing materials during precipitation or at times before or after anticipated precipitation to ensure that products are applied during manufacturer recommended weather conditions. The Contractor shall take adequate and appropriate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.

8.1.14. Not apply cold adhesive if low outside temperatures might interfere with the proper application of the cold adhesive products. Store cold adhesive products in a sufficiently warm manner immediately prior to use. Use a shop squeegee to assist in an even distribution of the adhesive (cut notches out of the rubber blade of the squeegee). Suspend application in situations where the adhesive cannot be kept at temperatures allowing for even distribution.

8.1.15. Protect newly applied roofing materials and adjacent surfaces from any staining or mechanical damage.

8.1.16. Prevent access by the public to materials, tools, and equipment.

8.1.17. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances, to include the use of a magnet around the entire roof and grounds around building to collect all nails and metal debris. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

8.1.18. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

8.1.19. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

8.1.20. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

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8.1.21. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

8.1.22. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

8.1.23. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

8.1.24. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

8.1.25. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

8.1.26. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

8.1.27. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City, however the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

## 9. CITY'S RESPONSIBILITIES

9.1. The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any roof projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

9.2. The City of Chandler designated representative(s) shall:

9.2.1. Serve as the primary City contact(s) for roof projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

9.2.2. Collaborate with the Contractor to develop roof project specifications

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9.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the roof project location/site on the specified date and time scheduled for commencement of project or repair.

9.2.4. Review, decline, or approve Roof Project proposals.

9.2.5. Develop and submit Notices to Proceed for all work.

9.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the roofing sites and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

9.2.7. Consult with the Contractor in advance and during the course of all roofing projects to ensure the work progresses and is completed to the full satisfaction of the City.

9.2.8. Consult with manufacturer representatives to verify proper product uses and application.

9.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

9.2.10. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

9.2.11. Review, approve, or decline to accept work at any phase of the roof project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

9.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

9.2.13. Review, approve, or decline to approve the roofing project or repair in whole or in part.

9.2.14. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

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## 10. EMPLOYEE REQUIREMENTS:

10.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

10.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with the FM, other City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must wear these identification badges at all times while on a City of Chandler job site.

10.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable

10.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

10.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

## 11. OTHER REQUIREMENTS:

11.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

11.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

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11.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

11.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

## 12. MONITORING CONTRACTOR PERFORMANCE

12.1. The Contractor shall fully and at all times cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

12.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

12.2.1. On-Site Monitoring: Conduct visual on-site work performance during all roofing projects, through the use of observation, discussion, and technical consultation.

12.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

12.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

12.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

12.3. The City of Chandler will attempt to resolve any contractual issues at the lowest possible level using the following steps to document and correct performance issues. These steps will be preliminary and in addition to any other standard contractual remedies.

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12.3.1. Informal Discussion: The City of Chandler shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

12.3.2. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

12.3.3. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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# EXHIBIT B TO AGREEMENT
# PRICING

| | MODIFIED BITUMINOUS ROOF | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak. | Per Sqft | $103.00 |
| 2 | Install new vent thru roof. | Per Roof Vent | $309.00 |
| 3 | Replace damaged plywood decking based on ½" CDX, minimum 16 square feet. Replace damaged rigid board roof insulation based on 1" thick, minimum 16 square feet. | Per Sqft | $19.31 |
| 4 | Replace standard roof edge flashing (4-inch edge with 4-inch flange). Flashing shall be 22 gage-galvanized sheet metal minimum length 10 foot. | Per Linear Foot | $10.30 |
| 5 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor. | Per Support | $154.50 |

| | SINGLE PLY-ROOF | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak. Standard service call, two hours maximum. | Per Sqft | $103.00 |
| 2 | Install new vent thru roof. | Per Roof Vent | $309.00 |
| 3 | Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet. | Per Sqft | $49.70 |
| 4 | Replace damaged metal decking. Standard "B" deck, minimum 24 square feet. | Per Sqft | $67.77 |
| 5 | Replace damaged rigid board roof insulation. Based on 1" thick. | Per Sqft | $29.87 |
| 6 | Replace standard roof edge flashing (4-inch edge with 4-inch flange) Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet. | Per Linear Foot | $8.24 |
| 7 | Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet. | Per Linear Foot | $10.30 |
| 8 | Install new single ply roof wrap / flashing with single ply flange at roof penetrations for electrical conduits, utility piping and steel equipment supports. Flashings shall be per single ply roof manufacturer's recommendation. | Per Pocket | $77.25 |

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| | | | |
|---|---|---|---|
| 9 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor. | Per Support | $154.50 |

| **STANDING SEAM METAL ROOF** | | **Units** | **Price** |
|---|---|---|---|
| 1 | Repair general roof leak - include base felt and resetting of metal roof panels. Standard service call, two hours maximum. | Per Sqft | $283.25 |
| 2 | Install new vent thru roof. | Per Roof Vent | $309.00 |
| 3 | Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet. | Per Sqft | $49.70 |
| 4 | Replace damaged metal decking. Standard "B" deck, minimum 24 square feet. | Per Sqft | $67.77 |
| 5 | Replace damaged rigid board roof insulation. Based on 1" thick minimum 16 square feet. | Per Sqft | $29.87 |
| 6 | Replace standard roof edge flashing (4-inch edge with 4-inch flange). Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet. | Per Linear Foot | $10.30 |
| 7 | Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet. | Per Linear Foot | $10.30 |
| 8 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor | Per Support | $154.50 |

| **SHINGLED ROOF** | | **Units** | **Price** |
|---|---|---|---|
| 1 | Remove old shingles down to wood deck. | Per Sqft | $2.06 |
| 2 | Replace damaged plywood decking based on 1/2-inch CDX minimum 16 square feet. | Per Sqft | $49.70 |
| 3 | Replace standard roof edging 4 x 4" 22 gauge minimum 10 linear feet. | Per Sqft | $8.24 |
| 4 | Install new# 15 felt paper and minimum 30-year shingles. | Per Sqft | $4.64 |

| **MOISTURE TESTING** | | **Units** | **Price** |
|---|---|---|---|
| 1 | Conduct moisture testing | | $412 |

| **GENERAL PRICING AND MATERIALS** | | **Units** | **Price** |
|---|---|---|---|
| 1 | Hourly Rate - Normal hours* | Per Hour | $57.00 |
| 2 | Hourly Rate - After normal hours | Per Hour | $57.00 |
| 3 | Hourly Rate - Weekend | Per Hour | $57.00 |

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| | | | |
|---|---|---|---|
| 4 | Hourly Rate - Holidays | Per Hour | $115.88 |
| 5 | Hourly Rate - Emergency response - (respond within two hours of notification) | Per Hour | $77.25 |
| 6 | Materials mark-up percentage (Actual Cost Plus%) | Percentage | 18% |
| 7 | Minimum Call Out Charge | Each | $154.50 |
| | **TOTAL FOR ALL LINE ITEMS** | | $518.63 |

*Normal hours are considered any 8-hour period between the hours of 6am and 5pm Monday through Friday.

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**EXHIBIT C TO AGREEMENT**
**INSURANCE**

General.

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

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

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

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insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

D. *Professional Liability*. If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

E. *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

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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.

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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:

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

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

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**EXHIBIT D TO AGREEMENT**
**SPECIAL CONDITIONS**

## ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the

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difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

1. **Contractor and Subcontractor Worker Background Screening**. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

2. **Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

3. **Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such

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information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

4. **Contractor Certification**. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

5. **Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts**. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

6. **Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

7. **Continuing Duty, Audit**. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

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# EXHIBIT E
# HOT WORK PERMIT

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: _____ Permit Expires (within 24 hrs.) Time: _____

| **PRECAUTIONS:** | **Yes** | **No** | **N/A** |
|---|---|---|---|
| Fire Sprinklers in service | _____ | _____ | _____ |
| Cutting/welding equipment in good repair | _____ | _____ | _____ |
| Fire Extinguisher on hand | _____ | _____ | _____ |
| **PRECAUTIONS WITHIN 35' OF WORK:** | | | |
| Floors free of combustibles | _____ | _____ | _____ |
| Combustible floors protected | _____ | _____ | _____ |
| Flammable liquids removed or protected | _____ | _____ | _____ |
| Explosive atmosphere in area eliminated | _____ | _____ | _____ |
| All walls and floors opening covered | _____ | _____ | _____ |
| Fire resistant coverings under work | _____ | _____ | _____ |
| **WORK ON WALLS, CEILINGS OR FLOORS:** | | | |
| Construction is non-combustible | _____ | _____ | _____ |
| Combustibles moved away from other side of the wall | _____ | _____ | _____ |
| **WORK ON ENCLOSED EQUIPMENT:** | | | |
| Enclosed equipment cleared of all combustibles | _____ | _____ | _____ |
| Containers purged of flammable/combustible liquids and gases | _____ | _____ | _____ |
| **FIRE WATCH:** | | | |
| Fire watch will be maintained during and for at least 30 minutes after completion | _____ | _____ | _____ |
| Fire watcher is trained in use of this equipment and in sounding alarm | _____ | _____ | _____ |
| Fire watcher is supplied with appropriate fire extinguisher | _____ | _____ | _____ |
| Fire watcher checks affected, adjacent rooms | _____ | _____ | _____ |

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

**External Contractor:** Project/Number: _____

Project Coordinator: _____

Contractor Company Name: _____

Contractor Employee Rep.: _____

**Approval**

Supervisor: _____

Signature: _____

Contact Number: _____

**Permit must be posted at jobsite**

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**EXHIBIT F**
**Hot Work Permit Procedure**

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

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# EXHIBIT G
# PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That, _____ (hereinafter called the Principal), as Principal, and _____ _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of ____ _____, _____, for **ROOFING REPAIRS AND MAINTENANCE, BF5-910-4893**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

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

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2025.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

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City Clerk Document No. _____

City Council Meeting Date: June 26, 2025

**CITY OF CHANDLER SERVICES AGREEMENT**
**ROOFING REPAIR AND REPAIR MAINTENANCE SERVICES**
**CITY OF CHANDLER AGREEMENT NO. BF5-910-4893**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Progressive Services, Inc. dba Progressive Roofing, an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2025 (Effective Date).

## RECITALS

A. On or about March 7, 2025, the City issued a solicitation for roofing repair and repair maintenance services. Under the solicitation, the City proposes to enter into five (5) related agreements for roofing repair and repair maintenance services in various amounts for the prices set forth in each roofing repair and repair maintenance services agreement. Although the amount and type of roofing repair and repair maintenance services purchased by the City may vary, the total sum for all five (5) roofing repair and repair maintenance services agreements must not exceed $1,485,000.

B. City proposes to purchase roofing repair and repair maintenance services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

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

## AGREEMENT

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

### SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
**Agreement** means the legal agreement executed between the City and the Contractor

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**City** means the City of Chandler, Arizona
**Contractor** means the individual, partnership, or corporation named in the Agreement
**Days** means calendar days
**May, Should** means something that is not mandatory but permissible
**Shall, Will, Must** means a mandatory requirement

**SECTION II: CONTRACTOR'S SERVICES**

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

**SECTION III: PERIOD OF SERVICE**

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

The term of the Agreement is one year, and begins on June 27, 2025 and ends on June 26, 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 (4) additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

**SECTION lV: PAYMENT OF COMPENSATION AND FEES**

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

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

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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 goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by

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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 purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This

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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 lndemnitee from and against any and all Claims, except those arising solely from lndemnitee'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 lndemnitee 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: | Saranna Davidson | Name: | Mark Farrell |
| Title: | Procurement Officer | Title: | President |
| Address: | 175 South Arizona Ave.<br>Chandler, AZ 85225 | Address: | 23 N. 35th Avenue<br>Phoenix, AZ 85009 |
| Phone: | 480 782-2406 | Phone: | 602 750-1026 |
| Email: | saranna.davidson@chandleraz.gov | Email: | mark.farrell@progressiveus.com |

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the

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

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

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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. Contractor 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. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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

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

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

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

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

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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

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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.

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

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

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

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

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

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

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

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

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

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

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

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5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

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

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

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

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

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

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

**FOR THE CITY**

By: _____

Its: _____
Mayor

**APPROVED AS TO FORM:**

By: _____
City Attorney

**ATTEST:**

By: _____
City Clerk

**FOR THE CONTRACTOR**

By: Mark Farrell

Its: president

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**EXHIBIT A TO AGREEMENT**
**SCOPE OF WORK**

## 1. INTRODUCTION

1.1. The City of Chandler desires to contract for Roofing Repair and Maintenance services. Contractor will provide minor repairs and maintenance but may also provide complete roof replacements as needed. Roofing systems may include but are not limited to overlay, rubber, built up roofing, 2 ply, 3 ply, shingle and asphalt. This service shall be provided, on an 'as needed' basis, for a period of one (1) year, with options as outlined in the "TERM" section of this solicitation.

1.2. The Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Offeror. The Offeror is also encouraged to carefully review their final submittal documents, as the Evaluation Committee is not required to make interpretations or correct detected errors in calculations.

1.3. Offeror shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

1.4. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

## 2. GENERAL VENDOR QUALIFICATIONS

2.1. 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.

2.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal 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.

2.3. 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.

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## 3. EXPERTISE, KNOWLEDGE AND TRAINING

3.1. The Contractor and Contractor Technicians shall maintain complete and up-to-date expertise, knowledge, and training (including all appropriate professional and technical certifications) for the professional performance of any and all required or recommended manufacturer processes, procedures, and techniques for the repair of roofs and replacement of roofing systems.

3.2. Contractors and all Contractor Roofers performing repairs or installation for the product intended to be used, or other products and systems shall have full, complete, and up-to-date manufacturer training and certification for these roofing techniques and systems.

3.3. Proof of training and certifications shall be made available upon request.

3.4. The Contractor shall consult with the City of Chandler as necessary and appropriate to clarify the scope of existing specifications, to discuss changes to specifications or procedures, and to otherwise inform, advise and consult.

3.5. Manufacturer recommended specifications and procedures as well as any changes to manufacturer recommended or required maintenance/repair procedures that occur during the term of this contract shall automatically become part of this contract and will not result in additional cost to the City. Increased cost to the Contractor but may be addressed for consideration as part of annual contract renewal. Any such changes shall automatically become part of this contract and will not result in additional cost to the City or decreased cost to the Contractor at the time of their implementation, may be considered as part of annual contract renewal. The Contractor shall provide written notification to the City of Chandler within 5 working days of any changes to manufacturer's required or recommended preventive maintenance or repair procedures, regardless of whether the Contractor is working on a current roofing project.

3.6. All work shall be performed per the details, specifications, standards, and requirements of each manufacturer for each type of roof system scheduled for repair, replacement, or installation. All work shall be performed by a certified roofer so as not to void any existing roof manufacturer' warranty.

3.7. In addition to the manufacturer specifications, the 'City" may require additional specifications which will be submitted to the contractor at the time of the request for proposal.

## 4. ROOF PROJECT PRICE PROPOSALS

4.1. The City of Chandler may request the Contractor to provide a written Roofing Project Proposal (RPP). RPPs shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

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4.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide an RPP. The Contractor shall state the reason for declining to submit an RPP. The Contractor shall provide a written statement stating the reasons for declining to provide a RPP within 3 business days.

4.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

4.4. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

4.4.1. Project Address
4.4.2. Building Name
4.4.3. Project Description
4.4.4. Roofing system components to be repaired or replaced
4.4.5. Facility Maintenance (FM) measured project square footage
4.4.6. Manufacturer products and specification to be used on the project
4.4.7. Moisture testing requirement (if any)
4.4.8. Davis Bacon Wage requirements, if applicable
4.4.9. SBE/DBE subcontractor participation goals, if applicable

4.5. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete RPP.

4.6. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written RPP to the City of Chandler. The RPP shall be submitted either by mail, FAX, e-mail, or hand delivery.

4.7. The written RPP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

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4.8. A Roofing Price Proposal shall contain include the following information:

4.8.1. Address of Project Location
4.8.2. The City of Chandler square footage of roof surface
4.8.3. Contractor measured square footage of roof surface
4.8.4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
4.8.5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
4.8.6. Roofing system components to be repaired or replaced per manufacturer project specifications
4.8.7. Manufacturer products to be used
4.8.8. Volumes of materials to be used
4.8.9. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
4.8.10. Warranties by type of work and products
4.8.11. Specifications for any techniques or products outside of manufacturer specs
4.8.12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

4.9. The Contractor shall be required to verify all existing conditions, dimensions of repair work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

4.10. The Contractor shall rely on the manufacturer specifications when developing proposals. Manufacturer specifications shall be provided by the City of Chandler, or the Contractor shall obtain the specifications from the manufacturer. Manufacturer specifications shall be provided as an attachment to the proposal.

4.11. The City of Chandler shall review submitted written Roof Project Proposals and either accept, request revisions, or decline the RPP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the RPP.

4.12. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

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## 5. ROOF PROJECT WARRANTY REQUIREMENTS

5.1. The Contractor shall provide the following warranties:

5.1.1. Roof Systems: Minimum 20-year product warranty. All complete or partial roof installations shall be considered a complete system, including all penetrations, wall flashings, curbs, caps, drains, etc. There shall be no exclusions. Upon successful completion of the project, and after all post installation procedures have been completed, the Contractor shall furnish the City with all minimum manufacturer labor and materials combined option membrane guarantee. The guarantee shall be a term type, without deductibles or limitations on coverage amount. This guarantee shall not exclude random areas of ponding from coverage for the first ten years.

5.1.2. Roof Coating Warranty: 10 years

5.1.3. Contractor Workmanship: 5 years

## 6. PREVENTATIVE MAINTENANCE PROPOSALS

6.1. The City of Chandler may request the Contractor to provide a written Preventative Maintenance Proposal (PMP). PMP's shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

6.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide a PMP. The Contractor shall state the reason for declining to submit a PMP. The Contractor shall provide a written statement stating the reasons for declining to provide a PMP within 3 business days.

6.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

6.4. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

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6.4.1. Project Address
6.4.2. Building Name
6.4.3. Project Description
6.4.4. Roofing system components to be maintained.
6.4.5. Facility Maintenance (FM) measured project square footage
6.4.6. Moisture testing requirement (if any)
6.4.7. Davis Bacon Wage requirements, if applicable
6.4.8. SBE/DBE subcontractor participation goals, if applicable

6.5. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete PMP.

6.6. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written PMP to the City of Chandler. The PMP shall be submitted either by mail, FAX, e-mail, or hand delivery.

6.7. The written PMP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

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6.8. A Preventative Maintenance Proposal shall contain include the following information:
- 6.8.1. Address of Project Location
- 6.8.2. The City of Chandler square footage of roof surface
- 6.8.3. Contractor measured square footage of roof surface
- 6.8.4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
- 6.8.5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
- 6.8.6. Roofing system components to be maintained per manufacturer recommendations. (Type of roofing system)
- 6.8.7. Age of the roofing system.
- 6.8.8. Assessed current condition.
- 6.8.9. Proposed frequency of preventative maintenance.
- 6.8.10. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
- 6.8.11. Specifications for any techniques or products used during the preventative maintenance process. (Manufacturers recommendations)
- 6.8.12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

6.9. The Contractor shall be required to verify all existing conditions, dimensions of work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

6.10. The Contractor shall rely on the manufacturer specifications/recommendations when developing proposals. The Contractor shall obtain the specifications/recommendations from the manufacturer. Manufacturer specifications/recommendations shall be provided as an attachment to the proposal.

6.11. The City of Chandler shall review submitted written Preventative Maintenance Proposals and either accept, request revisions, or decline the PMP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the PMP.

6.12. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

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## 7. EMERGENCY ROOF REPAIRS

7.1. The City of Chandler shall notify the Contractor by telephone call to request emergency roofing repair services during after hours, weekends or holidays. Telephone calls shall be made by the City of Chandler to the designated telephone number(s). The Contractor and the City of Chandler shall discuss a response time for the emergency repairs, when the Contractor shall arrive on-site prepared to perform the work. The City of Chandler shall determine if the response time is adequate and shall so inform the Contractor.

7.2. The Contractor shall immediately inform the City of Chandler if the Contractor is unable to perform the emergency repair service and the reason for being unable to respond.

7.3. The Contractor shall arrive on-site to the emergency roof repair location fully prepared and equipped to assess the scope of the required repair within 2 hours of telephone notification by the City. The time of the notification shall be as documented by the City and the time of notification shall be provided by the City representative at the time the service call is made by the City. The City of Chandler shall meet the Contractor at the site.

7.4. After completing an assessment of scope of the required roof repair, the Contractor shall immediately notify the City of Chandler of the nature of the required repairs and provide an estimate of the time and cost required to repair the roof. As directed by the City of Chandler, repairs may involve complete minor repairs or temporary repairs pending more complete work at another time.

7.5. Upon authorization received from the City of Chandler, the Contractor shall immediately commence and complete the emergency repair of the roof to the full satisfaction of the City of Chandler.

7.6. At the conclusion of roof repair work, the Contractor shall immediately complete and present to the City of Chandler, a written Roof Repair Service report that identifies the repairs or replacements made, products used, parts repaired or replaced, and suggestions or recommendations for further work.

## 8. PERFORMING ROOF PROJECTS AND REPAIRS

8.1. During any roofing project, in addition to any other requirement in this contract the Contractor shall:

8.1.1. Arrive on site fully prepared and equipped with all materials and equipment necessary to commence immediately and perform the roofing project.

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8.1.2. Perform all roof projects in full compliance with specific Roof Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

8.1.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

8.1.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas of roof construction. Continue the fire watch for 30 minutes after roofing material application has been suspended for the day.

8.1.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

8.1.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

8.1.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

8.1.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

8.1.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the FM representative, and not unreasonably encumber the premises with materials or equipment.

8.1.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Roofers any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired and/or re-roofed shall be required to be done when the building is not occupied. The site coordinator will have the final approval of date and time of all outages.

8.1.11. Secure all materials and equipment on the site and ensure that no materials or equipment are "point-load" on the roof. Materials shall be set on the roof using insulation pads and/or plywood skids, so as not to puncture or deflect roof.

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8.1.12. Schedule site visits from manufacturers to approve roof decking and substrate prior to installing roof, obtain from the roofing materials manufacturer a written approval of decking and substrate, and provide to the City of Chandler a copy of the written approvals.

8.1.13. Not allow the application of roofing materials during precipitation or at times before or after anticipated precipitation to ensure that products are applied during manufacturer recommended weather conditions. The Contractor shall take adequate and appropriate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.

8.1.14. Not apply cold adhesive if low outside temperatures might interfere with the proper application of the cold adhesive products. Store cold adhesive products in a sufficiently warm manner immediately prior to use. Use a shop squeegee to assist in an even distribution of the adhesive (cut notches out of the rubber blade of the squeegee). Suspend application in situations where the adhesive cannot be kept at temperatures allowing for even distribution.

8.1.15. Protect newly applied roofing materials and adjacent surfaces from any staining or mechanical damage.

8.1.16. Prevent access by the public to materials, tools, and equipment.

8.1.17. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances, to include the use of a magnet around the entire roof and grounds around building to collect all nails and metal debris. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

8.1.18. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

8.1.19. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

8.1.20. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

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8.1.21. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

8.1.22. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

8.1.23. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

8.1.24. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

8.1.25. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

8.1.26. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

8.1.27. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City, however the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

## 9. CITY'S RESPONSIBILITIES

9.1. The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any roof projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

9.2. The City of Chandler designated representative(s) shall:

9.2.1. Serve as the primary City contact(s) for roof projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

9.2.2. Collaborate with the Contractor to develop roof project specifications

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9.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the roof project location/site on the specified date and time scheduled for commencement of project or repair.

9.2.4. Review, decline, or approve Roof Project proposals.

9.2.5. Develop and submit Notices to Proceed for all work.

9.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the roofing sites and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

9.2.7. Consult with the Contractor in advance and during the course of all roofing projects to ensure the work progresses and is completed to the full satisfaction of the City.

9.2.8. Consult with manufacturer representatives to verify proper product uses and application.

9.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

9.2.10. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

9.2.11. Review, approve, or decline to accept work at any phase of the roof project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

9.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

9.2.13. Review, approve, or decline to approve the roofing project or repair in whole or in part.

9.2.14. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

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## 10. EMPLOYEE REQUIREMENTS:

10.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

10.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with the FM, other City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must wear these identification badges at all times while on a City of Chandler job site.

10.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable

10.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

10.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

## 11. OTHER REQUIREMENTS:

11.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

11.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

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11.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

11.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

## 12. MONITORING CONTRACTOR PERFORMANCE

12.1. The Contractor shall fully and at all times cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

12.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

12.2.1. On-Site Monitoring: Conduct visual on-site work performance during all roofing projects, through the use of observation, discussion, and technical consultation.

12.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

12.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

12.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

12.3. The City of Chandler will attempt to resolve any contractual issues at the lowest possible level using the following steps to document and correct performance issues. These steps will be preliminary and in addition to any other standard contractual remedies.

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12.3.1. Informal Discussion: The City of Chandler shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

12.3.2. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

12.3.3. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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# EXHIBIT B TO AGREEMENT
# PRICING

| MODIFIED BITUMINOUS ROOF | | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak. | Per Sqft | $15.00 |
| 2 | Install new vent thru roof. | Per Roof Vent | $200.00 |
| 3 | Replace damaged plywood decking based on ½" CDX, minimum 16 square feet. Replace damaged rigid board roof insulation based on 1" thick, minimum 16 square feet. | Per Sqft | $3.50 |
| 4 | Replace standard roof edge flashing (4-inch edge with 4-inch flange). Flashing shall be 22 gage-galvanized sheet metal minimum length 10 foot. | Per Linear Foot | $18.00 |
| 5 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor. | Per Support | $125.00 |

| SINGLE PLY-ROOF | | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak. Standard service call, two hours maximum. | Per Sqft | $15.00 |
| 2 | Install new vent thru roof. | Per Roof Vent | $250.00 |
| 3 | Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet. | Per Sqft | $4.00 |
| 4 | Replace damaged metal decking. Standard "B" deck, minimum 24 square feet. | Per Sqft | $15.00 |
| 5 | Replace damaged rigid board roof insulation. Based on 1" thick. | Per Sqft | $2.00 |
| 6 | Replace standard roof edge flashing (4-inch edge with 4-inch flange) Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet. | Per Linear Foot | $18.00 |
| 7 | Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet. | Per Linear Foot | $16.00 |
| 8 | Install new single ply roof wrap / flashing with single ply flange at roof penetrations for electrical conduits, utility piping and steel equipment supports. Flashings shall be per single ply roof manufacturer's recommendation. | Per Pocket | $250.00 |

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| | | | |
|---|---|---|---|
| 9 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor. | Per Support | $125.00 |

| STANDING SEAM METAL ROOF | | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak - include base felt and resetting of metal roof panels. Standard service call, two hours maximum. | Per Sqft | $15.00 |
| 2 | Install new vent thru roof. | Per Roof Vent | $250.00 |
| 3 | Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet. | Per Sqft | $4.00 |
| 4 | Replace damaged metal decking. Standard "B" deck, minimum 24 square feet. | Per Sqft | $12.00 |
| 5 | Replace damaged rigid board roof insulation. Based on 1" thick minimum 16 square feet. | Per Sqft | $2.00 |
| 6 | Replace standard roof edge flashing (4-inch edge with 4-inch flange). Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet. | Per Linear Foot | $18.00 |
| 7 | Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet. | Per Linear Foot | $16.00 |
| 8 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor | Per Support | $125.00 |

| SHINGLED ROOF | | Units | Price |
|---|---|---|---|
| 1 | Remove old shingles down to wood deck. | Per Sqft | $1.50 |
| 2 | Replace damaged plywood decking based on 1/2-inch CDX minimum 16 square feet. | Per Sqft | $4.00 |
| 3 | Replace standard roof edging 4 x 4" 22 gauge minimum 10 linear feet. | Per Sqft | $15.00 |
| 4 | Install new# 15 felt paper and minimum 30-year shingles. | Per Sqft | $5.00 |

| MOISTURE TESTING | | Units | Price |
|---|---|---|---|
| 1 | Conduct moisture testing | | $15.00 |

| GENERAL PRICING AND MATERIALS | | Units | Price |
|---|---|---|---|
| 1 | Hourly Rate - Normal hours* | Per Hour | $85.00 |
| 2 | Hourly Rate - After normal hours | Per Hour | $100.00 |
| 3 | Hourly Rate - Weekend | Per Hour | $100.00 |

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| | | | |
|---|---|---|---|
| 4 | Hourly Rate - Holidays | Per Hour | $100.00 |
| 5 | Hourly Rate - Emergency response - (respond within two hours of notification) | Per Hour | $100.00 |
| 6 | Materials mark-up percentage (Actual Cost Plus%) | Percentage | 15% |
| 7 | Minimum Call Out Charge | Each | $150.00 |
| | **TOTAL FOR ALL LINE ITEMS** | | $2,189.00 |

*Normal hours are considered any 8-hour period between the hours of 6am and 5pm Monday through Friday.

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**EXHIBIT C TO AGREEMENT**
**INSURANCE**

General.

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

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

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

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insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

D. *Professional Liability*. If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

E. *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

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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.

<u>Additional Policy Provisions Required</u>.

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.

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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:

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

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

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**EXHIBIT D TO AGREEMENT**
**SPECIAL CONDITIONS**

## ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the

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difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

1. **Contractor and Subcontractor Worker Background Screening**. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

2. **Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

3. **Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such

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information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

4. **Contractor Certification**. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

5. **Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts**. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

6. **Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

7. **Continuing Duty, Audit**. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

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# EXHIBIT E
# HOT WORK PERMIT

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: _____ Permit Expires (within 24 hrs.) Time: _____

| **PRECAUTIONS:** | **Yes** | **No** | **N/A** |
|---|---|---|---|
| Fire Sprinklers in service | _____ | _____ | _____ |
| Cutting/welding equipment in good repair | _____ | _____ | _____ |
| Fire Extinguisher on hand | _____ | _____ | _____ |
| **PRECAUTIONS WITHIN 35' OF WORK:** | | | |
| Floors free of combustibles | _____ | _____ | _____ |
| Combustible floors protected | _____ | _____ | _____ |
| Flammable liquids removed or protected | _____ | _____ | _____ |
| Explosive atmosphere in area eliminated | _____ | _____ | _____ |
| All walls and floors opening covered | _____ | _____ | _____ |
| Fire resistant coverings under work | _____ | _____ | _____ |
| **WORK ON WALLS, CEILINGS OR FLOORS:** | | | |
| Construction is non-combustible | _____ | _____ | _____ |
| Combustibles moved away from other side of the wall | _____ | _____ | _____ |
| **WORK ON ENCLOSED EQUIPMENT:** | | | |
| Enclosed equipment cleared of all combustibles | _____ | _____ | _____ |
| Containers purged of flammable/combustible liquids and gases | _____ | _____ | _____ |
| **FIRE WATCH:** | | | |
| Fire watch will be maintained during and for at least 30 minutes after completion | _____ | _____ | _____ |
| Fire watcher is trained in use of this equipment and in sounding alarm | _____ | _____ | _____ |
| Fire watcher is supplied with appropriate fire extinguisher | _____ | _____ | _____ |
| Fire watcher checks affected, adjacent rooms | _____ | _____ | _____ |

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

**External Contractor:** Project/Number: _____

Project Coordinator: _____

Contractor Company Name: _____

Contractor Employee Rep.: _____

**Approval**

Supervisor: _____

Signature: _____

Contact Number: _____

**Permit must be posted at jobsite**

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**EXHIBIT F**
**Hot Work Permit Procedure**

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

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# EXHIBIT G
# PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That, _____ (hereinafter called the Principal), as Principal, and _____ _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of ____ _____, _____, for **ROOFING REPAIRS AND MAINTENANCE, BF5-910-4893**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

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

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2025.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

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City Clerk Document No. _____

City Council Meeting Date: June 26, 2025

**CITY OF CHANDLER SERVICES AGREEMENT**
**ROOFING REPAIR AND REPAIR MAINTENANCE SERVICES**
**CITY OF CHANDLER AGREEMENT NO. BF5-910-4893**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Weatherproofing Technologies, Inc., an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2025 (Effective Date).

## RECITALS

A. On or about March 7, 2025, the City issued a solicitation for roofing repair and repair maintenance services. Under the solicitation, the City proposes to enter into five (5) related agreements for roofing repair and repair maintenance services in various amounts for the prices set forth in each roofing repair and repair maintenance services agreement. Although the amount and type of roofing repair and repair maintenance services purchased by the City may vary, the total sum for all five (5) roofing repair and repair maintenance services agreements must not exceed $1,485,000.

B. City proposes to purchase roofing repair and repair maintenance services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

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

## AGREEMENT

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

### SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
**Agreement** means the legal agreement executed between the City and the Contractor

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**City** means the City of Chandler, Arizona
**Contractor** means the individual, partnership, or corporation named in the Agreement
**Days** means calendar days
**May, Should** means something that is not mandatory but permissible
**Shall, Will, Must** means a mandatory requirement

**SECTION II: CONTRACTOR'S SERVICES**

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

**SECTION III: PERIOD OF SERVICE**

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

The term of the Agreement is one year, and begins on June 27, 2025 and ends on June 26, 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 (4) additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

**SECTION lV: PAYMENT OF COMPENSATION AND FEES**

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

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

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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 goods or services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing goods or services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of work, cost of goods, cost of performance, or Project schedule, the goods or services will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by

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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 purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This

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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 lndemnitee from and against any and all Claims, except those arising solely from lndemnitee'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 lndemnitee 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: | Saranna Davidson | Name: | James McDonald |
| Title: | Procurement Officer | Title: | |
| Address: | 175 South Arizona Ave.<br>Chandler, AZ 85225 | Address: | 3735 Green Rd.<br>Beachwood, OH 44122 |
| Phone: | 480 782-2406 | Phone: | 480 220-1164 |
| Email: | saranna.davidson@chandleraz.gov | Email: | contracts@tremco-inc.com |

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the

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

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

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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. Contractor 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. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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

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

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

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

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

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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

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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.

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

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

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

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

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

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

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

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

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

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

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

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5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

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

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

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

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

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

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

**FOR THE CITY**

By: _____

Its: _____
Mayor

**APPROVED AS TO FORM:**

By: _____
City Attorney

**ATTEST:**

By: _____
City Clerk

**FOR THE CONTRACTOR**

By: James McDonald/ss

Its: Exec. Vice President

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**EXHIBIT A TO AGREEMENT**
**SCOPE OF WORK**

## 1. INTRODUCTION

1.1. The City of Chandler desires to contract for Roofing Repair and Maintenance services. Contractor will provide minor repairs and maintenance but may also provide complete roof replacements as needed. Roofing systems may include but are not limited to overlay, rubber, built up roofing, 2 ply, 3 ply, shingle and asphalt. This service shall be provided, on an 'as needed' basis, for a period of one (1) year, with options as outlined in the "TERM" section of this solicitation.

1.2. The Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Offeror. The Offeror is also encouraged to carefully review their final submittal documents, as the Evaluation Committee is not required to make interpretations or correct detected errors in calculations.

1.3. Offeror shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

1.4. The City of Chandler intends to award to multiple contractors in order to meet the needs of the City and reserves the right to request bids from awarded contractors.

## 2. GENERAL VENDOR QUALIFICATIONS

2.1. 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.

2.2. The Offeror must hold a valid license issued by the State of Arizona Registrar of Contractors prior to submission of a proposal 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.

2.3. 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.

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## 3. EXPERTISE, KNOWLEDGE AND TRAINING

3.1. The Contractor and Contractor Technicians shall maintain complete and up-to-date expertise, knowledge, and training (including all appropriate professional and technical certifications) for the professional performance of any and all required or recommended manufacturer processes, procedures, and techniques for the repair of roofs and replacement of roofing systems.

3.2. Contractors and all Contractor Roofers performing repairs or installation for the product intended to be used, or other products and systems shall have full, complete, and up-to-date manufacturer training and certification for these roofing techniques and systems.

3.3. Proof of training and certifications shall be made available upon request.

3.4. The Contractor shall consult with the City of Chandler as necessary and appropriate to clarify the scope of existing specifications, to discuss changes to specifications or procedures, and to otherwise inform, advise and consult.

3.5. Manufacturer recommended specifications and procedures as well as any changes to manufacturer recommended or required maintenance/repair procedures that occur during the term of this contract shall automatically become part of this contract and will not result in additional cost to the City. Increased cost to the Contractor but may be addressed for consideration as part of annual contract renewal. Any such changes shall automatically become part of this contract and will not result in additional cost to the City or decreased cost to the Contractor at the time of their implementation, may be considered as part of annual contract renewal. The Contractor shall provide written notification to the City of Chandler within 5 working days of any changes to manufacturer's required or recommended preventive maintenance or repair procedures, regardless of whether the Contractor is working on a current roofing project.

3.6. All work shall be performed per the details, specifications, standards, and requirements of each manufacturer for each type of roof system scheduled for repair, replacement, or installation. All work shall be performed by a certified roofer so as not to void any existing roof manufacturer' warranty.

3.7. In addition to the manufacturer specifications, the 'City" may require additional specifications which will be submitted to the contractor at the time of the request for proposal.

## 4. ROOF PROJECT PRICE PROPOSALS

4.1. The City of Chandler may request the Contractor to provide a written Roofing Project Proposal (RPP). RPPs shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

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4.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide an RPP. The Contractor shall state the reason for declining to submit an RPP. The Contractor shall provide a written statement stating the reasons for declining to provide a RPP within 3 business days.

4.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

4.4. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

4.4.1. Project Address
4.4.2. Building Name
4.4.3. Project Description
4.4.4. Roofing system components to be repaired or replaced
4.4.5. Facility Maintenance (FM) measured project square footage
4.4.6. Manufacturer products and specification to be used on the project
4.4.7. Moisture testing requirement (if any)
4.4.8. Davis Bacon Wage requirements, if applicable
4.4.9. SBE/DBE subcontractor participation goals, if applicable

4.5. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete RPP.

4.6. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written RPP to the City of Chandler. The RPP shall be submitted either by mail, FAX, e-mail, or hand delivery.

4.7. The written RPP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

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4.8. A Roofing Price Proposal shall contain include the following information:

4.8.1. Address of Project Location
4.8.2. The City of Chandler square footage of roof surface
4.8.3. Contractor measured square footage of roof surface
4.8.4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
4.8.5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
4.8.6. Roofing system components to be repaired or replaced per manufacturer project specifications
4.8.7. Manufacturer products to be used
4.8.8. Volumes of materials to be used
4.8.9. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
4.8.10. Warranties by type of work and products
4.8.11. Specifications for any techniques or products outside of manufacturer specs
4.8.12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

4.9. The Contractor shall be required to verify all existing conditions, dimensions of repair work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

4.10. The Contractor shall rely on the manufacturer specifications when developing proposals. Manufacturer specifications shall be provided by the City of Chandler, or the Contractor shall obtain the specifications from the manufacturer. Manufacturer specifications shall be provided as an attachment to the proposal.

4.11. The City of Chandler shall review submitted written Roof Project Proposals and either accept, request revisions, or decline the RPP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the RPP.

4.12. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

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## 5. ROOF PROJECT WARRANTY REQUIREMENTS

5.1. The Contractor shall provide the following warranties:

5.1.1. Roof Systems: Minimum 20-year product warranty. All complete or partial roof installations shall be considered a complete system, including all penetrations, wall flashings, curbs, caps, drains, etc. There shall be no exclusions. Upon successful completion of the project, and after all post installation procedures have been completed, the Contractor shall furnish the City with all minimum manufacturer labor and materials combined option membrane guarantee. The guarantee shall be a term type, without deductibles or limitations on coverage amount. This guarantee shall not exclude random areas of ponding from coverage for the first ten years.

5.1.2. Roof Coating Warranty: 10 years

5.1.3. Contractor Workmanship: 5 years

## 6. PREVENTATIVE MAINTENANCE PROPOSALS

6.1. The City of Chandler may request the Contractor to provide a written Preventative Maintenance Proposal (PMP). PMP's shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

6.2. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide a PMP. The Contractor shall state the reason for declining to submit a PMP. The Contractor shall provide a written statement stating the reasons for declining to provide a PMP within 3 business days.

6.3. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

6.4. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

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6.4.1. Project Address
6.4.2. Building Name
6.4.3. Project Description
6.4.4. Roofing system components to be maintained.
6.4.5. Facility Maintenance (FM) measured project square footage
6.4.6. Moisture testing requirement (if any)
6.4.7. Davis Bacon Wage requirements, if applicable
6.4.8. SBE/DBE subcontractor participation goals, if applicable

6.5. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete PMP.

6.6. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written PMP to the City of Chandler. The PMP shall be submitted either by mail, FAX, e-mail, or hand delivery.

6.7. The written PMP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

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6.8. A Preventative Maintenance Proposal shall contain include the following information:
- 6.8.1. Address of Project Location
- 6.8.2. The City of Chandler square footage of roof surface
- 6.8.3. Contractor measured square footage of roof surface
- 6.8.4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
- 6.8.5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
- 6.8.6. Roofing system components to be maintained per manufacturer recommendations. (Type of roofing system)
- 6.8.7. Age of the roofing system.
- 6.8.8. Assessed current condition.
- 6.8.9. Proposed frequency of preventative maintenance.
- 6.8.10. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
- 6.8.11. Specifications for any techniques or products used during the preventative maintenance process. (Manufacturers recommendations)
- 6.8.12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

6.9. The Contractor shall be required to verify all existing conditions, dimensions of work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

6.10. The Contractor shall rely on the manufacturer specifications/recommendations when developing proposals. The Contractor shall obtain the specifications/recommendations from the manufacturer. Manufacturer specifications/recommendations shall be provided as an attachment to the proposal.

6.11. The City of Chandler shall review submitted written Preventative Maintenance Proposals and either accept, request revisions, or decline the PMP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the PMP.

6.12. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

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## 7. EMERGENCY ROOF REPAIRS

7.1. The City of Chandler shall notify the Contractor by telephone call to request emergency roofing repair services during after hours, weekends or holidays. Telephone calls shall be made by the City of Chandler to the designated telephone number(s). The Contractor and the City of Chandler shall discuss a response time for the emergency repairs, when the Contractor shall arrive on-site prepared to perform the work. The City of Chandler shall determine if the response time is adequate and shall so inform the Contractor.

7.2. The Contractor shall immediately inform the City of Chandler if the Contractor is unable to perform the emergency repair service and the reason for being unable to respond.

7.3. The Contractor shall arrive on-site to the emergency roof repair location fully prepared and equipped to assess the scope of the required repair within 2 hours of telephone notification by the City. The time of the notification shall be as documented by the City and the time of notification shall be provided by the City representative at the time the service call is made by the City. The City of Chandler shall meet the Contractor at the site.

7.4. After completing an assessment of scope of the required roof repair, the Contractor shall immediately notify the City of Chandler of the nature of the required repairs and provide an estimate of the time and cost required to repair the roof. As directed by the City of Chandler, repairs may involve complete minor repairs or temporary repairs pending more complete work at another time.

7.5. Upon authorization received from the City of Chandler, the Contractor shall immediately commence and complete the emergency repair of the roof to the full satisfaction of the City of Chandler.

7.6. At the conclusion of roof repair work, the Contractor shall immediately complete and present to the City of Chandler, a written Roof Repair Service report that identifies the repairs or replacements made, products used, parts repaired or replaced, and suggestions or recommendations for further work.

## 8. PERFORMING ROOF PROJECTS AND REPAIRS

8.1. During any roofing project, in addition to any other requirement in this contract the Contractor shall:

8.1.1. Arrive on site fully prepared and equipped with all materials and equipment necessary to commence immediately and perform the roofing project.

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8.1.2. Perform all roof projects in full compliance with specific Roof Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

8.1.3. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

8.1.4. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas of roof construction. Continue the fire watch for 30 minutes after roofing material application has been suspended for the day.

8.1.5. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

8.1.6. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

8.1.7. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

8.1.8. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

8.1.9. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the FM representative, and not unreasonably encumber the premises with materials or equipment.

8.1.10. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Roofers any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired and/or re-roofed shall be required to be done when the building is not occupied. The site coordinator will have the final approval of date and time of all outages.

8.1.11. Secure all materials and equipment on the site and ensure that no materials or equipment are "point-load" on the roof. Materials shall be set on the roof using insulation pads and/or plywood skids, so as not to puncture or deflect roof.

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8.1.12. Schedule site visits from manufacturers to approve roof decking and substrate prior to installing roof, obtain from the roofing materials manufacturer a written approval of decking and substrate, and provide to the City of Chandler a copy of the written approvals.

8.1.13. Not allow the application of roofing materials during precipitation or at times before or after anticipated precipitation to ensure that products are applied during manufacturer recommended weather conditions. The Contractor shall take adequate and appropriate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.

8.1.14. Not apply cold adhesive if low outside temperatures might interfere with the proper application of the cold adhesive products. Store cold adhesive products in a sufficiently warm manner immediately prior to use. Use a shop squeegee to assist in an even distribution of the adhesive (cut notches out of the rubber blade of the squeegee). Suspend application in situations where the adhesive cannot be kept at temperatures allowing for even distribution.

8.1.15. Protect newly applied roofing materials and adjacent surfaces from any staining or mechanical damage.

8.1.16. Prevent access by the public to materials, tools, and equipment.

8.1.17. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances, to include the use of a magnet around the entire roof and grounds around building to collect all nails and metal debris. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

8.1.18. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

8.1.19. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

8.1.20. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

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8.1.21. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

8.1.22. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

8.1.23. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

8.1.24. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

8.1.25. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

8.1.26. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

8.1.27. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City, however the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

## 9. CITY'S RESPONSIBILITIES

9.1. The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any roof projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

9.2. The City of Chandler designated representative(s) shall:

9.2.1. Serve as the primary City contact(s) for roof projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

9.2.2. Collaborate with the Contractor to develop roof project specifications

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9.2.3. Coordinate on-site pre-project proposals and meet with the Contractor at the roof project location/site on the specified date and time scheduled for commencement of project or repair.

9.2.4. Review, decline, or approve Roof Project proposals.

9.2.5. Develop and submit Notices to Proceed for all work.

9.2.6. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the roofing sites and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

9.2.7. Consult with the Contractor in advance and during the course of all roofing projects to ensure the work progresses and is completed to the full satisfaction of the City.

9.2.8. Consult with manufacturer representatives to verify proper product uses and application.

9.2.9. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

9.2.10. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed and approve or decline to approve any such recommendations or suggestions.

9.2.11. Review, approve, or decline to accept work at any phase of the roof project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

9.2.12. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

9.2.13. Review, approve, or decline to approve the roofing project or repair in whole or in part.

9.2.14. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

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## 10. EMPLOYEE REQUIREMENTS:

10.1. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

10.2. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with the FM, other City staff, and the public. The Contractor shall ensure that all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must wear these identification badges at all times while on a City of Chandler job site.

10.3. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable

10.4. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

10.5. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

## 11. OTHER REQUIREMENTS:

11.1. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

11.2. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

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11.3. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

11.4. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

## 12. MONITORING CONTRACTOR PERFORMANCE

12.1. The Contractor shall fully and at all times cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

12.2. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

12.2.1. On-Site Monitoring: Conduct visual on-site work performance during all roofing projects, through the use of observation, discussion, and technical consultation.

12.2.2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

12.2.3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

12.2.4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

12.3. The City of Chandler will attempt to resolve any contractual issues at the lowest possible level using the following steps to document and correct performance issues. These steps will be preliminary and in addition to any other standard contractual remedies.

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12.3.1. Informal Discussion: The City of Chandler shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

12.3.2. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

12.3.3. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

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# EXHIBIT B TO AGREEMENT
# PRICING

| | MODIFIED BITUMINOUS ROOF | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak. | Per Sqft | $22.75 |
| 2 | Install new vent thru roof. | Per Roof Vent | $499.00 |
| 3 | Replace damaged plywood decking based on ½" CDX, minimum 16 square feet. Replace damaged rigid board roof insulation based on 1" thick, minimum 16 square feet. | Per Sqft | $5.70 |
| 4 | Replace standard roof edge flashing (4-inch edge with 4-inch flange). Flashing shall be 22 gage-galvanized sheet metal minimum length 10 foot. | Per Linear Foot | $44.00 |
| 5 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor. | Per Support | $157.50 |

| | SINGLE PLY-ROOF | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak. Standard service call, two hours maximum. | Per Sqft | $23.00 |
| 2 | Install new vent thru roof. | Per Roof Vent | $604.00 |
| 3 | Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet. | Per Sqft | $5.68 |
| 4 | Replace damaged metal decking. Standard "B" deck, minimum 24 square feet. | Per Sqft | $23.00 |
| 5 | Replace damaged rigid board roof insulation. Based on 1" thick. | Per Sqft | $5.30 |
| 6 | Replace standard roof edge flashing (4-inch edge with 4-inch flange) Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet. | Per Linear Foot | $44.00 |
| 7 | Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet. | Per Linear Foot | $30.00 |
| 8 | Install new single ply roof wrap / flashing with single ply flange at roof penetrations for electrical conduits, utility piping and steel equipment supports. Flashings shall be per single ply roof manufacturer's recommendation. | Per Pocket | $613.00 |

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| | | | |
|---|---|---|---|
| 9 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor. | Per Support | $158.00 |

| STANDING SEAM METAL ROOF | | Units | Price |
|---|---|---|---|
| 1 | Repair general roof leak - include base felt and resetting of metal roof panels. Standard service call, two hours maximum. | Per Sqft | $26.50 |
| 2 | Install new vent thru roof. | Per Roof Vent | $499.00 |
| 3 | Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet. | Per Sqft | $5.69 |
| 4 | Replace damaged metal decking. Standard "B" deck, minimum 24 square feet. | Per Sqft | $21.00 |
| 5 | Replace damaged rigid board roof insulation. Based on 1" thick minimum 16 square feet. | Per Sqft | $5.70 |
| 6 | Replace standard roof edge flashing (4-inch edge with 4-inch flange). Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet. | Per Linear Foot | $44.00 |
| 7 | Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet. | Per Linear Foot | $30.00 |
| 8 | Install new Unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor | Per Support | $122.50 |

| SHINGLED ROOF | | Units | Price |
|---|---|---|---|
| 1 | Remove old shingles down to wood deck. | Per Sqft | $1.40 |
| 2 | Replace damaged plywood decking based on 1/2-inch CDX minimum 16 square feet. | Per Sqft | $5.25 |
| 3 | Replace standard roof edging 4 x 4" 22 gauge minimum 10 linear feet. | Per Sqft | $19.50 |
| 4 | Install new# 15 felt paper and minimum 30-year shingles. | Per Sqft | $7.50 |

| MOISTURE TESTING | | Units | Price |
|---|---|---|---|
| 1 | Conduct moisture testing | | $875.00 |

| GENERAL PRICING AND MATERIALS | | Units | Price |
|---|---|---|---|
| 1 | Hourly Rate - Normal hours* | Per Hour | $145.00 |
| 2 | Hourly Rate - After normal hours | Per Hour | $217.50 |
| 3 | Hourly Rate - Weekend | Per Hour | $217.50 |

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| | | | |
|---|---|---|---|
| 4 | Hourly Rate - Holidays | Per Hour | $290.00 |
| 5 | Hourly Rate - Emergency response - (respond within two hours of notification) | Per Hour | $290.00 |
| 6 | Materials mark-up percentage (Actual Cost Plus%) | Percentage | 30% |
| 7 | Minimum Call Out Charge | Each | $790.00 |
| | **TOTAL FOR ALL LINE ITEMS** | | $1950.00 |

*Normal hours are considered any 8-hour period between the hours of 6am and 5pm Monday through Friday.

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**EXHIBIT C TO AGREEMENT**
**INSURANCE**

General.

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

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

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

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insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

D. *Professional Liability*. If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

E. *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

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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.

<u>Additional Policy Provisions Required</u>.

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.

Docusign Envelope ID: 17F9FFC6-CAE2-4F39-8BB6-5C1C7237FA46

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:

Docusign Envelope ID: 17F9FFC6-CAE2-4F39-8BB6-5C1C7237FA46

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.

Docusign Envelope ID: 17F9FFC6-CAE2-4F39-8BB6-5C1C7237FA46

**EXHIBIT D TO AGREEMENT**
**SPECIAL CONDITIONS**

**ACCESS TO SECURED FACILITIES**

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the

Docusign Envelope ID: 17F9FFC6-CAE2-4F39-8BB6-5C1C7237FA46

difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

1. **Contractor and Subcontractor Worker Background Screening**. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

2. **Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

3. **Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such

Docusign Envelope ID: 17F9FFC6-CAE2-4F39-8BB6-5C1C7237FA46

information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

4. **Contractor Certification**. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

5. **Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts**. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

6. **Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

7. **Continuing Duty, Audit**. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

Docusign Envelope ID: 17F9FFC6-CAE2-4F39-8BB6-5C1C7237FA46

# EXHIBIT E
# HOT WORK PERMIT

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: _____ Permit Expires (within 24 hrs.) Time: _____

| **PRECAUTIONS:** | **Yes** | **No** | **N/A** |
|---|---|---|---|
| Fire Sprinklers in service | _____ | _____ | _____ |
| Cutting/welding equipment in good repair | _____ | _____ | _____ |
| Fire Extinguisher on hand | _____ | _____ | _____ |
| **PRECAUTIONS WITHIN 35' OF WORK:** | | | |
| Floors free of combustibles | _____ | _____ | _____ |
| Combustible floors protected | _____ | _____ | _____ |
| Flammable liquids removed or protected | _____ | _____ | _____ |
| Explosive atmosphere in area eliminated | _____ | _____ | _____ |
| All walls and floors opening covered | _____ | _____ | _____ |
| Fire resistant coverings under work | _____ | _____ | _____ |
| **WORK ON WALLS, CEILINGS OR FLOORS:** | | | |
| Construction is non-combustible | _____ | _____ | _____ |
| Combustibles moved away from other side of the wall | _____ | _____ | _____ |
| **WORK ON ENCLOSED EQUIPMENT:** | | | |
| Enclosed equipment cleared of all combustibles | _____ | _____ | _____ |
| Containers purged of flammable/combustible liquids and gases | _____ | _____ | _____ |
| **FIRE WATCH:** | | | |
| Fire watch will be maintained during and for at least 30 minutes after completion | _____ | _____ | _____ |
| Fire watcher is trained in use of this equipment and in sounding alarm | _____ | _____ | _____ |
| Fire watcher is supplied with appropriate fire extinguisher | _____ | _____ | _____ |
| Fire watcher checks affected, adjacent rooms | _____ | _____ | _____ |

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

**External Contractor:** Project/Number: _____

Project Coordinator: _____

Contractor Company Name: _____

Contractor Employee Rep.: _____

**Approval**

Supervisor: _____

Signature: _____

Contact Number: _____

**Permit must be posted at jobsite**

Docusign Envelope ID: 17F9FFC6-CAE2-4F39-8BB6-5C1C7237FA46

**EXHIBIT F**
**Hot Work Permit Procedure**

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see “confined space permit”)
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

Docusign Envelope ID: 17F9FFC6-CAE2-4F39-8BB6-5C1C7237FA46

# EXHIBIT G
# PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

**KNOW ALL MEN BY THESE PRESENTS:**

That, _____ (hereinafter called the Principal), as Principal, and _____ _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of ____ _____, _____, for **ROOFING REPAIRS AND MAINTENANCE, BF5-910-4893**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

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

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2025.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

CHANDLER arizona
Community of Innovation

**City Council Memorandum  Facilities and Fleet  Memo No. N/A**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
**From:** Mike Hollingsworth, Facility & Fleet Services Senior Manager
**Subject:** Agreement No. FS2-928-4310, Amendment No. 4, for Auto Body Repair Services

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**Proposed Motion:**

Move City Council approve Agreement No. FS2-928-4310, Amendment No. 4, with Allard Collision, LLC, for auto body repair services, for an amount not to exceed $250,000, for the period of July 1, 2025, through June 30, 2026.

**Background/Discussion:**

Body repair and painting services are important facets of automotive repair and maintenance. These services repair collision damage as well as maintain the safe operation and appearance of the City's fleet.  Modern vehicle bodies require advanced shop equipment, specialized fabrication, and technical skills due to the use of advanced materials and components.

**Evaluation:**

On June 21, 2021, City Council approved an agreement with Allard Collision, LLC, for auto body repair services, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year at the same terms, conditions, and pricing. This is the fourth and final extension of this agreement.

Staff recommends extension of this Agreement for the term of July 1, 2025, through June 30, 2026.

**Financial Implications:**

Funds for auto body repair services will come from Insured Liability Claims/Self-Insurance Fund.

## Fiscal Impact

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 737.1311.5414.0.0.0 | Insured Liability Self-Insurance | N/A | $250,000 | N |

## Attachments

Amendment 4 - Allard

Docusign Envelope ID: 565C78C1-42EB-4810-8BEA-A9A186A9A160

City Clerk Document No. A-2021-902

City Council Meeting Date: June 26, 2025

**CITY OF CHANDLER SERVICES AGREEMENT**
**AUTO BODY REPAIR SERVICE**
**CITY OF CHANDLER AGREEMENT NO. FS2-928-4310**

THIS AMENDMENT NO. 4 (Amendment No. 4) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Allard Collision, LLC, an Arizona S-Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

**RECITALS**

WHEREAS, the Parties entered into an agreement for Auto Body Repair Service (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2021, through June 30, 2022, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the fourth and final renewal option through this Amendment to extend the Agreement for July 1, 2025, through June 30, 2026.

**AGREEMENT**

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The Agreement is extended for a one-year period July 1, 2025, through June 30, 2026.

3. Section IV Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of Amendment 1. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed $250,000.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

Docusign Envelope ID: 565C78C1-42EB-4810-8BEA-A9A186A9A160

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

By: _____

Its: _____

**FOR THE CONTRACTOR**

By: John Allard

Its: Owner

**APPROVED AS TO FORM:**

By: _____

City Attorney JMB

**ATTEST:**

By: _____

City Clerk

CHANDLER arizona
Community of Innovation

**City Council Memorandum  Facilities and Fleet  Memo No. N/A**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
**From:** Mike Hollingsworth, Facility & Fleet Services Senior Manager
**Subject:** Agreement No. BF2-910-4417, Amendment No. 3, for Janitorial Services

## Proposed Motion:

Move City Council approve Agreement No. BF2-910-4417, Amendment No. 3, with Universal Building Maintenance, LLC, dba Allied Universal Services, for janitorial services, in an amount not to exceed $548,720.28, for the period of one year, beginning June 15, 2025, through June 14, 2026.

## Background/Discussion:

The Buildings and Facilities Division and Public Works & Utilities Department contract janitorial services for various buildings within their respective areas. The work performed under the contract will include daily floor care, restroom cleaning, trash removal, dusting and miscellaneous cleaning duties as detailed in the contract specifications. Buildings and facilities to be cleaned under this contract include Municipal Utilities Administration, Water Distribution, Water Treatment Plant, Water Quality Laboratory, Water Systems Maintenance, Meter Services, Wastewater Collection, Ocotillo Brine Reduction Facility, Airport and Ocotillo Water Reclamation Facilities, Solid Waste Services, City Hall, Chandler Boys and Girls Club, Community Center, Main Library, Senior Center, Tumbleweed Recreation Center, Airport Terminal, and the Public Housing Authority Family Investment Center.

## Evaluation:

On May 12, 2022, City Council approved an agreement with Allied Universal Janitorial Services, LLC, dba Allied Universal Janitorial Services, for janitorial services, for a one-year period, with the option of up to four one-year extensions. The contractor has agreed to extend for one additional year at the same terms and conditions. This contract represents the period from June 15, 2025, through June 14, 2026.

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**Fiscal Impact**

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 101.3200.5410 | General Fund | N/A | $451,620.28 | N |
| 625.3700.5410 | Solid Waste Operating | N/A | $4,750 | N |
| 625.3720.5410 | Solid Waste Operating | N/A | $4.750 | N |
| 605.3800.5410 | Water Operating | N/A | $8,000 | N |
| 605.3830.5410 | Water Operating | N/A | $14,000 | N |
| 605.3840.5410 | Water Operating | N/A | $7,800 | N |
| 605.3850.5410 | Water Operating | N/A | $5,000 | N |
| 605.3860.5410 | Water Operating | N/A | $5,000 | N |
| 605.3880.5410 | Water Operating | N/A | $7,800 | N |
| 615.3900.5410 | Wastewater Operating | N/A | $10,000 | N |
| 615.3960.5410 | Wastewater Operating | N/A | $14,000 | N |
| 615.3970.5219 | Wastewater Operating | N/A | $12,000 | N |
| 616.3930.5410 | WW Industrial Process Treatment | N/A | $4,000 | N |

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**Attachments**

4417 Amendment 3

Docusign Envelope ID: A2B8A346-6F5E-4147-8480-AFBE3E062AF4

City Clerk Document No. _____

City Council Meeting Date: June 26, 2025

**AMENDMENT TO CITY OF CHANDLER AGREEMENT**
**JANITORIAL SERVICES**
**CITY OF CHANDLER AGREEMENT NO. BF2-910-4417**

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2025 (Effective Date).

**RECITALS**

WHEREAS, the Parties entered into an agreement for janitorial services (Agreement); and

WHEREAS, the term of the Agreement was June 15, 2022 through June 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties extended the Agreement for a period of June 15, 2023 through June 14, 2024 through Amendment 1; and

WHEREAS, the Parties extended the Agreement for a period of June 15, 2024 through June 14, 2025 through Amendment 2; and

WHEREAS, the parties amended to update daily services tasks for the Solid Waste Services location only in accordance with Exhibit A to amendment No. 1. Contractor began updated daily services effective immediately; and

WHEREAS, the Parties extended the term of the Agreement for janitorial services in an amount not to exceed $548,720.28 for the extension term; and

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

Docusign Envelope ID: A2B8A346-6F5E-4147-8480-AFBE3E062AF4

## AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III is amended to read as follows: The Agreement is extended for a one-year period June 15, 2025 through June 14, 2026.

3. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 3 by this reference. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $548,720.28.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

**FOR THE CITY**

By: _____

Its: _____

**FOR THE CONTRACTOR**

By: Mark Olivas

Its: President

**APPROVED AS TO FORM:**

By: _____
City Attorney JMB

**ATTEST:**

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

**City Council Memorandum Facilities and Fleet Memo No. N/A**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
**From:** Mike Hollingsworth, Facility & Fleet Services Senior Manager
**Subject:** Purchase of HVAC System Coil, Air Handler, Duct, and Equipment Cleaning Services

## Proposed Motion:

Move City Council approve the purchase of HVAC system coil, air handler, duct, and equipment cleaning services, from KM Facility Services, utilizing the Maricopa County contract No. 220122-S, in an amount not to exceed $500,000.

## Background/Discussion:

This agreement provides specialized building maintenance services including, but not limited to, HVAC duct cleaning, HVAC coil cleaning, cooling tower cleaning, and evaporative cooler maintenance for City facilities.

## Evaluation:

Maricopa County competitively solicited and awarded a contract for HVAC system coil, air handler, duct, and equipment cleaning services. The City has an agreement with Maricopa County that allows for the cooperative use of its contracts. The term of Maricopa County's contract is valid through October 31, 2025, with renewal options to extend for two years through October 31, 2027.

## Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY 2025-26 budget.

## Fiscal Impact

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 401.3210.6210.6BF628 | General Govt Capital Projects | Existing City Building Renov/Repair | $500,000 | Y |

CHANDLER arizona
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**City Council Memorandum Facilities and Fleet Memo No. N/A**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
**From:** Mike Hollingsworth, Facility & Fleet Services Senior Manager
**Subject:** Purchase of Generator Maintenance Services

## Proposed Motion:

Move City Council approve the purchase of generator maintenance services, from W. W. Williams Company, Inc., utilizing the City of Goodyear Contract No. C-25-0540, in an amount not to exceed $160,000.

## Background/Discussion:

This agreement provides periodic maintenance, inspection, and load bank testing for city standby generators. The generators provide emergency power to various critical facilities to support continuous operation when electrical power is interrupted. These generators ensure critical public health and safety services are available to Chandler residents during unexpected power outages. The contractors ensure the generators perform at rated kilowatt capacity. The additional contingency funding covers any unforeseen repairs that may be necessary during the term of this agreement.

## Evaluation:

The City of Goodyear competitively solicited and awarded a contract for generator maintenance services. The city has an agreement with the City of Goodyear that allows for the cooperative use of its contracts. The term of the City of Goodyear contract is valid through March 31, 2026.

## Fiscal Impact

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 101.3200.5410 | General Fund | N/A | $160,000 | N |

CHANDLER arizona
Community of Innovation

**City Council Memorandum Facilities and Fleet Memo No. N/A**

| | |
|---|---|
| **Date:** | June 23, 2025 |
| **To:** | Mayor and Council |
| **Thru:** | Joshua H. Wright, City Manager<br>Dawn Lang, Deputy City Manager - CFO |
| **From:** | Mike Hollingsworth, Facility & Fleet Services Senior Manager |
| **Subject:** | Purchase of Access Controls and Security Equipment |

## Proposed Motion:

Move City Council approve the purchase of access controls and security equipment from APL Access & Security, Inc., utilizing the State of Arizona Contract No. CTR056377, in an amount not to exceed $850,000.

## Background/Discussion:

This contract will provide continued service by APL Access & Security, Inc., for the installation, repair, and maintenance of access controls and security equipment throughout the city. These services include, but are not limited to, software and hardware upgrades, security camera projects, door control projects, and alarm monitoring.

## Evaluation:

The State of Arizona competitively solicited and awarded a contract for access controls and security equipment. The city has an agreement with the State of Arizona allowing for the cooperative use of its contracts. Staff recommends the cooperative use of this contract. The term of the State of Arizona contract is valid through July 27, 2025, with an option to extend for one year.

## Fiscal Impact

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 401.3210.6210.0.6BF628 | General Govt Capital Projects | Existing City Building Renov/Repair | $850,000 | Y |

CHANDLER arizona
Community of Innovation

**City Council Memorandum Facilities and Fleet Memo No. N/A**

| | |
|---|---|
| **Date:** | June 23, 2025 |
| **To:** | Mayor and Council |
| **Thru:** | Joshua H. Wright, City Manager<br>Dawn Lang, Deputy City Manager - CFO |
| **From:** | Mike Hollingsworth, Facility & Fleet Services Senior Manager |
| **Subject:** | Purchase of Tires |

## Proposed Motion:

Move City Council approve the purchase of tires, utilizing the State of Arizona Contracts No. CTR072014 with Goodyear Tire and Rubber Company, CTR072352 with Bridgestone Americas, Inc., and CTR073298 with Michelin North America, Inc., in an amount not to exceed $250,000.

## Background/Discussion:

The Fleet Services Division and the Fire Department have an ongoing requirement to provide tires for city vehicles when replacement is needed. This request is to authorize funds for replacement tires for city-owned equipment and vehicles.

## Evaluation:

The recommended contracts have been competitively solicited and awarded by the State of Arizona. The city has a current agreement with the State of Arizona allowing for the cooperative use of their contracts.

Staff recommends the use of multiple cooperatives for tires to allow evaluation of the products and suppliers, compare prices between manufacturers, and select the best tire for each application. In addition, the tires are sold through multiple dealers, including local dealers. Based on product purchase history, staff anticipates utilizing a local dealer for a significant portion of the requirement.

## Financial Implications:

Tires purchased totaling $205,000 will be charged to the General Fund, Fleet Non-Inventory Parts Account (101.0000.1508) initially, then to the end-user department's applicable vehicle maintenance account at the time of installation. The remaining $45,000 will be charged directly to the Fire Department.

**Fiscal Impact**

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 101.2260.5338.0.0.0 | General | N/A | $45,000 | N |
| 101.various.5338.0.0.0 | Various | N/A | $205,000 | N |

CHANDLER arizona
Community of Innovation

**City Council Memorandum Fire Memo No.**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggins, Fire Chief
**From:** Haley Bartosik, Senior Management Analyst
**Subject:** Resolution No. 5912 Authorizing an Intergovernmental Agreement with the City of Phoenix for Firefighter Health Services and Approving an Appropriation for Firefighter Physical Examinations for Fiscal Year (FY) 2025-26

## Proposed Motion:

Move City Council pass and adopt Resolution No. 5912 authorizing an intergovernmental agreement (IGA) between the City of Chandler and the City of Phoenix for the provision of firefighter health services and approving the appropriation for Firefighter Physical Examinations for FY 2025-26 in accordance with the IGA in the amount of $200,000.

## Background/Discussion:

In 2002, the City of Chandler entered into an IGA with the City of Phoenix for the provision of annual firefighter medical examinations for sworn personnel, as required by federal, state, and national fire service regulations. Since that time, the Phoenix Fire Department Health Center has been the provider of annual and new hire physicals for all Chandler firefighters. The IGA was last executed in 2020, and Resolution No. 5912 updates the IGA Services Menu with new pricing. This agreement extends services with the City of Phoenix for five years.

## Financial Implications:

The financial implication for the City of Chandler is based on the number of sworn personnel in the Department at approximately $200,000 per year. Funds are appropriated in the Fire Operating Budget, Line Item 101.2210.5211.

## Attachments

Resolution No. 5912

IGA Chandler Firefighter Health Services

**RESOLUTION NO. 5912**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIREFIGHTER HEALTH SERVICES.

WHEREAS, the Phoenix Fire Department has entered into an agreement with a medical/occupational and wellness health services vendor to furnish services and operate the Phoenix Fire Department Health Center (the "Health Center"); and

WHEREAS, the City of Chandler desires to utilize the firefighter health services offered at the Health Center, including, but not limited to, annual firefighter physical examinations in order to comply with federal and state law and/or national fire services standards or other policies and regulations; and

WHEREAS, the cities of Phoenix and Chandler wish to cooperate for the mutual benefit of the public in the provision of public safety; and

WHEREAS, the cities of Phoenix and Chandler wish to enter into an Intergovernmental Agreement between the City of Phoenix and the City of Chandler for Firefighter Health Services at the Phoenix Fire Department Health Center (the "IGA") to allow Chandler firefighters to obtain health services at the Health Center.

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

Section 1. Approves the terms and conditions of the IGA in substantially the form attached as Exhibit "A."

Section 2. Authorizes the Mayor of the City of Chandler to execute the IGA on behalf of the City of Chandler.

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

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5912 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2025 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG

**EXHIBIT “A”**

**INTERGOVERNMENTAL AGREEMENT**
**BETWEEN**
**THE CITY OF PHOENIX**
**AND**
**THE CITY OF CHANDLER**
**FOR FIREFIGHTER HEALTH SERVICES AT THE PHOENIX FIRE DEPARTMENT HEALTH CENTER**

AGREEMENT NO. _____
*(City of Phoenix)*

This Intergovernmental Agreement ("IGA") is entered into this ___ day of _____, 2025 ("Effective Date"), by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department ("the City"), and the City of Chandler, for and on behalf of the Chandler Fire Department ("the Customer"). Throughout this Agreement, the City and the Customer individually may be referred to as "Party" and may be referred to collectively as "Parties" to this Agreement.

## RECITALS

**WHEREAS,** the City Manager of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

**WHEREAS,** the City is authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix; and,

**WHEREAS,** agreements for mutual assistance and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

**WHEREAS,** it is the desire of the municipalities, governmental jurisdictions, agencies and fire districts participating in this Agreement, to work together for mutual benefit of the public, Customer's community and all of the Customer's personnel; and,

**WHEREAS,** the Customer desires to participate in the firefighter health services offered at the Phoenix Fire Department Health Center (the "Health Center"); and,

**WHEREAS,** the City has entered into an Agreement with a Medical/Occupational and Wellness Health Services vendor to furnish services and operate the Health Center including, but not limited to, annual firefighter physical examinations; and,

**WHEREAS,** the City desires the participation of the Customer to more effectively provide annual firefighter medical examinations for sworn personnel as required by (i) federal and state law and/or national fire service standards; and (ii) regulations as deemed necessary by the Fire Chiefs of their respective fire departments; and,

**WHEREAS,** Ordinance No. S-_____ dated _____ authorized the City to enter into an agreement with Chandler Fire Department for the Health Center to provide services to Chandler Fire Department firefighters and police officers.

## AGREEMENT

**NOW THEREFORE,** in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

## ARTICLE I. PURPOSE

**1.** The purpose of this Agreement is to define the delivery of health services that will be provided by the Health Center to the Customer. These services include physical examinations, immunizations, return to work evaluations, and exposure management.

**2.** The Customer will reimburse the City for all services performed. In addition, the provision of services to other jurisdictions will not negatively impact the City's public safety personnel.

## ARTICLE II. STATEMENT OF SERVICES

**1.** The Customer's personnel may participate in the selected health services and programs, as listed in Exhibit A – IGA Services Menu, provided by the Health Center and any other such employee health and safety programs the Health Center may have to offer. If any other such employee health and safety programs that the Health Center may offer are to be utilized by Customer personnel, all such health and safety programs will only be made available and provided after written contract amendment to this Agreement. Services are to be provided at the Health Center or such other location designated by the City.

## ARTICLE III. TERM OF THE AGREEMENT

**1. Term:**
This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years, or until terminated by formal act of the Parties.

**2. Termination:**
Either party may terminate this Agreement at any time by providing thirty days (30) written notice to the other Party. Either Party at their convenience, by written notice,

may terminate this Agreement. If this Agreement is terminated, the Customer will be liable under the provisions of this contract for services and material rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

## ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. **Governing Law; Forum; Venue:**
   This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. **Implied Contract Terms:**
   Each and every provision of law and any clause required by law to be in this Contract shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Contract shall be physically amended to make such insertion or correction.

3. **Entire Agreement; No Waiver; Amendment:**
   This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

4. **Confidentiality and Data Security:**
   **4.1** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Customer in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Customer will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

**4.2** Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Customer must encrypt and/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.

**4.3** In the event that data collected or obtained by the Customer in connection with this Agreement is believed to have been compromised, Customer will notify the City Privacy Officer immediately. Customer 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.

**4.4** Customer agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Customer. It is further agreed that a violation of this Section will 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.

**4.5** The obligations of Customer under this Section will survive the termination of this Agreement.

**5. Health Insurance Portability and Accountability Act (HIPPA) of 1996:**
The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. The Parties warrant that each will cooperate in the course of performance of the Agreement so that the Parties will be in compliance with HIPAA.

**6. Third-Party Beneficiary Clause:**
The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**7. Fund Appropriation Contingency:**
The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the contract item as an expenditure. The Parties cannot

assure that the budget item for funding this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

**8. No Joint Venture:**
No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

**9. Assignment and Delegation:**
Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

**10. Independent Contractor Status:**
The Parties agree that neither party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. Neither Customer nor any of Customer's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. Customer, its employees and subcontractors are not entitled to worker's compensation benefits from the City.

**11. Workers' Compensation:**
The Parties agree that it is the responsibility of each Party to ensure that its employees are notified in accordance with the provision of Arizona Workers' Compensation Law, specifically, A.R.S. § 23-1022, or any amendment thereto, and that all such notices, as required by such laws, shall be posted accordingly. That by signing this Agreement and to ensure compliance with the notice posting requirements, each Party grants consent to all other Parties to inspect that Party's respective premises and work places upon request of any of the other Parties. However, nothing in this Agreement should be construed as imposing a duty to inspect another Party's respective premises and work places, and this agreement does not create a joint or employer/employee relationship between a Party and another Party's employees.

**12. Severability:**
The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

**13. Compliance with Laws:**
The Customer will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

**14. Drug Free Workplace:**

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

**15. Immigration Requirements:**

The Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

**16. Legal Worker Requirements:**

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Customer agrees that:

**16.1** Each subcontractor the Customer uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

**16.2** A breach of warranty will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

**16.3** Only through an audit with the Customer, will the City retain the legal right to inspect the papers of the Customer or subcontractor employee(s) who work(s) on this Agreement to ensure that the Customer or subcontractor is complying with the warranty.

**17. Disposition of Property:**

Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

## ARTICLE V. PAYMENTS

**1. Contracted Rates:**

The current rates for health services and programs are as set forth in Exhibit A – IGA Services Menu.

2. **Invoicing:**
The City will issue invoices, on a thirty (30) day cycle, to the Customer for the selected services and for any other programs and/or services offered to and received by the Customer's personnel pursuant to this Agreement. Infection control services will be billed annually on the last day of the month of December.

3. **Payments:**
The Customer shall make payment to the City for all amounts invoiced at the applicable rates. It is further agreed that a violation of this Paragraph will cause irreparable harm, justifying injunctive relief in a court of law. A violation of this Paragraph may result in immediate termination of this Agreement without notice. The obligations of the Customer under this Paragraph shall survive the termination of this Agreement.

## ARTICLE VI. INSURANCE AND INDEMNIFICATION

1. **Insurance:**
The physicians contracted by the City to deliver the services provided by this Agreement shall have medical malpractice and professional liability insurance at limits of no less than one million dollars ($1,000,000). All insurance coverage and self-insured retention or deductible portions, except workers' compensation insurance and professional liability insurance, if applicable, shall, for claims arising out of the performance of the Agreement, name, to the fullest extent permitted by law, the Parties and their agents, representatives, officers, directors, officials and employees as additional insureds.

2. **Indemnification:**
Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) ("Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save and hold harmless the other party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

## ARTICLE VII. NOTICES

**1.** Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

| If to City: | If to Contractor: |
|---|---|
| Phoenix Fire Department<br>150 S. 12th Street<br>Phoenix, AZ 85034 | Chandler Fire Department<br>151 E. Boston Street<br>Chandler, AZ 85225 |
| Attn: Michael J. Duran<br>Phoenix Fire Chief<br>Telephone: (602) 256-3189<br>Fax: (602) 262-4429 | Attn: Tom Dwiggins<br>Chandler Fire Chief<br>Telephone: (480) 782-2120<br>Fax: (480) 782-2150 |

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

**IN WITNESS WHEREOF**, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

**CITY OF PHOENIX, a municipal corporation**
Jeffrey Barton, City Manager

By: _____
Michael J. Duran
Fire Chief

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
David Lavelle
Assistant Chief Counsel

**CITY OF CHANDLER, a municipal corporation**
Joshua Wright, City Manager

By: _____
Kevin Hartke
Mayor

ATTEST:

_____
City Clerk, Chandler

APPROVED AS TO FORM:

_____
City Attorney, Chandler
DMG

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

**CITY OF PHOENIX**

By: _____
David Lavelle
Assistant Chief Counsel

Date: _____, 2025

**CITY OF CHANDLER**

By: _____
City Attorney, Chandler

DMG

Date: _____, 2025

**EXHIBIT A**

IGA Services Menu

Phoenix Fire Department
Health & Wellness Center
150 S. 12th Street
Phoenix, AZ 85034

# *IGA Services Menu*
***(Exhibit A)***

**Requesting Agency Name:**
*(i.e., City of Phoenix Fire Department)*

All services listed are available based on Health and Wellness Center scheduling capacity limitations. Our services are offered to outlying agency active fire personnel (sworn and non-sworn) and specialty unit law enforcement personnel that require the use of a Self-Contained Breathing Apparatus (SCBA) as part of their essential job duties.

The Physical Exam is offered as the baseline service for the IGA. Additional services are offered in our services menu at additional costs. The contracting agency requesting the IGA must identify their intentions regarding the additional services by selecting to "Opt In" or "Opt Out" of each service from the menu options below.

| | **Service** | **Each** |
|---|---|---|
| **PHYSICAL EXAM** | **PHYSICAL EXAM**:<br>• **Patient Health Review Survey**<br>• **Blood testing and analysis consisting of: Chem 18/HDL/Lipid Panel/CBC/Uric Acid, UA/Micro**<br>• **Prostate Specific Antigen (PSA) blood test** - *(Males only, age **40** and older)*<br>• **Hepatitis-B Antibodies –** *FF Recruits/New Patients only*<br>• **Hepatitis-C Antibodies –** *FF Recruits/New Patients only*<br>• **Varicella Titer** *– FF Recruits only*<br>• **Hearing Conservation Program -** Hearing Test and Evaluation (assessed in an ANSI-approved soundproof audiometric booth)<br>• **Visual Acuity Testing & Evaluation**<br>• **Vital Signs -** temperature, pulse, respiratory rate, and blood pressure<br>• **Spirometry/Pulmonary Function Test & Evaluation**<br>• **EKG Stress Test (treadmill)**<br>  ○ *FF Recruits/New Patients complete a MAX Treadmill test; a Sub-max treadmill test is performed annually thereafter unless otherwise determined by a Health & Wellness Center Clinician. Non-sworn fire personnel complete a resting EKG only.*<br>• **Chest X-Ray**<br>  ○ *FF Recruits/New Patients for baseline and every 4 years thereafter, unless Health & Wellness Center Clinician determines otherwise.*<br>• **Skin fold measurement by calipers, body weight, & height**<br>• **Immunization history screening and review**<br>• **Consult with physician or physician assistant to discuss physical examination**<br>  ○ Level-A Doctors Written Statement of Respiratory Usage Form Completion<br>  ○ Tier Medical Assessment Form Completion | $718.00 |
| | **ADDITIONAL SERVICES:**<br>Please select to "Opt In" or "Opt Out" for each service menu option below. | |

| | | | |
|---|---|---|---|
| **TIER PROGRAM** | **TIER PROGRAM**<br>The Tier 4 Health Assessment is a program that places members in a category or *tier* based on their annual physical assessment. Historically, we have recommended removing people from active duty if we saw something during their physical that was unhealthy, dangerous, or physically limiting. These *not-fit-for-duty* members were prescribed rehabilitation methods with the goal of returning them back to active duty as soon as possible. **This program is rehabilitative, not punitive.**<br><br>"Opting in" to our Tier Program requires that the participating agency cover the costs of Tier follow ups, lab testing, and treadmill testing for their members. Peer Fitness Trainer Support or resources should be made available through the participating agency to assist their employees in wellness improvement. The PFD Health & Wellness Center's role is to identify the employee's Tier status. Management of employee's progress regarding follow-ups and testing, shall be the employer's responsibility. (Tier Program Defined document provided upon request) | ☐ **OPT IN** TIER Program | ☐ **OPT OUT** TIER Program |
| | TIER Follow-Up | **$75.00** | **$0.00** |
| | TIER Follow-Up with Treadmill | **$200.00** | **$0.00** |
| | TIER Lab Draw (Repeat A1c Lab retesting) | **$37.00** | **$0.00** |
| **IMMUNIZATIONS** | **IMMUNIZATIONS**<br>"Opting in" to the immunization program assures that we will provide vaccinations to your department members. Immunizations will only be administered if it is deemed necessary by Health & Wellness Center Medical Team. Your department will only be billed for the immunizations given to your members. Every effort will be made to provide the most effective immunization series that is medically necessary to protect the member. | ☐ **OPT IN** Immunizations | ☐ **OPT OUT** Immunizations |
| | **Tdap** (Tetanus/Diphtheria/Pertussis) ***1 shot*** | **$68.25 x 1** | **$0.00** |
| | **Tetanus/Diphtheria** ***1 shot*** | **$50.70 x 1** | **$0.00** |
| | **MMR** (Measles/Mumps/Rubella) ***2 shot series*** | **$80.60 x 2** ($161.20/series) | **$0.00** |
| | **Hepatitis-A** (Havrix) ***2 shot series*** | **$121.55 x 2** ($243.10/series) | **$0.00** |
| | **Hepatitis-B** (Engerix) ***3 shot series***<br>(+ blood draw to check antibodies after completed series) | **$56.55 x 3** ($169.65/series) | **$0.00** |
| | **Twinrix** (Hep A and B Combo) ***3 shot series***<br>(+ blood draw to check Hep-B antibodies after completed series) | **$147.55 x 3** ($442.65/series) | **$0.00** |
| **TB TESTING** | **TB TESTING**<br>By "opting in" for the T-Spot TB blood testing you agree that your department will pay for the Phoenix Fire Department Health & Wellness Center to perform T-Spot TB blood testing for all your new hire firefighter recruits/new patients to establish a baseline and then on any of your members should a TB exposure occur while on duty. | ☐ **OPT IN** T-Spot TB Testing | ☐ **OPT OUT** T-Spot TB Testing |
| | T-Spot TB Blood Test<br>(*FF Recruits/New Patients for baseline and then following TB exposure only*) | **$85.00** | **$0.00** |

| | | | |
|---|---|---|---|
| **RTW EVALS** | **Return to Work Evaluations**<br>Occasionally, your department may request that an employee be evaluated at the PFD Health & Wellness Center regarding a return-to-work evaluation. These evaluations take place after a release to full duty by employee's treating surgeon or physician for an injury or illness.<br>Costs associated with a return-to-work evaluation may vary depending on what is needed. Below are the base costs. Choosing to "opt in" for this service will allow your members to be seen at the Health & Wellness Center for these types of visits. Your department will only be billed for the services provided at the time of the visit. | ☐ **OPT IN** Return to Work Evals | ☐ **OPT OUT** Return to Work Evals |
| | **Return to Work Evaluation Assessment**<br>(Clinician's review of all notes and work release information related to Return-to-Work injury or illness) | **$100.00** | **$0.00** |
| | **Return to Work Physical Exam by Clinician**<br>(Clinician's physical exam of patient related to Return-to-Work injury or illness) | **$100.00** (minimum)<br>**$105.00 / hr.** (after first hour with Clinician) | **$0.00** |
| | **X-Ray per view if required**<br>(cost varies based on the location and complexity of the injury) | **$70.50-200.00** | **$0.00** |
| | **Resting EKG** | **$67.00** | **$0.00** |
| | **Bloodwork Testing if required** | **Per Test** | **$0.00** |
| **RECORDS REQUESTS** | **Medical Records Requests** | | **Flat Rate** |
| | Individual requests for medical records for personal reasons will be completed at no charge with the receipt of a signed medical records release authorization. Please allow 5-7 business days for completion of request. | **Individual** | **$0.00** |
| | For requests of 25 medical records or less we will provide 1 year of physical exam information (most recent) to include: clinician's notes, all test results, and complete immunization record at no charge. Requests will be filled upon receipt of signed medical records release authorization. Please allow 14 business days for completion of requests. | **25 or less** | **$0.00** |
| | For requests of more than 25 medical records we will provide 1-3 years of physical exam information, to include: clinician's notes, all test results, and immunization records and a flat rate will be charged. Requests will be filled upon receipt of signed medical records release authorizations. Please allow 30-45 business days for completion of requests. | **25 or more** | **$1,000.00** |

| | | | |
|---|---|---|---|
| **INFECTION CONTROL PROGRAM** | **Infection Control Program and ICO Assistance**<br><br>Please note: Geographically, we are limited on the distance that this service can be provided. Therefore, this option is only available to agencies within the Phoenix Metropolitan area.<br><br>For agencies within the Phoenix Metropolitan area, choosing to "opt in" for the Infection Control Program, we will provide your members with Infection Control Officer assistance based on the following objectives and responsibilities. Pricing details for this service are listed below.<br><br>**Major Objectives:**<br>• To ensure quality of care of patients and department members.<br>• To provide a liaison between medical facilities, the medical examiner and the state's public health office.<br>• To assist your department ensuring compliance with federal, state and local laws and regulations.<br>• To develop and institute a comprehensive program for exposure notification and medical follow-up.<br>• To monitor compliance with department's infection control practices/procedures.<br>• To update exposure control program to include T.B. control.<br>**PFD Infection Control Officer Responsibilities:**<br>• Work with administration, risk management and safety on infection control and related compliance issues.<br>• Establish and maintain records on employee exposures, medical follow-up and personnel health.<br>• Will ensure reporting and documentation of exposures, medical follow-up, confidentiality and record keeping.<br>• Work with medical facility representatives to ensure timely exposure notification, testing and reporting.<br>• Will interview and assist exposed department personnel.<br>• Assist in evaluation of new products and equipment relating to infection control – OSHA compliance.<br>• Assist with the development of new infection control policies and procedures for your department.<br>• Work with medical examiner regarding exposures involving deceased persons. | ☐ **OPT IN** Infection Control Program | ☐ **OPT OUT** Infection Control Program |
| | Annual Per Member Fee (active members only) | **$66.00** | **$0.00** |
| | If participating in the Infection Control program, the fees listed below apply and will only be billed to your department if an exposure occurs and testing or treatment is required. Please note: This contract does not include or cover prophylaxis. Prophylaxis charges received by Phoenix Fire will be recovered via invoice to the participating agency. | | |
| | Exposure Consult with Health & Wellness Center Clinician | **$75.00** | **$0.00** |
| | Hepatitis C Antibody (lab draw) | **$44.00** | **$0.00** |
| | Hepatitis C Confirmatory (lab draw) | **$100.00** | **$0.00** |
| | HIV Antibody (lab draw) | **$25.00** | **$0.00** |
| | Hepatitis A Vaccine (Havrix) ***2 shot series*** | **$121.55 x 2** ($243.10/series) | **$0.00** |
| | Tetanus/Diphtheria Vaccine ***1 shot*** | **$50.70** | **$0.00** |
| | Tdap Vaccine (Tetanus/Diphtheria/Pertussis) ***1 shot*** | **$68.25** | **$0.00** |
| | Activation of Post Exposure Prophylaxis (PEP) Line<br>(pricing may vary depending on service provided by PEP Clinician) | **$250.00** | **$0.00** |

## Physical Exam Scheduling:

We will provide all participating agencies with the appropriate number of designated appointment dates and time slots for your member's physical exams (firefighter recruits, new patients, and annual physicals). Once the dates and times have been provided, it will be up to your department's liaison to provide our scheduler with the individual names of the members that will be occupying the time slots. For firefighter recruits and new patients, the Patient Health Review packet will need to be completed as a "new" patient and received at the PFD Health & Wellness Center at least 5 business days prior to the appointment date to create an Electronic Health Record, medical chart, and prepare the appropriate paperwork that will be needed at the time of the visit. Not providing the requested packet in the requested time frame, may result in the release of the scheduled physical exam appointment.

## Firefighter Recruit Physical Exam Scheduling:

Our annual physical schedule is completed 60-90 days in advance. Every effort will be made to accommodate firefighter recruit physical requests when ample notice is given to the Health & Wellness Center. Short notice requests for firefighter recruit physical spots will be considered, but accommodations are not guaranteed.

All other appointment types (i.e., Exposure Consults & Return to Work Evaluations) will be scheduled on an individual basis.

## Bloodwork/Lab Draws:

FF Recruits/New Patients:

All bloodwork required for firefighter recruits or new patient physical exams shall be drawn at the PFD Health and Wellness Center located at 150 S. 12th St., Phoenix, AZ. This is a fasting lab draw. No food eight (8) hours prior to lab draw, only black coffee and water are permissible during the eight (8) hour fasting period. The fasting lab draw should be completed 3-5 business days prior to the scheduled physical exam. The Patient Health Review Packet information must be provided to the Health & Wellness Center prior to lab work being drawn. An Electronic Health Record must be established in advance to link the lab work to the patient record.

Annual Physical Bloodwork/Lab Draws:

Once the initial (pre-hire or new patient) lab draw is completed at the Health & Wellness Center, contracting agencies may continue to utilize the Health & Wellness Center for all annual physical lab work, or they may have lab work done at a lab location through the contracted lab vendor with the Phoenix Fire Department Health & Wellness Center. No internal blood draws within your department will be permitted, unless facilitated with Phoenix Fire Health & Wellness Center staff. All participating agencies shall work with the PFD Health & Wellness Center staff to coordinate the bloodwork required for your department, confirm contracted lab vendor and locations, and ensure the correct lab slips are provided to the lab at the time of the blood draws. The Phoenix Fire Department's contract agreement with our laboratory services vendor does not include "on site" phlebotomy services for wellness fairs or events held at individual fire departments. Services rendered for "on site" phlebotomy will need to be arranged with the lab separately and all "on site" phlebotomy service charges will be the responsibility of the fire department requesting these services.

## Cancellations, No Shows, and Unused Reserved Appointments:

Life is busy, and we understand that unforeseen circumstances can take place preventing members from making their scheduled appointments. We would appreciate a minimum 24-hour notice for cancellations. We will work with your department's liaison, or with the individual, to reschedule an appointment due to unavoidable circumstances. However, a no show with no call to notify our department, or reserved appointment slots that are unused, may result in a charge to your department. We want to be respectful of your time and would ask for the same courtesy in return.

CHANDLER arizona
Community of Innovation

**City Council Memorandum Information Technology Memo No. N/A**

| | |
|---|---|
| **Date:** | June 23, 2025 |
| **To:** | Mayor and Council |
| **Thru:** | Joshua H. Wright, City Manager<br>Dawn Lang, Deputy City Manager - CFO<br>Sandip Dholakia, Chief Information Officer |
| **From:** | Brad Thomas, IT Chief Information Security Officer |
| **Subject:** | Purchase of Managed Detection and Response Services |

## Proposed Motion:

Move City Council approve the purchase of Accelerynt managed detection and response services, from Transource Services Corp., dba Transource Computers, utilizing the Maricopa County Contract No. 240094-RFP, in an amount not to exceed $130,000.

## Background/Discussion:

To maintain a robust cybersecurity posture, the City of Chandler requires continuous 24/7 monitoring and response capabilities across all systems. While current cybersecurity personnel provide on-call support, achieving true round-the-clock coverage necessitates additional resources to ensure consistent oversight and allow for adequate downtime for city staff. Engaging a Managed Detection and Response (MDR) provider presents a strategic solution. By leveraging existing telemetry from the city's cybersecurity tools and adhering to established operational protocols, an MDR partner can deliver real-time threat detection and coordinated incident response—regardless of the time, including evenings (6 PM – 7 AM), weekends, and city holidays.

The ability to rapidly detect and contain potential cyber threats through 24/7 monitoring and diversified threat intelligence significantly enhances the city's overall security posture. Proactive threat intelligence is a critical component of vulnerability management, requiring multiple, real-time data sources to stay ahead of emerging risks. Moreover, MDR providers draw from a broad client base,

enabling them to deliver timely threat intelligence updates and configuration improvements informed by real-world attacks and evolving threat landscapes. This shared intelligence—such as attack vectors, indicators of compromise, and malware signatures—allows the city to preemptively identify and neutralize threats before they escalate into significant incidents. Through this partnership, the City of Chandler will gain a proactive, intelligence-driven defense layer that significantly reduces risk exposure while preserving operational resilience and continuity.

**Evaluation:**

Maricopa County competitively solicited and awarded a contract for a managed security services provider to Transource Services Corp., dba Transource Computers, partnered with Accelerynt. The city has a current agreement with Maricopa County allowing for the cooperative use of its contracts. Following a 60-day implementation period, the service term is one year. Staff recommends the cooperative use of this contract to enable rapid deployment of services.

**Financial Implications:**

Funding for this service was approved in a prior budget process.

**Fiscal Impact**

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 101.1199.5418.0.0.0 | General Fund | N/A | $130,000 | N |

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

**Date:** June 23, 2025
**To:** Mayor and Council
**From:** Kelly Schwab, City Attorney
**Subject:** Renewal of Commercial Insurance and Services for Fiscal Year (FY) 2025-26

## Proposed Motion:

Move City Council approve the renewal of commercial insurance and services for FY 2025-26 and authorize the City Attorney and Human Resources Director to sign all documents related to obtaining commercial insurance and services in an amount not to exceed $4,515,371.

## Background/Discussion

On March 23, 2017, City Council approved Agreement No. LW7-953-3735 with Arthur J. Gallagher Risk Management Services, Inc. for insurance broker services. Arthur J. Gallagher Risk Management Services, Inc. acts as the Insurance Broker of Record for the City of Chandler's workers' compensation, casualty/liability, property, and automobile insurance coverage. They also advise and coordinate with the City's Risk Management Administrator and City Attorney to obtain bids from insurers and negotiate the best terms and coverage for the various exposure areas.

The City self-insures and carries excess coverage in the areas and at the levels indicated below. The total premium cost of recommended coverage through commercial carriers for FY 2025-26 is estimated at $4,515,371, compared to FY 2024-25 which was $3,896,982. The estimated premium increase is primarily driven by loss activity anticipated to pierce the excess layers as well as purchasing coverage for auto physical damage coverage.

### Excess Workers' Compensation:

Excess Workers' Compensation Insurance is carried through Safety National. In FY 24-25 the city was self-insured ("SIR") for the first $3,000,000 for Police and Fire, and $1,500,000 for the remainder of the city employees. For the 2025 renewal, the city received a quote from Safety National.

Safety National provided a renewal quote with a 4% increase in premium. This increase is being driven by a 4% increase in payroll costs and does not include any increases to SIR for any category. Premium for FY2025-26 is $631,514. Premium for FY 24/25 was $608,931.

## Property Insurance:

Property Insurance was through Travelers Indemnity and is now carried through GovPro which is a preferred structured insurance risk property program that provides broader coverage for buildings, water facilities, well sites, business personal property, Electronic Data Processing (EDP), mobile equipment, as well as boilers and machinery. This policy has various deductibles including $100,000 per occurrence for most losses, $100,000 for earth movement, $100,000 for Low Hazard and Moderate Flood Zones (B, X-500) and $500,000 for High Hazard (A, AE, V). Premium for FY 2025-26 is not to exceed $1,151,807. Premium for FY 2024-25 was $1,200,500.

**Auto Physical Damage**:

Auto Physical Damage insurance is carried through Lloyds for Comprehensive and Collision Coverage with a $50,000 deductible except $100,000 deductible in respect of units valued $100,000 and greater. Premium for FY 2025-26 is not to exceed $350,000. The City has not had Auto Physical Damage Coverage since FY 2019/2020 primarily due to adverse loss experience and because many insurers do not provide auto physical damage to municipalities and those that do charge extremely high premiums. The City decided to self-insure this coverage as the cost of coverage was excessive. The coverage from Lloyds is more reasonable and necessary with the upcoming purchases of ambulances.

## Excess Liability Coverage:

Excess Liability Coverage is carried through Safety National, Gemini, Upland, Arch, StarStone, Westchester, and Great American in $5 million increments, for a total of $30 million excess liability coverage for FY 2025-26.

- $5 million excess of $1,750,000 Self-Insured Retention – Insurance is carried through Safety National. Premium for FY 2025-26 is not to exceed $812,403. Premium for FY 2024-25 was $615,859.
- $3 million excess of $6,750,000 – Insurance is through Gemini. Premium for FY 2025-26 is $316,824. Premium for $5 million in excess for FY 2024-25 was $341,334.
- $2 million excess of $9,750,000- Insurance was through Gemini. New insurance carrier is Upland. Premium for FY2025-26 is $154,800.
- $5 million excess of $11,750,000 – Insurance is through Arch.

Premium for FY 2025-26 is $245,100. Premium for FY 2024-25 was $201,240.

- $5 million excess of $16,750,000 – Insurance is through StarStone. Premium for FY 2025-26 is $156,864. Premium for FY 2024-25 was

$135,192.

- $5 million excess of $21,750,000 – Insurance is through Westchester. Premium for FY 2025-26 is $139,320. Premium for FY 2024-25 was $131,064.
- $5 million excess of $26,750,000 – Insurance is through Great American. Premium for FY 2025-26 is $125,000. Premium for FY 2024-25 was $118,000.

**Crime Insurance:**

Crime Insurance carried through Travelers Insurance. Coverage includes state required bonds for the City's Management Services Director and Accounting Manager. This policy also provides coverage for members of the City's boards and commissions. Premium for FY 2025-26 is $10,750. Premium for FY 2024-25 was $15,520.

**Network Security and Privacy Liability Insurance:**

Network Security and Privacy Liability Insurance also known as Cyber Liability Insurance is carried through Tokio Marine, AmTrust and Crum & Forster in $5 million increments, for a total of $15 million aggregate coverage for Liability, Data Restoration and System Failure, Premium for FY 2025-26 should not exceed $357,273. Premium for FY 2024-25 was $357,273.

**Storage Tank Liability Insurance:**

The City has one remaining fuel storage tank at the Chandler Airport that will be decommissioned as it is 38 years old. Storage Tank Liability Insurance is no longer available in Arizona. As was done last year, the City has opted to submit a letter of the use of the financial test for self-compliance from the City of Chandler Deputy City Manager and Chief Financial Officer (CFO). When the City had coverage, Policy limits were $1,000,000 per tank, with a $25,000 per incident deductible. Premium for FY 2025-26 is $0. Premium for FY 2024-25 was $0.

**Airport Liability Insurance:**

Airport Liability Insurance is carried through ACE Property & Casualty. Airport Owners and Operators Liability policy provides $50 million in coverage per occurrence. Premium for FY 2025-26 is $19,455. Premium for FY 2024-25 was $16,030.

**Fine Arts Insurance:**

Fine Arts Insurance is carried through Axis Insurance Company. This is purchased to cover the City's Museum collection and temporary loans. Deductible per occurrence is $1,000 and Deductible for outdoor art is $2,500. Premium for FY 2025-26 is not to exceed $9,261. Premium for FY 2024-25 was $8,996.

**Pollution Liability:**

Pollution Insurance is carried through Ascot Insurance Company and provides a policy aggregate limit of $5 million over a three-year period. This is a new

coverage purchased by the City to cover Third Party Bodily Injury and Property Damage for New and for Pre-Existing Conditions, Cleanup Costs for Pre-Existing Conditions, Unlimited Defense outside the Limits of Liability, Non-Owned Disposal Site, Mold, Legionella, Emergency Response, Asbestos and Lead-Based Paint, Sudden and Accidental. Three-year Premium for FY 2024-25 through FY 2026-27 is $102,374.

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**Fiscal Impact**

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 736.1250.0000.5620 | Workers' Compensation | Excess Insurance | 631,514.00 | N |
| 737.1310.0000.5610 | Insured Liability | Fire Insurance | 1,151,807.00 | N |
| 737.1310.0000.5610 | Insured Liability | Fire Insurance | 350,000.00 | N |
| 737.1310.0000.5614 | Insured Liability | Public Liability | 1,950,311.00 | N |
| 737.1310.0000.5618 | Insured Liability | Crime Insurance | 10,750.00 | N |
| 737.1310.0000.5618 | Privacy/Security Liability | Network Liability | 357,273.00 | N |
| 737.1310.0000.5618 | Insured Liability | Storage Tanks Ins. | 0.00 | N |
| 635.4100.0000.5614 | Airport Operating | Public Liability | 19,455.00 | N |
| 737.1310.0000.5610 | Fine Arts | Fire Insurance | 9,261.00 | N |
| 737.1310.0000.5219 | Other Professional Services | Broker Fee | 35,000.00 | N |

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**Attachments**

FY 25-26 Workers' Comp Graph

# FY 25-26 Workers' Comp Graph

| Excess Workers' Compensation | 2024 Expiring | 2025 Renewal | % Change |
|---|---|---|---|
| **Carrier** | Safety National | Safety National | |
| **SIR - Police & Fire** | $3,000,000 | $3,000,000 | 0 |
| **SIR - All Other** | $1,500,000 | $1,500,000 | 0 |
| **SIR – Wildland Firefighters** | $1,500,000 | $1,500,000 | 0 |
| **Estimated Payroll** | **$184,748,590** | **$191,600,000** | 4% |
| **Rate Per $100 of Payroll** | 0.3300 | 0.3300 | 0% |
| **Premium** | **$608,931** | **$631,514** | 4% |

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**City Council Memorandum** **Management Services** **Memo No.** 25-109

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
**From:** Matthew Dunbar, Budget and Policy Director
**Subject:** Ordinance No. 5130, Levying Upon the Assessed Valuation of the Property within the City of Chandler, Arizona, Subject to Taxation a Certain Sum Upon Each One Hundred Dollars ($100) of Assessed Valuation Sufficient to Raise the Amount Estimated to be Required in the Annual Budget, less the Amount to be Received from Other Sources of Revenue; Providing Funds for Various Bond Redemptions, for the Purpose of Paying Interest upon Bonded Indebtedness and Providing Funds for General Municipal Expenses, all for the Fiscal Year Ending the 30th Day of June, 2026

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**Proposed Motion:**

Move City Council adopt Ordinance No. 5130, levying upon the assessed valuation of the property within the City of Chandler, Arizona, subject to taxation a certain sum upon each one hundred dollars ($100) of assessed valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2026.

**Background:**

State law requires that the tax levy necessary for funding the adopted budget be established by ordinance and be adopted fourteen (14) days following the public hearing and the final adoption of the budget and not later than the third Monday in August (August 18, 2025). As this tax levy ordinance is an administrative method of setting apart funds necessary for use and maintenance, it does not require an extraordinary (3/4) vote to make it effective immediately. This determination is based on a Supreme Court decision and is fully explained in the Municipal Budget

and Financial Manual provided by the League of Arizona Cities and Towns.

**Discussion:**

The City received notification of Chandler's 2025 tax values from the Maricopa County Assessor on February 10, 2025, as required by state law. The city's total assessed valuation is $4,124,257,465, a 0.4% increase from the 2024 total assessed valuation, and includes valuation changes to existing property as well as the value of new growth. Based on a legislative change implemented July 1, 2015, property owners are now assessed on the Limited Assessed Value (LAV) versus Full Cash Value (FCV) and residential property values cannot increase more than 5% in a given year. For FY 2025-26, City Council has approved a $0.0008 reduction in the primary property tax rate ($0.2126 to $0.2118) and no change to the secondary property tax rate ($0.8700), bringing the combined property tax rate from $1.0826 to $1.0818 per $100 of assessed valuation. This is the tenth consecutive year the property tax rate has been reduced to help minimize the impact of property value increases to the median value homeowner.

As part of the tax levy process, the County Assessor also establishes the maximum allowable primary property tax rate, which allows a 2% increase in the maximum tax levy each year. Chandler's maximum primary property tax rate for Tax Year 2025 is $0.61 per $100 of assessed value. The FY 2025-26 Adopted Budget sets the rate at $0.2118 per $100 of assessed valuation, which is significantly less than the maximum. In addition, the State Property Tax Oversight Commission establishes a maximum primary property tax rate that would require a Truth in Taxation notice, which requires special notice to citizens and a roll call vote to levy the increased property taxes. Since the City of Chandler rate for the FY 2025-26 Budget of $0.2118 per $100 of assessed valuation does not exceed the maximum primary property tax rate that would require a Truth in Taxation notice ($0.2145), the City is not subject to the Truth in Taxation provisions this year.

Ordinance No. 5130 follows the prescribed form recommended for adoption and establishes a tax levy of an estimated $44,616,217 based on the tax rate levied against the assessed values. In this ordinance, the Chandler City Council directs the County of Maricopa to levy the amount allowed by law. The total property tax rate will be $1.0818 per $100 of assessed valuation. The property value estimates received from the County Assessor's office are available for public inspection on the City's website at www.chandleraz.gov/budget or by calling the Budget Division at (480) 782-2251.

**Financial Implications:**

The Tax Levies set the total FY 2025-26 levy rates and amounts to fund general operations of the City (funded by the primary property tax rate set at $0.2118 per $100 of assessed valuation), as well as funding debt service payments on outstanding general obligation bonds (funded by the secondary property tax rate set at $0.8700 per $100 of assessed valuation).

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**Attachments**

Ordinance No. 5130 Tax Levy

**ORDINANCE NO. 5130**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF CHANDLER, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF ASSESSED VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2026.

WHEREAS, by the provisions of State law, the ordinance levying taxes for Fiscal Year (FY) 2025-26 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Maricopa is the assessing and collecting authority for the City of Chandler, the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Maricopa, Arizona.

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

Section 1. There is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Chandler, except such property as may be by law exempt from taxation, a primary property tax rate of $0.2118 for the Fiscal Year ending on the 30th day of June, 2026. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

Section 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Chandler, except such property as may be by law exempt from taxation, a secondary property tax rate of $0.8700 but not more than the actual general obligation bond debt service due during the year plus anticipated debt service due for issues sold during the year, for the purpose of providing a bond interest and redemption fund for the City of Chandler for the Fiscal Year ending June 30, 2026.

Section 3. It is the intent of the City Council of the City of Chandler, Arizona, to levy the primary property tax for operations, and levy the secondary property tax for bonded debt such that the combined property tax for the City of Chandler for FY 2025-26 will equal $1.0818.

Section 4. Failure by the county officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Chandler upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

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

ATTEST:

_____ _____
CITY CLERK MAYOR

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

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5130 as duly passed and adopted by the City Council of the City of Chandler, at a regular meeting on the 26th day of June, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Published:

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**City Council Memorandum Management Services Memo No. 25-112**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
**From:** Danielle Wells, Revenue and Tax Senior Manager
**Subject:** License Series 12, Restaurant Liquor License Application for Jeffrey Craig Miller, Agent, 2040 Unit 2, LLC, DBA Morning Jam

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## Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 346638, a Series 12, Restaurant Liquor License, for Jeffrey Craig Miller, Agent, 2040 Unit 2, LLC, DBA Morning Jam, located at 2040 S. Alma School Road, Suite 3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309626.

## Discussion:

This application for a liquor license was posted for hearing on June 26, 2025.

The Police Department reports no objections to the issuance of this license. 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.

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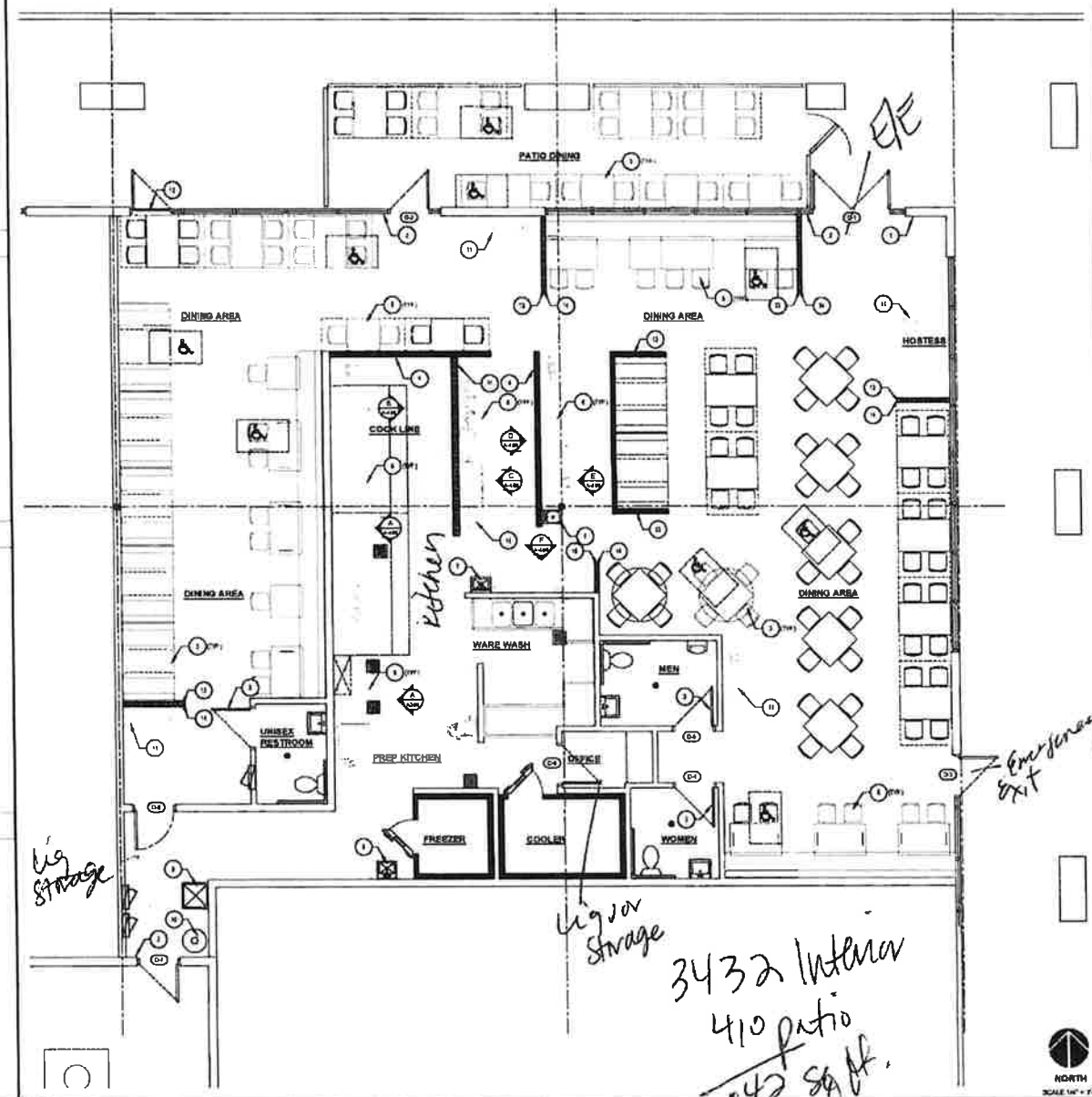
## Attachments

A-Floor Plan




3432 Interior
410 patio
3842 Sq Ft.

20 FLOOR PLAN

1 PROVIDE MINIMUM OCCUPANCY SIGN IN CONSPICUOUS LOCATION NEAR MAIN ENTRY DOOR
2 INSTALL TACTILE EXIT SIGNS AT EXIT DOORS PER A.D.A. & FOR A.D. 2010
3 INSTALL RESTROOM SIGNAGE PER A.D.A.S. FOR A.D. 785 (IF NOT EXISTING)
4 FIRE EXTINGUISHER IN SEMI-RECESSED CABINET - SEE DETAIL #3/A6.00
INSTALL TYPE K EXTINGUISHER IN KITCHEN AREA - TYPE 3A:40 BC IN RESTAURANT AREA
5 FURNITURE SUPPLY AND INSTALLATION BY OWNER'S VENDOR
6 KITCHEN EQUIPMENT SUPPLY AND INSTALLATION BY OWNER'S VENDOR
7 NEW HAND SINK - SEE PLUMBING PLAN
8 EXISTING HAND SINK TO REMAIN
9 EXISTING MOP SINK TO REMAIN
10 EXISTING HOT WATER UNIT TO REMAIN
11 F.O.S. EQUIPMENT BY OWNER'S VENDOR
12 PERMANENTLY CLOSE EXISTING DOOR - REMOVE ALL DOOR HARDWARE
13 POINT WALL 42" HIGH - SEE DETAIL #7/A6.00
14 POINT WALL SUPPORT 2'-0" BAR - SEE DETAIL #7/A6.00
15 POINT WALL 78" HIGH - SEE DETAIL #7/A6.00

24 KEYNOTES

**FLOOR FINISH:**

SEAMLESS EPOXY FLOORING
MANUFACTURER ARIZONA POLYMER FLOORING INC
MATERIAL EPOXY QUARTZ SEAMLESS FLOORING
COLOR CHOCOLATE
LOCATION KITCHEN, WARE WASH, PREP AREA, WALK-IN COOLER
NOTE APPLY COARSE TEXTURE PER OWNER'S APPROVAL

NOTE: CONTRACTOR SHALL OBSERVE ALL MANUFACTURER'S RECOMMENDATIONS FOR FLOOR FINISH PRODUCTS. DO NOT USE CONCRETE ADDITIVES WHEN PLACING NEW CONCRETE FLOOR.

**WALL BASE:**

COVED EPOXY WALL BASE
MANUFACTURER ARIZONA POLYMER FLOORING INC
SIZE 6" ROLLED BASE
COLOR CHOCOLATE
LOCATION KITCHEN, WARE WASH, PREP AREA, WALK-IN COOLER

NOTE: CONTRACTOR SHALL OBSERVE ALL MANUFACTURER'S RECOMMENDATIONS FOR FLOOR FINISH PRODUCTS. DO NOT USE CONCRETE ADDITIVES WHEN PLACING NEW CONCRETE FLOOR.

**WALL FINISH:**

FIBER REINFORCED PANELS
MANUFACTURER FRP SHOP COM (OR EQUAL APPROVED)
MATERIAL FIBER REINFORCED PANEL
COLOR WHITE
LOCATION KITCHEN, WARE WASH, PREP AREA

STAINLESS STEEL WALL PANELS
MANUFACTURER CUSTOM STAINLESS STEEL
MATERIAL 24 GAUGE, TYPE 304 STAINLESS STEEL,
FINISH TO MATCH EXHAUST HOODS
LOCATION COOKLINE WALL AND WALL RETURNS

CERAMIC WALL TILES
MANUFACTURER AMERICAN CLEAR
TYPE 1/1 QUARRY - COLOR BODY PORCELAIN TILE
COLOR CHENILLE SE-42
SIZE 12" X 24"
GROUT CUSTOM BUILDING PRODUCTS
GROUT COLOR SAHARA 144 #33
GROUT JOINTS MAXIMUM 1/8" WIDTH
LOCATION EXPO KITCHEN WALL

PAINT WALL FINISH
COLOR TO MATCH ADJACENT WALL SURFACE AS NOTED

**GENERAL FINISH NOTES:**

EXISTING STAINED CONCRETE FLOOR FINISH IN DINING AREAS SHALL REMAIN. CONTRACTOR SHALL THOROUGHLY CLEAN, PATCH AND REPAIR ANY DAMAGED FLOOR FINISH AS REQUIRED.

EXISTING WALL SURFACES IN DINING AREAS SHALL REMAIN. CONTRACTOR SHALL THOROUGHLY CLEAN, PATCH, REPAIR AND REPAINT ALL WALLS - CONFIRM COLOR SELECTION WITH OWNER.

EXISTING CEILING SURFACES IN DINING AREAS SHALL REMAIN. CONTRACTOR SHALL THOROUGHLY CLEAN, PATCH, REPAIR AND REPAINT ANY DAMAGED CEILING SURFACES AS REQUIRED. CEILINGS SHALL BE PAINTED WHERE APPLICABLE - CONFIRM COLOR SELECTION WITH OWNER.

EXISTING RESTROOMS SHALL BE THOROUGHLY CLEANED AND ANY DAMAGED FLOOR, WALL AND CEILING SURFACES SHALL BE PATCHED, REPAIRED AND REPAINTED AS REQUIRED.

ARCHICON
Architecture & Interiors, L.L.C.
3030 E. WASHINGTON STREET
SUITE 200
PHOENIX, ARIZONA 85034
(602) 222-0366
FAX (602) 279-0365
www.archicon.com

TENANT IMPROVEMENTS AT
2040 SOUTH ALMA SCHOOL ROAD
CHANDLER, ARIZONA 85286

SHEET TITLE
FLOOR PLAN

EXPIRES 12/31/2019

PROJECT NO
1449945.00

DRAWING NO
A-101

ITEM 22

CHANDLER arizona
Community of Innovation

**City Council Memorandum Management Services Memo No. 25-113**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
**From:** Danielle Wells, Revenue and Tax Senior Manager
**Subject:** License Series 12, Restaurant Liquor License Application for Dean Michael Lucente, Agent, LG Live Concepts, LLC, DBA Cork & Craft

---

## Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 347623, a Series 12, Restaurant Liquor License, for Dean Michael Lucente, Agent, LG Live Concepts, LLC, DBA Cork & Craft, located at 4920 S. Gilbert Road, Suite 3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309646.

## Discussion:

This application for a liquor license was posted for hearing on June 26, 2025.

The Police Department reports no objections to the issuance of this license. 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.

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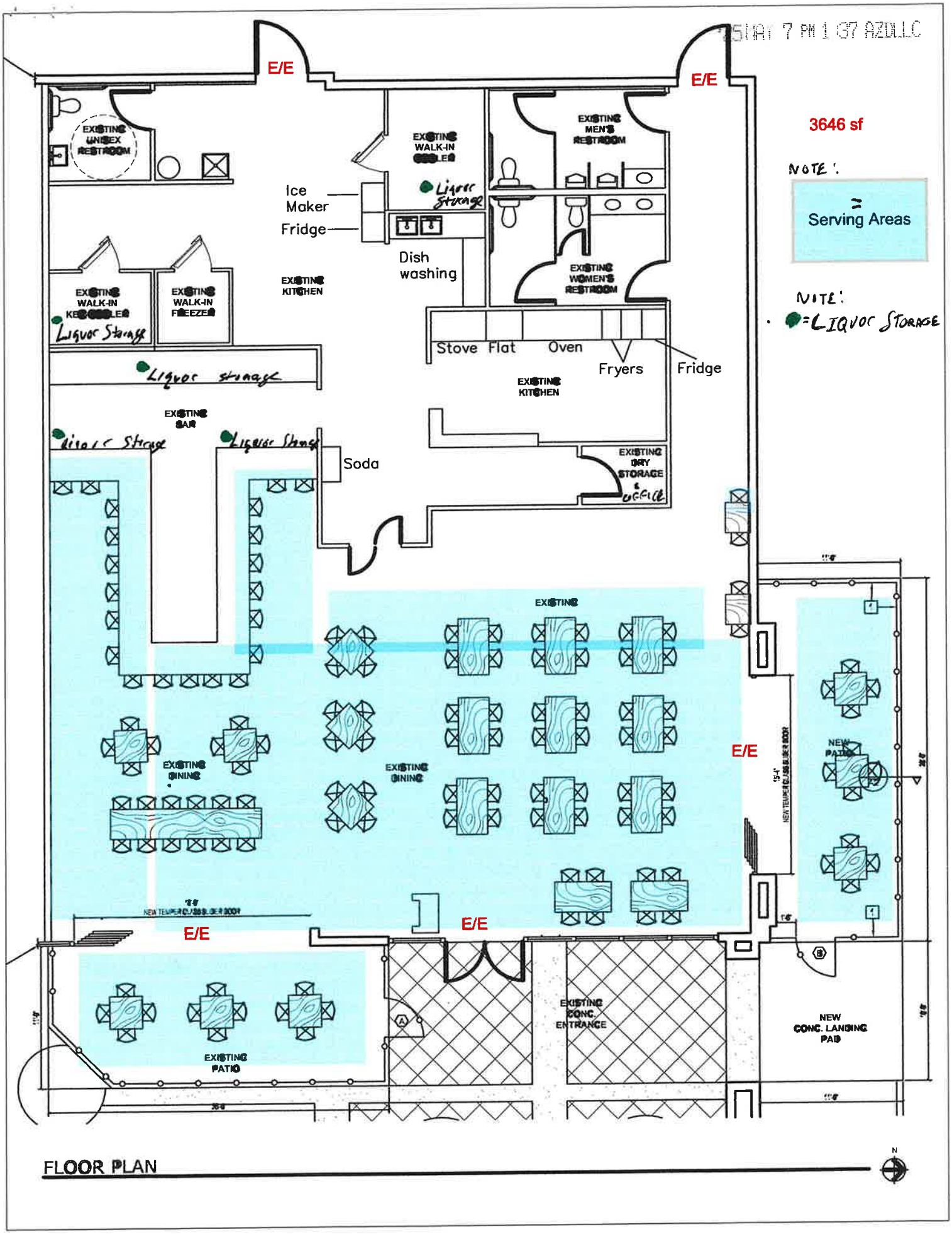
## Attachments

A-Floor Plan


E/E
E/E
EXISTING UNISEX RESTROOM
EXISTING WALK-IN COOLER
EXISTING MEN'S RESTROOM
Ice Maker
Fridge
Liquor Storage
Dish washing
EXISTING WOMEN'S RESTROOM
EXISTING KITCHEN
EXISTING WALK-IN KEGGERATOR
EXISTING WALK-IN FREEZER
Liquor Storage
Stove
Flat
Oven
Fryers
Fridge
Liquor storage
EXISTING KITCHEN
EXISTING BAR
Liquor Storage
Liquor Storage
Soda
EXISTING DRY STORAGE & OFFICE
EXISTING
EXISTING DINING
EXISTING DINING
E/E
NEW PATIO
E/E
E/E
EXISTING PATIO
EXISTING CONC. ENTRANCE
NEW CONC. LANDING PAD
3646 sf
NOTE:
= Serving Areas
NOTE:
= LIQUOR STORAGE
FLOOR PLAN
N

CHANDLER arizona
Community of Innovation

**City Council Memorandum Management Services Memo No. 25-117**

**Date:** June 23, 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:** Withdrawal Series 12, Restaurant Liquor License Application for Jared Michael Repinski, Agent, Tap N Taco CH1, LLC, DBA Tap N Taco

---

## Proposed Motion:

Move to accept withdrawal of the application for a Series 12, Restaurant Liquor License for Jared Michael Repinski, Agent, Tap N Taco CH1, LLC, DBA Tap N Taco, located at 141 S. Arizona Avenue.

## Discussion:

The following application for a liquor license was posted for hearing on June 12, 2025:

New License, Series 12, Restaurant Liquor License for Jared Michael Repinski, Agent, Tap N Taco CH1, LLC, DBA Tap N Taco, located at 141 S. Arizona Avenue.

On June 3, 2025, the applicant submitted a Notice to Withdraw the above application for a Series 12, Restaurant Liquor License, citing construction delays and an intent to refile at a later date.

---

## Attachments

Withdrawal Form

Received

JUN 03 2025

City of Chandler
Tax & License Division

'25 6 2 Liqr. Dept PM 2:17

# APPLICATION WITHDRAWAL

DLLC USE ONLY

| | |
|---|---|
| Job #: | 340168 |
| Date Accepted: | 6/2/25 |
| CSR: | RG |

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

**Type or Print with Black Ink**

License Number: Job #340168

Agent / Individual Name: Repinski (Last) Jared (First) Michael (Middle)

Premises Name (Doing Business As-DBA): Tap N Taco

Premises Address: 141 S Arizona Ave., Chandler AZ 85225 (Street / City / State / Zip Code)

Mailing Address: P.O. Box 6252 Chandler AZ 85246

## REASON FOR WITHDRAWAL

Construction delays - plan to refile in a few months

(USE BACK OF PAGE IF NECESSARY)

**Declaration:**

I, (Print Name) Jared Michael Repinski, declare under penalty of perjury that I am authorized by the licensee to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

Signature

| REVIEW | EMPLOYEE | DATE |
|---|---|---|
| Customer Service Representative | | 6/2/25 |
| Investigations (Pending Applications) | Kelsea Reed #100 | 06/03/25 |
| Licensing Manager | Jennifer Benson | 06/02/25 |
| Liquor Board (Hearing files only) | | |

**DISPOSITIONS**

- ☐ Letter Attached _____
- ☐ Revoked-Order#_____
- ☐ Reverted-Order# _____
- ☐ Intent to Halt
- ☐ Application Denied
- ☐ Application Withdrawn

#_____



Individuals requiring ADA accommodations please call (602)542-2999

CHANDLER arizona
Community of Innovation

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

**Date:** June 23, 2025
**To:** Vice Mayor and Council
**From:** Mayor Kevin Hartke
**Subject:** Employment Agreement with Presiding City Magistrate

## Proposed Motion:

Move City Council approve the Presiding City Magistrate Employment Agreement with Alicia Skupin for the term of July 1, 2025, through June 30, 2027.

## Background/Discussion

On June 9, 2025, the Mayor and Council conducted the annual performance review of the Presiding City Magistrate. As a result of the review, the Council directed staff to prepare an employment agreement to be entered into between the City and Alicia Skupin for a two-year term.

## Attachments

Presiding City Magistrate Employment Agreement

**CHANDLER PRESIDING CITY MAGISTRATE**
**EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and ALICIA MORRISON SKUPIN (the "Employee"), (the City and the Employee may individually be referred to as the "Party" and collectively referred to as the "Parties") on this ____ day of_____, 2025 (Effective Date).

RECITALS

WHEREAS, the City desires to employ the services of the Employee as Presiding City Magistrate of the City of Chandler, Arizona; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of the Employee and to provide inducement for the Employee to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, (3) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating the Employee's services at such time as the Employee may be unable to fully discharge the Employee's duties or when the City may desire to otherwise terminate the Employee's employ; and

WHEREAS, the Employee desires to accept employment as the Presiding City Magistrate of the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Duties**

The City agrees to engage the Employee as the Presiding City Magistrate of the City to perform the functions and duties specified in the City Charter and City Code and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

**Section 2. Term**

A. The term of this Agreement shall be from July 1, 2025, through June 30, 2027.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Employee as provided by State law, subject only to the provisions set forth in Section 4 of the Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from employment with the City, subject only to the provision set forth in Section 3 of the Agreement.

D. The Employee agrees to remain in the exclusive employ of the City and neither to accept, nor to become employed by any other employer. This provision does not prohibit the Employee from occasionally teaching on the Employee's time off with the advance approval of the Mayor.

**Section 3. Resignation, Termination & Severance**

A. In the event the Employee voluntarily resigns from employment with the City before the expiration of the Term of the Agreement set forth under Section 2, then Employee shall give the City a minimum of two months advance notice before the Employee's final date of employment, or such advance notice as may be otherwise mutually agreed upon.

B. If the Agreement is allowed to expire without a follow-on Agreement while Employee is still willing and able to perform the duties required under this Agreement, the City agrees to provide one of the following severance packages, which must be elected by Employee no later than five business days after Employee's receipt of the notice of termination or decision not to renew the Agreement, or Employee's involuntary resignation. Once selected, Employee's severance package may not be changed.

Option 1:

- A single lump sum severance payment in an amount equivalent to four months' aggregate salary at the then-current rate of pay, deferred compensation thereon, and the value of 100% of Employee's accrued vacation leave and 50% of accrued sick leave.

- The City's share of life insurance coverage and City-paid medical, dental, and vision COBRA continuation coverage for four months.

Option 2:

- Continuing pay and benefits for up to six months or until Employee commences retirement or obtains other full-time employment and benefits coverage through a group health insurance plan from Employee's new employer, whichever occurs sooner, as follows:

- Pay and deposits of deferred compensation based on Employee's then-current salary paid every two weeks concurrently with the regular City payroll.
- The continuation of City benefits based on Employee's elections at the time of termination.

- A lump sum payment of the value of 100% of Employee's accrued vacation leave and 50% of accrued sick leave to be made at the time of Employee's final check.

C. The Employee shall be ineligible for the severance options set forth under 3.B. if Employee's services are terminated for cause as provided in Section 4 during the term of the Agreement. Termination for cause includes the Employee's resignation in lieu of termination.

**Section 4. Disciplinary Action**

The Employee shall be held to high standards of conduct that would be expected of a Chandler Presiding City Magistrate and member of the Arizona judiciary. The Employee may be subject to disciplinary action up to and including termination for cause. Cause for disciplinary action includes violations of City rules, policies, and regulations that would result in disciplinary action if committed by other City employees; violations of the Chandler City Charter or City Code; violations of State or Federal law; and conduct that is inconsistent with the Code of Judicial Conduct, Administrative Order No. 2005-32 of the Supreme Court of Arizona, and any other Rule or law governing the conduct of judges in Arizona. The Employee shall be given notice and an opportunity to be heard in any disciplinary action.

**Section 5. Salary**

A. The City agrees to pay the Employee for the services rendered pursuant to this Agreement an annual salary payable in installments at the same time regular employees of the City are paid as follows:

| Time Period | Annual Salary |
|---|---|
| July 1, 2025, through June 30, 2026 | $270,899.20 |
| July 1, 2026, through June 30, 2027 | $294,382.40 |

B. Ongoing salary adjustments and merit increases approved for regular, unrepresented employees during the term of the Agreement shall not apply to the Employee.

C. If, during the term of the Agreement, the City agrees to provide any payment to all regular, unrepresented employees that is not added to base salaries, and is not equivalent to a longevity payment to employees with a merit-eligible performance rating who are at the top of their pay range, the City shall pay the Employee the same amount or percentage approved for such employees.

**Section 6. Hours of Work**

A. The Employee shall work a full-time schedule of no fewer than 40 hours per week except when a City holiday occurs or when a leave of absence is approved by the Mayor or a sick leave is taken as provided under the City Personnel Rules.

B. In the event the Employee is required to work more than 40 hours in a week, the Employee shall not be compensated for the additional time.

**Section 7. Dues and Subscriptions**

The City shall budget for and pay the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to the City's determination of necessity.

**Section 8. Professional Development**

The City shall budget for and pay the travel and subsistence expenses of the Employee for professional and official travel, meetings, and events that support the Employee's continued professional development and participation in necessary national, regional, state, and local governmental groups, and committees thereof, in which Employee serves as a member, subject to the City's determination of necessity.

**Section 9. Other Terms and Conditions of Employment**

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions do not interfere with the judicial integrity and independence of the Employee and are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter and Code, or any other law.

B. All provisions of the City Charter and Code, and the Personnel Rules, Policies, and Administrative Regulations of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of the Employee. The Employee shall pay the

same amount of employee and dependent premiums for the City health and dental plans as paid by other employees of the City.

C. The Employee shall accrue vacation and sick leave benefits as follows:

1. Vacation: The Employee shall accrue vacation hours as set forth under Personnel Rule 15, Section 4(C). Personnel Rule 15, Section 5 shall apply to the Employee's accrual of vacation credits in excess of 320 hours. Excess vacation hours may be contributed to the Post Employment Health Plan (PEHP) as provided in CC-Reg. CM-57.

2. Sick Leave: The Employee shall accrue and use sick leave, including Statutory Sick Leave, as set forth in Personnel Rule 15 and may convert sick leave to vacation credits as provided under Rule 15 and the Sick Leave Conversion Program, CC-Reg. CM-71.

D. Payment of sick leave upon leaving City service or death:

1. Upon leaving City service, the Employee shall be entitled to compensation for accumulated sick leave under the provisions of the Personnel Rules governing payment of sick leave for regular employees upon retirement.

2. If the Employee dies prior to leaving City service, the Employee's beneficiaries shall be entitled to compensation pursuant to the Personnel Rules.

E. The Employee shall be covered by the City's insurance for malpractice and errors and omissions.

F. The Employee shall be entitled to annual deferred compensation in an amount equal to seven percent (7%) of the Employee's base salary. This amount shall be paid in equal bi-weekly amounts and deposited into the City's deferred compensation plan on a bi-weekly basis. The Employee may contribute additional amounts up to the maximum allowed by law.

G. The City shall provide term life insurance in an amount equal to 1.5 times the Employee's annual salary payable to the Employee's designated beneficiaries.

H. The City shall provide a $40 per month allowance for the use of the Employee's own personal cell phone for City business. This allowance will be paid on a bi-weekly basis.

**Section 10. General Provisions**

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. If any provisions or any portion thereof, contained in this Agreement are held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**Section 12. Reappointment**

Nothing in this Agreement shall give the Employee an employment right beyond the terms set forth herein. Pursuant to Chandler Charter Section 2.09(c) reappointment of the Employee shall be at the pleasure of the City Council.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement.

**FOR THE CITY**

By: _____
MAYOR

**FOR THE EMPLOYEE**

By: _____
ALICIA MORRISON SKUPIN

**APPROVED AS TO FORM:**

By: _____
City Attorney

**ATTEST:**

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

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

| | |
|---|---|
| **Date:** | June 23, 2025 |
| **To:** | Vice Mayor and Council |
| **From:** | Mayor Kevin Hartke |
| **Subject:** | Employment Agreement for City Magistrates |

## Proposed Motion:

Move City Council approve the City Magistrate employment agreements with Michelle Lue Sang, Alexa Nolle, and Scott Silva, through June 30, 2027.

## Background/Discussion

On June 9, 2025, the Mayor and Council met in executive session to discuss the terms and conditions of the City Magistrate employment. As a result, the Council directed staff to prepare an employment agreement between the City and Michelle Lue Sang for a two-year term, an employment agreement between the City and Alexa Nolle for a two-year term, and an employment agreement between the City and Scott Silva for a two-year term.

## Attachments

Lue Sang Employment Agreement

Nolle Employment Agreement

Silva Employment Agreement

**CHANDLER CITY MAGISTRATE**
**EMPLOYMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and MICHELLE LUE SANG (the "Employee"), (the City and the Employee may individually be referred to as "Party" and collectively referred to as "the Parties") on this _____ day of _____, 2025 (Effective Date).

RECITALS

WHEREAS, the City desires to employ the services of the Employee as City Magistrate of the City of Chandler, Arizona; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of the Employee and to provide inducement for the Employee to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, (3) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating the Employee's services at such time as the Employee may be unable to fully discharge the Employee's duties or when the City may desire to otherwise terminate the Employee's employ; and

WHEREAS, the Employee desires to accept employment as a City Magistrate of the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Duties**

The City hereby agrees to engage the Employee as a City Magistrate of the City to perform the functions and duties specified in the City Charter and City Code and to perform such other legally permissible and proper duties and functions as the City Council and Presiding City Magistrate shall from time to time assign.

**Section 2. Term**

A. The term of this Agreement shall be from July 1, 2025, through June 30, 2027.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Employee as provided by State law.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from employment with the City, subject only to the provisions set forth in Section 3 of this Agreement.

D. Outside employment of the Employee shall not be permitted without the written permission of the Presiding City Magistrate. Such permission will not be given if it is determined that such employment is likely to:

1. Physically or mentally hamper the Employee in his or her ability to do the job required by the City;

2. Bring discredit to the City service, the Court, or the Employee;

3. Be in conflict with the Employee's duties as a City Magistrate and/or employee of the City.

**Section 3. Resignation**

In the event the Employee voluntarily resigns from employment with the City before the expiration of the term of this Agreement, the Employee shall give the Presiding City Magistrate a minimum of two months written advance notice, or such advance notice as may be otherwise mutually agreed upon.

**Section 4. Disciplinary Actions**

A. The Employee works at the direction of the Presiding City Magistrate and will be held to the high standards of conduct expected of a judicial officer and an employee of the City. The Employee shall be subject to disciplinary action up to and including dismissal for deficient performance or conduct that is inconsistent with the Code of Judicial Conduct or would result in disciplinary action if committed by any other City employee. The Presiding City Magistrate may issue discipline to the Employee in the form of a written reprimand or an unpaid disciplinary suspension of fewer than 30 days.

B. For suspensions without pay of fewer than 30 days, the process for issuing discipline set forth in Personnel Rule 5, section 1, shall be followed including the issuance of a written pre-disciplinary notice which states the specific reason(s) and supporting evidence for the disciplinary action, an opportunity for the Employee to respond, and a final determination by the Presiding City Magistrate. The Employee may appeal an unpaid suspension to the City Council within five (5) workdays of receiving the Presiding City

Magistrate's final notice of suspension without pay. The City Council shall set a hearing for the Presiding City Magistrate and the Employee to present their respective positions on why the discipline should or should not be upheld. The City Council's decision on the matter shall be rendered in open session and shall be final and not subject to appeal.

C. If the Presiding City Magistrate determines the Employee's conduct warrants a suspension without pay of 30 days or more, demotion, or dismissal, the Presiding City Magistrate shall refer the disciplinary action to the City Council unless both the Employee and the Presiding City Magistrate stipulate that the Employee will accept as final the Presiding City Magistrate's decision regarding the unpaid suspension, demotion, or dismissal. Before referring the disciplinary action to the City Council, the Presiding City Magistrate shall issue to the Employee a notice of intent to recommend the specific disciplinary action and provide the Employee with three workdays following receipt of the notice to respond in writing stating why the proposed disciplinary action should not be taken. Within three workdays from receipt of the Employee's response, the Presiding City Magistrate may decide to rescind the notice of intent or may refer the notice and the Employee's response to the City Council for a final decision. Following receipt of the notice and the Employee's response, the City Council shall set a hearing for the Presiding City Magistrate and the Employee to present their respective positions on why the action should or should not be taken. The City Council's decision on the matter shall be rendered in open session and is final and not subject to appeal.

D. The Presiding City Magistrate may suspend the Employee with pay whenever the Presiding City Magistrate believes such a suspension would be in the best interest of the Court. Suspension with pay shall not be considered a disciplinary action and the Employee shall have no appeal rights.

**Section 5. Salary**

A. The City agrees to pay the Employee for the services rendered pursuant to this Agreement an annual salary payable in installments at the same time regular employees of the City are paid as follows:

| **Time Period** | **Annual Salary** |
|---|---|
| July 1, 2025 through June 30, 2026 | $ 209,289.60 |
| July 1, 2026 through June 30, 2027 | $ 217,672.00 |

If during the term of this Agreement the base salary of any other City Magistrate changes in accordance with the terms of his or her Agreement, then the Employee's annual base salary shall change to be equal to that of the other City Magistrate and such change shall

be effective as of the same effective date as the change to the other City Magistrate's salary.

B. Ongoing annual salary adjustments and merit increases approved for non-represented employees shall not apply to the Employee during the term of the Agreement.

C. If, during the term of this Agreement, the City agrees to provide any payment to all non-represented employees that is not added to base salaries, and is not equivalent to a longevity payment to employees with a merit-eligible performance rating who are at the top of their pay range, the City agrees to pay the Employee the same amount or percentage approved for such employees.

**Section 6. Hours of Work**

A. The Employee shall work no fewer than 40 hours per week except when a City holiday occurs or when a leave of absence is approved by the Presiding City Magistrate or a sick leave is taken as authorized under the City Personnel Rules.

B. In the event Employee is required to work more than 40 hours in a week, the Employee shall not be compensated for the additional time.

**Section 7. Dues and Subscriptions**

The City shall budget for and pay the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to the City's determination of necessity.

**Section 8. Professional Development**

The City shall budget for and pay the travel and subsistence expenses of the Employee for professional and official travel, meetings, and events that support the Employee's continued professional development and participation in necessary national, regional, state, and local governmental groups, and committees thereof, on which the Employee serves as a member, subject to City's determination of necessity.

**Section 9. Other Terms and Conditions of Employment**

A. The City Council shall fix such other terms and conditions of employment as it may determine from time to time relating to performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

B. All provisions of the City Charter and Code, and the Personnel Rules, Policies, and Administrative Regulations of the City relating to vacation and sick leave, retirement and retirement system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of the Employee. The Employee shall pay the same amount of employee and dependent premiums for the City health and dental plans as paid by other employees of the City.

C. The Employee shall accrue vacation and sick leave benefits as follows:

1. Vacation: The Employee shall accrue vacation hours as set forth under Personnel Rule 15, Section 4(C). Personnel Rule 15, Section 5 shall apply to the Employee's accrual of vacation credits in excess of 320 hours. Excess vacation hours may be contributed to the Post Employment Health Plan (PEHP) as provided in CC-Reg. CM-57.

2. Sick Leave: The Employee shall accrue and use sick leave, including Statutory Sick Leave, as set forth in Personnel Rule 15 and may convert sick leave to vacation credits as provided under Rule 15 and the Sick Leave Conversion Program, CC-Reg. CM-71.

D. Payment of sick leave upon leaving City service or death:

1. Upon leaving City service, the Employee shall be entitled to compensation for accumulated sick leave under the provision of Personnel Rule 15 governing payment of sick leave for regular employees upon retirement.

2. If the Employee dies prior to leaving City service, the Employee's beneficiaries shall be entitled to compensation for the Employee's accrued sick leave as provided in Personnel Rule 15.

E. The Employee shall be covered by the City's insurance for malpractice and errors and omissions. City shall provide the Employee with term life insurance coverage in an amount equal to 1.5 times Employee's annual salary.

F. Deferred Compensation. The Employee shall receive an additional amount in deferred compensation each fiscal year to be deposited into the City's Deferred Compensation Plan as follows:

| Time Period | Amount |
|---|---|
| Fiscal Year 2025/26 | $1,000.00 |
| Fiscal Year 2026/27 | $2,000.00 |

The Employee may contribute additional amounts, up to the maximum allowed, to be deposited into the deferred compensation plan on a bi-weekly basis.

**Section 10. General Provisions**

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**Section 11. Reappointment**

Nothing in this Agreement shall give the Employee an employment right beyond the term set forth herein. In accordance with Section 2.09(c) of the Chandler City Charter, the reappointment of the Employee shall be at the pleasure of the City Council.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement.

**FOR THE CITY**

By: _____
Mayor

**FOR THE EMPLOYEE**

By: Michelle Lue Sang
Michelle Lue Sang

**APPROVED AS TO FORM:**

By: _____
City Attorney RSL

**ATTEST:**

By: _____
City Clerk

**CHANDLER CITY MAGISTRATE**
**EMPLOYMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and ALEXA NOLLE (the "Employee"), (the City and the Employee may individually be referred to as "Party" and collectively referred to as "the Parties") on this _____ day of _____, 2025 (Effective Date).

RECITALS

WHEREAS, the City desires to employ the services of the Employee as City Magistrate of the City of Chandler, Arizona; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of the Employee and to provide inducement for the Employee to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, (3) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating the Employee's services at such time as the Employee may be unable to fully discharge the Employee's duties or when the City may desire to otherwise terminate the Employee's employ; and

WHEREAS, the Employee desires to accept employment as a City Magistrate of the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Duties**

The City hereby agrees to engage the Employee as a City Magistrate of the City to perform the functions and duties specified in the City Charter and City Code and to perform such other legally permissible and proper duties and functions as the City Council and Presiding City Magistrate shall from time to time assign.

**Section 2. Term**

A. The term of this Agreement shall be from July 1, 2025, through June 30, 2027.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Employee as provided by State law.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from employment with the City, subject only to the provisions set forth in Section 3 of this Agreement.

D. Outside employment of the Employee shall not be permitted without the written permission of the Presiding City Magistrate. Such permission will not be given if it is determined that such employment is likely to:

1. Physically or mentally hamper the Employee in his or her ability to do the job required by the City;

2. Bring discredit to the City service, the Court, or the Employee;

3. Be in conflict with the Employee's duties as a City Magistrate and/or employee of the City.

**Section 3. Resignation**

In the event the Employee voluntarily resigns from employment with the City before the expiration of the term of this Agreement, the Employee shall give the Presiding City Magistrate a minimum of two months written advance notice, or such advance notice as may be otherwise mutually agreed upon.

**Section 4. Disciplinary Actions**

A. The Employee works at the direction of the Presiding City Magistrate and will be held to the high standards of conduct expected of a judicial officer and an employee of the City. The Employee shall be subject to disciplinary action up to and including dismissal for deficient performance or conduct that is inconsistent with the Code of Judicial Conduct or would result in disciplinary action if committed by any other City employee. The Presiding City Magistrate may issue discipline to the Employee in the form of a written reprimand or an unpaid disciplinary suspension of fewer than 30 days.

B. For suspensions without pay of fewer than 30 days, the process for issuing discipline set forth in Personnel Rule 5, section 1, shall be followed including the issuance of a written pre-disciplinary notice which states the specific reason(s) and supporting evidence for the disciplinary action, an opportunity for the Employee to respond, and a final determination by the Presiding City Magistrate. The Employee may appeal an unpaid suspension to the City Council within five (5) workdays of receiving the Presiding City

Magistrate's final notice of suspension without pay. The City Council shall set a hearing for the Presiding City Magistrate and the Employee to present their respective positions on why the discipline should or should not be upheld. The City Council's decision on the matter shall be rendered in open session and shall be final and not subject to appeal.

C. If the Presiding City Magistrate determines the Employee's conduct warrants a suspension without pay of 30 days or more, demotion, or dismissal, the Presiding City Magistrate shall refer the disciplinary action to the City Council unless both the Employee and the Presiding City Magistrate stipulate that the Employee will accept as final the Presiding City Magistrate's decision regarding the unpaid suspension, demotion, or dismissal. Before referring the disciplinary action to the City Council, the Presiding City Magistrate shall issue to the Employee a notice of intent to recommend the specific disciplinary action and provide the Employee with three workdays following receipt of the notice to respond in writing stating why the proposed disciplinary action should not be taken. Within three workdays from receipt of the Employee's response, the Presiding City Magistrate may decide to rescind the notice of intent or may refer the notice and the Employee's response to the City Council for a final decision. Following receipt of the notice and the Employee's response, the City Council shall set a hearing for the Presiding City Magistrate and the Employee to present their respective positions on why the action should or should not be taken. The City Council's decision on the matter shall be rendered in open session and is final and not subject to appeal.

D. The Presiding City Magistrate may suspend the Employee with pay whenever the Presiding City Magistrate believes such a suspension would be in the best interest of the Court. Suspension with pay shall not be considered a disciplinary action and the Employee shall have no appeal rights.

**Section 5. Salary**

A. The City agrees to pay the Employee for the services rendered pursuant to this Agreement an annual salary payable in installments at the same time regular employees of the City are paid as follows:

| **Time Period** | **Annual Salary** |
|---|---|
| July 1, 2025 through June 30, 2026 | $ 209,289.60 |
| July 1, 2026 through June 30, 2027 | $ 217,672.00 |

If during the term of this Agreement the base salary of any other City Magistrate changes in accordance with the terms of his or her Agreement, then the Employee's annual base salary shall change to be equal to that of the other City Magistrate and such change shall

be effective as of the same effective date as the change to the other City Magistrate's salary.

B. Ongoing annual salary adjustments and merit increases approved for non-represented employees shall not apply to the Employee during the term of the Agreement.

C. If, during the term of this Agreement, the City agrees to provide any payment to all non-represented employees that is not added to base salaries, and is not equivalent to a longevity payment to employees with a merit-eligible performance rating who are at the top of their pay range, the City agrees to pay the Employee the same amount or percentage approved for such employees.

**Section 6. Hours of Work**

A. The Employee shall work no fewer than 40 hours per week except when a City holiday occurs or when a leave of absence is approved by the Presiding City Magistrate or a sick leave is taken as authorized under the City Personnel Rules.

B. In the event Employee is required to work more than 40 hours in a week, the Employee shall not be compensated for the additional time.

**Section 7. Dues and Subscriptions**

The City shall budget for and pay the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to the City's determination of necessity.

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The City shall budget for and pay the travel and subsistence expenses of the Employee for professional and official travel, meetings, and events that support the Employee's continued professional development and participation in necessary national, regional, state, and local governmental groups, and committees thereof, on which the Employee serves as a member, subject to City's determination of necessity.

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A. The City Council shall fix such other terms and conditions of employment as it may determine from time to time relating to performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

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D. Payment of sick leave upon leaving City service or death:

1. Upon leaving City service, the Employee shall be entitled to compensation for accumulated sick leave under the provision of Personnel Rule 15 governing payment of sick leave for regular employees upon retirement.

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A. The text herein shall constitute the entire Agreement between the parties.

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Nothing in this Agreement shall give the Employee an employment right beyond the term set forth herein. In accordance with Section 2.09(c) of the Chandler City Charter, the reappointment of the Employee shall be at the pleasure of the City Council.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement.

**FOR THE CITY**

By: _____
Mayor

**FOR THE EMPLOYEE**

By: Alexa Nolle
Alexa Nolle

**APPROVED AS TO FORM:**

By: _____
City Attorney RSL

**ATTEST:**

By: _____
City Clerk

**CHANDLER CITY MAGISTRATE**
**EMPLOYMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and SCOTT SILVA (the "Employee"), (the City and the Employee may individually be referred to as "Party" and collectively referred to as "the Parties") on this _____ day of _____, 2025 (Effective Date).

RECITALS

WHEREAS, the City desires to employ the services of the Employee as City Magistrate of the City of Chandler, Arizona; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of the Employee and to provide inducement for the Employee to remain in such employment, (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future security, (3) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating the Employee's services at such time as the Employee may be unable to fully discharge the Employee's duties or when the City may desire to otherwise terminate the Employee's employ; and

WHEREAS, the Employee desires to accept employment as a City Magistrate of the City.

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A. The text herein shall constitute the entire Agreement between the parties.

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**Section 11. Reappointment**

Nothing in this Agreement shall give the Employee an employment right beyond the term set forth herein. In accordance with Section 2.09(c) of the Chandler City Charter, the reappointment of the Employee shall be at the pleasure of the City Council.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement.

**FOR THE CITY**

By: _____
Mayor

**FOR THE EMPLOYEE**

By: _____
Scott Silva

**APPROVED AS TO FORM:**

By: _____
City Attorney RBL

**ATTEST:**

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

**City Council Memorandum  Neighborhood Resources  Memo No. N/A**

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Leah Powell, Neighborhood Resources Director
**From:** Riann Balch, Community Resources Manager
**Subject:** Report of City Manager, Emergency Authorization for Heat Relief Services, and Agreement No. 4929, for Heat Relief Services

---

## Proposed Motion:

Move City Council accept and ratify this report of the emergency authorization by the City Manager, for heat relief services, and approve Agreement No. 4929, with AZCEND, for heat relief services, in an amount not to exceed $750,000, for the period of one year, May 1, 2025, through April 30, 2026, with the option of up to four one-year extensions.

## Background/Discussion:

In late March 2025, The Salvation Army, the city's contracted heat relief provider, informed the city it would not provide Respite Center services at its facility. Staff searched for alternative locations through the open market but were unable to identify a landlord willing to rent space for the intended purpose. On April 9, 2025, The Salvation Army notified the city that it would not deliver overnight respite services, regardless of the location of the Respite Center.

Staff immediately began outreach to other nonprofit organizations. AZCEND was the only agency willing to provide comprehensive heat relief services. The City Manager approved the emergency procurement of heat relief services from AZCEND on April 26, 2025, in order to meet critical deadlines to begin providing services at the commencement of the summer season. AZCEND began providing services on May 1, 2025. Staff worked with AZCEND to develop an agreement for comprehensive heat relief services, including the operation of an overnight Respite Center.

**Evaluation:**

On April 26, 2025, the City Manager determined that the above-described circumstances represented a situation where the health, safety, and welfare of the public were endangered pursuant to City Code Chapter 3-13.3, and authorized the emergency procurement of heat relief services from AZCEND. City Council was notified of this action in a memorandum dated April 30, 2025, and distributed May 2, 2025.

**Financial Implications:**

$277,270.25 is available from a contract with the Maricopa County Department of Public Health.

$472,729.75 of General Funds allocated for Heat Relief services will be utilized for this contract, which was approved as part of the FY 2025-26 Adopted Budget.

---

**Fiscal Impact**

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 101.4700.5219.0.0.0 | General Fund | N/A | $472,729.75 | N |
| 217.4700.5219.0.3NR007.0 | Grants Fund | N/A | $277,270.25 | N |

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**Attachments**

4929_Agreement

Heat Relief Locations

Docusign Envelope ID: 045C865C-1A45-4619-BCDB-9E68D23FB90D

City Clerk Document No. _____

City Council Meeting Date: June 26, 2025

**CITY OF CHANDLER SERVICES AGREEMENT**
**HEAT RELIEF SERVICES**
**CITY OF CHANDLER AGREEMENT NO. 4929**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and AZCEND, an Arizona nonprofit corporation (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 heat relief 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

Docusign Envelope ID: 045C865C-1A45-4619-BCDB-9E68D23FB90D

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**

The term of the Agreement is one year, and begins on May 1, 2025, and ends on April 30, 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 $750,000. 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**

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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

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supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this

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Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

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

| **For the City** | **For the Contractor** |
|---|---|
| Name: Christina Pryor | Name: Steve Hewitt |
| Title: Procurement and Supply Senior Manager | Title: Operations Director |
| Address: 175 S. Arizona Ave., 3rd Floor | Address: P.O. Box 591 |
| Chandler, AZ 85225 | Chandler, AZ 85244 |
| Phone: 480-782-2403 | Phone: (480) 963-1423 |
| Email: christina.pryor@chandleraz.gov | Email: steve@azcend.org |

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

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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

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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

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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

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personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

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

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

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will

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comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

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

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

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

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

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

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

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

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

| **FOR THE CITY** | **FOR THE CONTRACTOR** |
|---|---|
| By: _____ | By: _____ |
| Its: Mayor | Its: CEO |

**APPROVED AS TO FORM:**

By: _____
City Attorney

**ATTEST:**

By: _____
City Clerk

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# EXHIBIT A TO AGREEMENT
# SCOPE OF SERVICES

## Program Overview

AZCEND will assist the City of Chandler in providing comprehensive heat relief services to Chandler residents for the 2025 Heat Season. Services provided by AZCEND will include Daytime Respite Center Services, Overnight Respite Center Services and distribution of supplies to eight Cooling Centers operated throughout Chandler.

The Daytime Respite Center is a vital program aimed at reducing heat-related illnesses and fatalities among vulnerable populations, particularly people experiencing homelessness, the elderly, and individuals without reliable access to cooling. Operating 6 days a week, Monday through Friday, and Sunday, from 9:00 AM to 7:00 PM, the center offers a safe, climate-controlled space with access to water, snacks, restrooms, cooling amenities, cots to rest, and basic hygiene supplies.

To address extreme heat conditions, AZCEND will also offer consecutive overnight respite services on the hottest nights, staffed with trained personnel. Overnight services will be provided June 13, 2025, thru September 12, 2025, from 7:00 PM to 6:00 AM in coordination with the City of Chandler Heat Response Incident Command Team.

Eight Cooling Centers will operate throughout the city during the day, offering cooled indoor spaces for residents seeking relief from the heat. Amenities will include drinking fountains or bottled water, snacks, and heat relief supplies such as sunscreen, cooling towels, and socks. AZCEND will provide each location with supplies on a weekly basis. A list of Cooling Centers is included at Attachment A.

## Objectives

- Provide immediate relief from extreme heat during peak daytime hours for vulnerable individuals and families
- Offer temporary overnight respite services during periods of high heat for individuals experiencing homelessness
- Reduce the incidence of heat-related medical emergencies and deaths in Chandler, AZ
- Connect participants with community health and social services where appropriate

## Operational Period

Start Date: May 1, 2025
End Date: September 30, 2025
The operational period end-date may be extended through October 31, 2025, by agreement between the parties.

## Location and Schedule

Location: AZCEND Community Room (Max Capacity 31) and City of Chandler Senior Center (Max Capacity TBD)
Hours of Operation:

- Daytime Services: 9:00 AM – 7:00 PM (6 days per week)
- Overnight Services: 7:00 PM – 6:00 AM (June 13, 2025, thru September 12, 2025, and as needed and agreed upon between the parties.)

## Shower Trailer with Laundry Facilities

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The Contractor may purchase a shower trailer with laundry facilities with funds provided by the city. In the event that the Contractor no longer provides the services described in this agreement on behalf of the city, the Contractor will return the shower trailer with laundry facilities purchased with city funds to the city.

**Evaluation Metrics (HMIS)**

- Daily guest count
- Unduplicated guest count
- Peak use times
- Number of overnight stays
- Staff and guest incident reports
- Distribution of water/snack/hygiene items
- Connections to external services

* Contractor will engage Solari to build custom project, report, and dashboard to track heat relief data utilizing the Homeless Information Management System (HMIS).

**Additional Services**

The Contractor may provide other related services upon request from the city.

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**ATTACHMENT A TO SCOPE OF SERVICES**
**COOLING CENTERS**

| SITE | ADDRESS | HOURS |
|---|---|---|
| AZCEND (RC) | 345 S. California St, Chandler AZ 85225 | **Sun-Fri** 9am-7pm |
| Basha Library (CC) | 5990 S. Val Vista Dr., Chandler, AZ 85249 | **Mon-Wed** 7:30am-7pm **Thu-Fr** 7:30am-5pm **Sat** 9am-1pm |
| Chandler Nature Center (CC) | 4050 E. Chandler Heights Rd., Chandler, AZ 85249 | **Mon-Thu** 8am-7pm **Fr** 8am-5pm **Sat** 8am-2pm |
| Neighborhood Resources (CC) | 235 S. Arizona Ave., Chandler, AZ 85225 | **Mon-Fr** 8am-5pm |
| Downtown Library (CC) | 22 S. Delaware St., Chandler, AZ 85225 | **Mon-Wed** 9am-8pm **Thu-Sat** 9am-5pm **Sun** 9am-1pm |
| Hamilton Library (CC) | 3700 S. Arizona Ave., Chandler, AZ 85248 | **Mon-Wed** 7:30am-7pm **Thu-Fr** 7:30am-5pm **Sat** 1pm-5pm |
| Sunset Library (CC) | 4930 W. Ray Rd., Chandler, AZ 85226 | **Mon-Wed** 9am-8pm **Thu-Sat** 9am-5pm **Sun** 1pm-5pm |
| Tumbleweed (CC) | 745 E. Germann Rd., Chandler, AZ 85286 | **Mon-Fri** 5am-8pm **Sat** 7am-8pm **Sun** 10pm-5pm |
| Salvation Army (CC) | 85 E. Saragosa St. Chandler, AZ 85225 | **Mon-Fri** 11am to 5pm |

**Legend:**
RC - Respite Center
CC - Cooling Center

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**EXHIBIT B TO AGREEMENT**
**COMPENSATION AND FEES**

## 22 Week Program + Optional 31-Day Extension

| Item | Estimated Cost |
|---|---|
| Staffing | $214,320.00 |
| Employee Related Expenses | $47,653.00 |
| **TOTAL PERSONNEL** | **$261,973.00** |
| | |
| Overnight Security | $80,080.00 |
| Water Bottles and Hydration | $4,128.00 |
| Pre-Packaged Snacks | $4,837.00 |
| Breakfast | $20,555.00 |
| Lunch | $15,555.00 |
| Dinner | $30,555.00 |
| Heat Relief Kits | $4,127.00 |
| Overnight Heat Relief Supplies | $4,000.00 |
| PPE (Masks, gloves, cleaning supplies) | $5,182.00 |
| Laundry Supplies | $4,127.00 |
| Cleaning Services | $6,500.00 |
| Utilities (A/C, water, trash) | $11,018.00 |
| Contingency (emergencies, repairs, overtime, etc.) | $16,500.00 |
| Indirect Costs | $38,460.00 |
| **TOTAL SUPPLIES AND OPERATIONS** | **$245,624.00** |
| | |
| **TOTAL PERSONNEL, SUPPLIES, AND OPERATIONS** | **$507,597.00** |

## One Time Cost Estimates

| Item | Estimated Cost |
|---|---|
| Shower Trailer with Laundry Facilities | $100,000.00 |
| Plumbing and Electrical for Shower Trailer | $9,000.00 |
| Folding Chairs, Cots, Mats | $5,000.00 |
| First Aid Supplies and Defibrillator | $2,400.00 |
| Blue Lights and Smart Sensor (4) | $2,500.00 |
| Cameras (4) | $7,500.00 |
| Dog Crates (2) | $300.00 |
| Ice Machine | $7,500.00 |
| Water Fountain and Refill Station | $1,500.00 |
| Lockers and Locks | $2,500.00 |
| Printed Materials and Signage | $200.00 |
| Building Modifications | $60,000.00 |
| **TOTAL ONE TIME COSTS** | **$198,400.00** |

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**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

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to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

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

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Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

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

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

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

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

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

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

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**EXHIBIT D TO AGREEMENT**
**SPECIAL CONDITIONS**

**Contractor and Subcontractor Worker Background Screening**. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

**Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement. The Contractor will comply with all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal record checks that relate to contract performance. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited to the following: A.R.S. § 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal record checks are hereby incorporated in their entirety as provisions of this Agreement.

**Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to

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provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

**Contractor Certification**. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

**Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts**. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

**Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

**Continuing Duty, Audit**. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

# 2025 Chandler Heat Relief Locations

| SITE | ADDRESS | HOURS |
|---|---|---|
| AZCEND (RC) | 345 S. California St, Chandler AZ 85225 | **Sun-Fri** 9am-7pm |
| Basha Library (CC) | 5990 S. Val Vista Dr., Chandler, AZ 85249 | **Mon-Wed** 7:30am-7pm **Thur-Fr** 7:30am-5pm **Sat** 9am-1pm |
| Chandler Nature Center (CC) | 4050 E. Chandler Heights Rd., Chandler, AZ 85249 | **Mon-Thu** 8am-7pm **Fr** 8am-5pm **Sat** 8am-2pm |
| Neighborhood Resources (CC) | 235 S. Arizona Ave., Chandler, AZ 85225 | **Mon-Fr** 8am-5pm |
| Downtown Library (CC) | 22 S. Delaware St., Chandler, AZ 85225 | **Mon-Wed** 9am-8pm **Thur-Sat** 9am-5pm **Sun** 9am-1pm |
| Hamilton Library (CC) | 3700 S. Arizona Ave., Chandler, AZ 85248 | **Mon-Wed** 7:30am-7pm **Thur-Fr** 7:30am-5pm **Sat** 1pm-5pm |
| Sunset Library (CC) | 4930 W. Ray Rd., Chandler, AZ 85226 | **Mon-Wed** 9am-8pm **Thur-Sat** 9am-5pm **Sun** 1pm-5pm |
| Tumbleweed (CC) | 745 E. Germann Rd., Chandler, AZ 85286 | **Mon-Fri** 5am-8pm **Sat** 7am-8pm **Sun** 10pm-5pm |
| Salvation Army (CC) | 85 E. Saragosa St. Chandler, AZ 85225 | **Mon-Fri** 11am to 5pm |

**Legend:**

RC - Respite Center

CC - Cooling Center

CHANDLER arizona
Community of Innovation

**City Council Memorandum** **Police Memo No.** 25-058

| | |
|---|---|
| **Date:** | June 23, 2025 |
| **To:** | Mayor and Council |
| **Thru:** | Joshua H. Wright, City Manager<br>Tadd Wille, Assistant City<br>Bryan Chapman, Police Chief |
| **From:** | Melanie Smith, Senior Management Analyst |
| **Subject:** | Resolution No. 5918 ADOA Grant Agreement for 911 Services |

## Proposed Motion:

Move City Council pass and adopt Resolution No. 5918, authorizing a grant agreement with the Arizona Department of Administration for financial reimbursement in the amount of $210,446 for Maricopa Region 911 Services for Fiscal Year 2025-26.

## Background/Discussion:

In 2021, the Arizona Department of Administration (ADOA) State 911 Office conducted a competitive process and awarded AT&T the contract for Next Generation 911 Call Handling Equipment. The network and call handling equipment quotes provided by the vendors offered services at a lower cost than the Maricopa Region was operating.

In 2023, the Maricopa Association of Governments (MAG) commissioned a 911 Study Committee to evaluate services in the Maricopa Region. The Study Committee was represented by various law enforcement and fire agencies throughout the Maricopa Region. City of Chandler representatives on the 911 Study Committee included City Manager Joshua Wright, former Assistant Police Chief David Ramer (since retired), Police Communications Technology Senior Manager Michelle Potts (as Vice Chair of the MAG 911 Oversight Team), and Police Communications Senior Manager Stephanie Heinzelman (as Chair of the MAG Public Safety Answering Point Managers Committee).

The 911 Study Committee contracted Federal Engineering as the consultant to review the options and make recommendations on regional services. Among the (7) options provided by the consultant included upgrading the existing Maricopa Region 911 network, consolidation of 911 Emergency Communications Centers across agencies, and moving to the State's 911 Managed Services through AT&T. The final determination by MAG was to sunset the Maricopa Region 911 technical team and transition all Public Safety Answering Points (PSAPs) to contracted services through AT&T for Maricopa Region's 911 services.

The AT&T offering will continue to provide interoperability solutions between agencies, including the ability to answer 911 calls from another agency. Service level agreements were negotiated between the State 911 Office and the contracted vendors to ensure accountability on 911 services. The reduced cost provides the State 911 Office opportunities to evaluate the latest technology available for 911 Emergency Communications Centers and potentially provide additional funding.

On September 12, 2024, City Council approved the purchase of 911 call handling equipment from AT&T Corp. for fiscal years 2024-2025 through 2029-2030 in a cumulative amount not to exceed $1,327,644.57. This agreement allows the City to receive $210,446 in grant funding toward this purchase in fiscal year 2024-2025.

**Financial Implications:**

The Arizona Department of Administration's State 911 Office will reimburse the Chandler Police Department for up to $210,446 of 911 call handling services.

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**Attachments**

Resolution 5918 PD 911 FY2026 Agreement

Chandler 911 - FY2026 Grant Agreement

**RESOLUTION NO. 5918**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE GRANT AGREEMENT BETWEEN THE CITY OF CHANDLER, ARIZONA ON BEHALF OF THE CHANDLER POLICE DEPARTMENT AND THE ARIZONA DEPARTMENT OF ADMINISTRATION FOR THE ACCEPTANCE OF A FINANCIAL REIMBURSEMENT FOR THE PURCHASE OF 9-1-1 CALL HANDLING EQUIPMENT AND RELATED SERVICES.

WHEREAS, the Maricopa County Association of Governments commissioned a 9-1-1 Study Committee to evaluate 9-1-1 services in the Maricopa Region resulting in the determination to sunset the Maricopa Region 9-1-1 technical team and transition all Public Safety Answering Points (PSAPs) to contracted services through AT&T for the Maricopa Region's 9-1-1 services; and

WHEREAS, on September 12, 2024, the City Council of the City of Chandler, Arizona, approved the purchase of 9-1-1 call-handling equipment, utilizing the State of Arizona Contract No. CTR055782, with AT&T Corp. for Fiscal Years 2024-25 through 2029-30 in an amount not to exceed $1,327,644.57; and

WHEREAS, pursuant to A.R.S. § 41-704, the Arizona Department of Administration is authorized to administer the emergency telecommunications services revolving fund in accordance with A.R.S. § 11-951, 11-952, and 41-101.01; and

WHEREAS, the Chandler Police Department (the "Department") will receive reimbursement in the amount of $210,446 for FY 2025-26 for the purchase of 9-1-1 call handling equipment and related services; and

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

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

Section 1. Authorizing the grant agreement between the City of Chandler, Arizona on behalf of the Chandler Police Department and the Arizona Department of Administration for the acceptance of financial reimbursement for the purchase of 9-1-1 call handling equipment and related services in the amount not to exceed $210,446.

Section 2. Authorizing the Police Chief of the Chandler Police Department, or his designee, to execute the grant agreement and any other necessary or desirable instruments in connection with such grant agreement and take such actions necessary to comply with the terms of the grant agreement and perform all acts necessary to give effect to this Resolution.

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

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5918 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of June, 2025, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-26-05

This Grant Agreement (**"Agreement"**) is between the City of Chandler, Arizona, on behalf of the Chandler Police Department, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

## AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

## BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

## PURPOSE OF THE AGREEMENT

**3.** Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

## TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2025 and terminate on June 30, 2026. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

## OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
   - 5.1. Grantee agrees that grant funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines and special conditions. ADOA supports the use of these funds in accordance with the ARS § 41-704 for activities such as:
     - 5.1.1. Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
     - 5.1.2. Facilitate the migration of the State's PSAPs to the Next Generation of 9-1-1 capability
     - 5.1.3. Migration to an Emergency Services IP-enabled (ESINet) network
     - 5.1.4. Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.
     - 5.1.5. The National Emergency Number Association (NENA) defines NG9-1-1 as: "An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations."

5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:

5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator's agency.

5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.

5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.

5.2.4. Supplies. Costs associated with supplies related to System Administration functions.

5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.

5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

5.12. Required activity and financial reports are submitted according to the following schedule(s):

| | ACTIVITY REPORTS | |
|---|---|---|
| | **Report Due:** | **Due Date:** |
| | GIS Data Submissions | Quarter 1<br>September 30, 2025<br><br>Quarter 2<br>December 31, 2025<br><br>Quarter 3<br>March 31st, 2026<br><br>Quarter 4<br>June 30th, 2026 |

| FINANCIAL REPORTS | | | |
|---|---|---|---|
| **Report Period:** | **Due Date:** | **Report Period:** | **Due Date:** |
| July 1 – July 31 | August 30 | January 1 – January 31 | February 28 |
| August 1 – August 31 | September 30 | February 1 – February 29 | March 30 |
| September 1 – September 30 | October 30 | March 1 – March 31 | April 30 |
| October 1 – October 31 | November 30 | April 1 – April 30 | May 30 |
| November 1 – November 30 | December 30 | May 1 – May 31 | June 30 |
| December 1 – December 31 | January 30 | June 1 – June 30 | July 30 |

*More frequent reports may be required for GRANTEES who are considered high risk.

6. Responsibilities of the State:

6.1. It is agreed and understood that ADOA's total payment under this Agreement shall not exceed $210,446 in state funds.

6.2. Once ADOA approves the financial reimbursement request, payment to the Grantee will be completed within 10 business days.

6.3.

| APPROVED LINE ITEM PROGRAM BUDGET | |
|---|---|
| Personnel | $0.00 |
| Fringe Benefits | $0.00 |
| Travel | $0.00 |
| Equipment | $0.00 |
| Supplies | $0.00 |
| Contractual/Outside Services | $207,000 |
| Construction | $0.00 |

| | |
|---|---|
| Other Costs | $3,446 |
| **Total** | $210,446 |

## UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

   7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other "records" relating to the agreement's acquisition and performance for five (5) years after the completion of the award. All records shall be inspected and audited by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.

   7.2. Non-Discrimination. The grantee shall comply with State Executive Orders Nos. 2023-01 and 2009-09 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

   7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.

   7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities and the grantee's processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees' facilities nor Materials testing shall constitute final acceptance of the Materials or Services.

   7.5. Advertising, Publishing, and Promotion of Award. The grantee shall not use, advertise, or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.

8. Federal Immigration and Nationality Act. The grantee shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the award term. The State shall retain the right to perform random audits of grantee records or inspect papers of any employee to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default, and suspension.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations, or for any reason, and these Materials or Services are not funded, the State may take any of the following actions:

    10.1.1. Accept a decrease in the award offered to the grantee;

    10.1.2. Cancel the award, or

    10.1.3. Cancel the award and resolicit the requirements.

11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement professionally, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the award's requirements. Grantee further warrants that its key personnel will maintain all certifications relevant to their work, and grantee shall provide individual evidence of certification to the State's authorized representatives upon request.

12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the Grants Administrator determines that the grantee submitted an application with a false statement or made material misrepresentations during the performance of the award, the Grants Administrator may determine that the grantee has materially breached the agreement and may void the submitted application and any resulting agreement.

13. Agreement Termination

    13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.

    13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination, and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

14. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

15. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

18. This Agreement contains the entire agreement of the Parties with respect to its subject matter. It supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

24. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

27. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:
Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:
City of Chandler, Arizona, on behalf of the Chandler Police Department
Mail Stop 303 P.O. Box 4008
Chandler, AZ 85244-4008
ATTENTION: Stephanie Heinzelman

Arizona Department of Administration
**Arizona 9-1-1 Program**

**GRANT AGREEMENT CONTINUATION SHEET**
**SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to ADOA. If a service plan is incomplete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements are made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. The GRANTEE must notify ADOA within 10 days if it is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility for the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions " document. Vendor account set-up and payment information can be found at: https://gao.az.gov.

5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, to support ongoing statewide initiatives. The data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytics tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
**FOR GRANTEE**:

| | |
|---|---|
| Authorized Signatory | Date |
| Printed Name and Title | |
| Additional signature(s) if required by political subdivision | Date |
| Printed Name and Title | Date |

**FOR ARIZONA DEPARTMENT OF ADMINISTRATION:**

| | |
|---|---|
| Arizona 9-1-1 Program<br>Arizona Department of Administration | Date |

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CHANDLER arizona
Community of Innovation

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

**Date:** June 23, 2025
**To:** Mayor and Council
**Thru:** Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
**From:** Donny Witt, Police Technology Senior Manager
**Subject:** Purchase of Replacement Cloud Edge Router and Switches for the Police Department

## Proposed Motion:

Move City Council approve the purchase of cloud edge router and switches, from Hye Tech Network and Security Solutions, LLC, utilizing the 1GPA Contract No. 22-02PV-08, in an amount not to exceed $189,271.

## Background/Discussion:

To support the transition of the Records Management System (RMS) and Computer-Aided Dispatch (CAD) to cloud-hosted platforms, cloud edge routers are required. These routers will ensure secure, high-availability connectivity between the on-premise network and the cloud environment. They provide the necessary bandwidth, redundancy, and security protocols to support reliable access to mission-critical systems. This investment is a key component of infrastructure modernization and will help maintain operational continuity during and after the migration.

## Evaluation:

The Paradise Valley Unified School District, on behalf of 1GPA, competitively solicited and awarded a contract for technology and audio/visual services to Hye Tech Network and Security Solutions, LLC. The city has a current agreement with 1GPA allowing for the cooperative use of this contract. Staff recommends the purchase of the services through this cooperative contract.

## Fiscal Impact

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 101.2065.5345.0.0.0 | General Fund | N/A | $189,271 | N |

CHANDLER arizona
Community of Innovation

**City Council Memorandum** **Public Works & Utilities** **Memo No.** RE25-067

**Date:** June 23, 2025

**To:** Mayor and Council

**Thru:** Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, Capital Projects Division Manager

**From:** Erich Kuntze, Real Estate Administrator

**Subject:** Introduction and Tentative Adoption of Ordinance No. 5126, Granting a Non-Exclusive Power Distribution Easement to Salt River Project Agricultural Improvement and Power District (SRP), at No Cost, for the Electrical Facilities Required for the New Pickleball and Tennis Courts at Tumbleweed Park

---

**Proposed Motion:**

Move City Council introduce and tentatively adopt Ordinance No. 5126, granting a non-exclusive power distribution easement to SRP, at no cost, for the electrical facilities required for the new pickleball and tennis courts at Tumbleweed Park.

**Background:**

In October 2023, in response to the increasing popularity of pickleball and the enthusiasm of Chandler residents for the sport, City Council approved the design of a new pickleball complex at Tumbleweed Park, located at the southeast corner of East Germann Road and South Pioneer Parkway. The project includes 18 pickleball courts and accompanying lighting, shade ramadas, restrooms, practice areas, lighting, equipment storage, drinking fountains, and parking, as well as the design of an additional three tennis courts and accompanying lighting updates at the adjacent Chandler Tennis Center.

Due to the new lighting included in the project scope, a new SRP electrical service for the site is required. SRP requests the city grant a public utility easement for the maintenance of this infrastructure. This easement will be granted at no cost as it supports a city project. Staff has reviewed and approved the easement document and legal description.

## Attachments

Ordinance No. 5126
Location Map

**ORDINANCE NO. 5126**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING A NON-EXCLUSIVE POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, AT NO COST, FOR ELECTRICAL FACILITIES REQUIRED FOR NEW PICKLEBALL AND TENNIS COURTS AT TUMBLEWEED PARK.

WHEREAS, the City of Chandler is in the process of building new pickleball courts at Tumbleweed Park (the "Project"); and

WHEREAS, in order to accommodate the construction of the Project, Salt River Project Agricultural Improvement and Power District ("SRP") needs to extend its electrical facilities to the pickleball courts; and

WHEREAS, the City of Chandler is willing to grant a non-exclusive Power Distribution Easement (the "Easement") to SRP, at no cost, for that purpose.

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

Section 1. That the City Council of the City of Chandler, Arizona, authorizes and approves the granting of the Easement to SRP, at no cost, in, upon, over, under, across, through, and along that certain property legally described and depicted in Exhibit "A" attached hereto and made a part hereof by this reference.

Section 2. That the granting of said Easement shall be in a form approved by the City Attorney substantially as attached hereto as Exhibit "B".

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the Easement and this Ordinance on behalf of the City.

Section 4. That the City Clerk shall cause the original or a certified copy of this Ordinance to be recorded in the Office of Maricopa County Recorder after the effective date of this Ordinance.

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 Mayor and 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. 5126 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM

_____
CITY ATTORNEY DMG

Published in the Arizona Republic on:

EXHIBIT "A"
Legal Description

# EXHIBIT "A"

**SRP JOB NUMBER: T3589267**
**SRP JOB NAME: COC-TUMBLEWEED PARK PICKLEBALL**
**TTRRSS: 02S05E10**

**DATE: 03-24-2025**


AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED PER DOCUMENT 1994-0515043 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 10, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 10, BEING A BRASS CAP IN HAND HOLE, BEARS SOUTH 88 DEGREES 43 MINUTES 52 SECONDS WEST, A DISTANCE OF 2644.52 FEET (**BASIS OF BEARING**);

THENCE SOUTH 88 DEGREES 43 MINUTES 52 SECONDS WEST, A DISTANCE OF 1098.74 FEET;

THENCE SOUTH 01 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 321.79 FEET TO THE LIMITS OF A SRP EASEMENT PER DOCUMENT 2008-0777678 MCR AND THE **POINT OF BEGINNING**;

THENCE SOUTH 10 DEGREES 03 MINUTES 09 SECONDS EAST, A DISTANCE OF 4.68 FEET;

THENCE SOUTH 25 DEGREES 44 MINUTES 44 SECONDS WEST, A DISTANCE OF 58.83 FEET;

THENCE SOUTH 62 DEGREES 28 MINUTES 48 SECONDS EAST, A DISTANCE OF 184.08 FEET TO A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 524.50 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THRU A DELTA ANGLE OF 39 DEGREES 29 MINUTES 55 SECONDS, AN ARC DISTANCE OF 361.58 FEET;

THENCE SOUTH 67 DEGREES 01 MINUTES 07 SECONDS WEST, A DISTANCE OF 8.00 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 516.50 FEET WHICH BEARS SOUTH 67 DEGREES 01 MINUTES 07 SECONDS WEST;

THENCE ALONG SAID CURVE TO THE LEFT, THRU A DELTA ANGLE OF 39 DEGREES 29 MINUTES 55 SECONDS, AN ARC DISTANCE OF 356.06 FEET;

THENCE NORTH 62 DEGREES 28 MINUTES 48 SECONDS WEST, A DISTANCE OF 157.68 FEET;

THENCE SOUTH 72 DEGREES 31 MINUTES 12 SECONDS WEST, A DISTANCE OF 7.07 FEET;

THENCE NORTH 62 DEGREES 28 MINUTES 48 SECONDS WEST, A DISTANCE OF 39.05 FEET TO THE LIMITS OF SAID SRP EASEMENT;

THENCE ALONG SAID EASEMENT LIMITS, NORTH 33 DEGREES 45 MINUTES 55 SECONDS EAST, A DISTANCE OF 69.19 FEET;

THENCE CONTINUING ALONG SAID EASEMENT LIMITS, SOUTH 45 DEGREES 51 MINUTES 02 SECONDS EAST, A DISTANCE OF 3.29 FEET;

# EXHIBIT "A"

**SRP JOB NUMBER: T3589267**
**SRP JOB NAME: COC-TUMBLEWEED PARK PICKLEBALL**
**TTRRSS: 02S05E10**

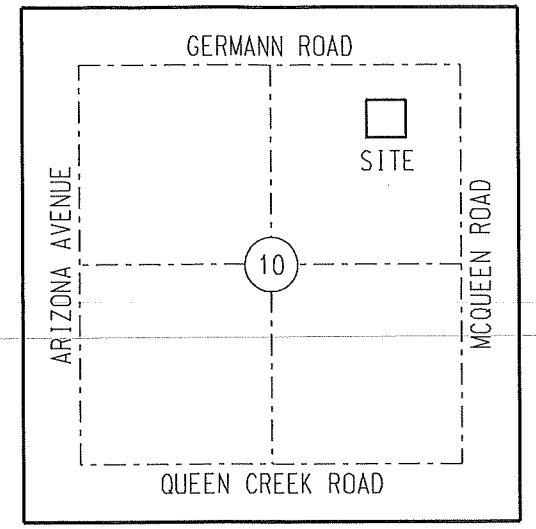
**DATE: 03-24-2025**


THENCE CONTINUING ALONG SAID EASEMENT LIMITS, NORTH 44 DEGREES 08 MINUTES 58 SECONDS EAST, A DISTANCE OF 8.00 FEET TO SAID **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 5388.47 SQUARE FEET OR 0.12 ACRE, MORE OR LESS.

**END OF DESCRIPTION**

# EXHIBIT "A"




VICINITY MAP (NTS)
T2S, R5E
G&SRM

## LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- EASEMENT AREA
- EXISTING EASEMENT AS NOTED
- TIE LINE
- SECTION CORNER AS NOTED

## ABBREVIATION TABLE

| | |
|---|---|
| APN | ASSESSOR'S PARCEL NUMBER |
| BCHH | BRASS CAP IN HAND HOLE |
| LVI | LAST VISUAL INSPECTION |
| (M) | MEASURED |
| MCR | MARICOPA COUNTY RECORDER |
| NTS | NOT TO SCALE |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

## CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

## NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

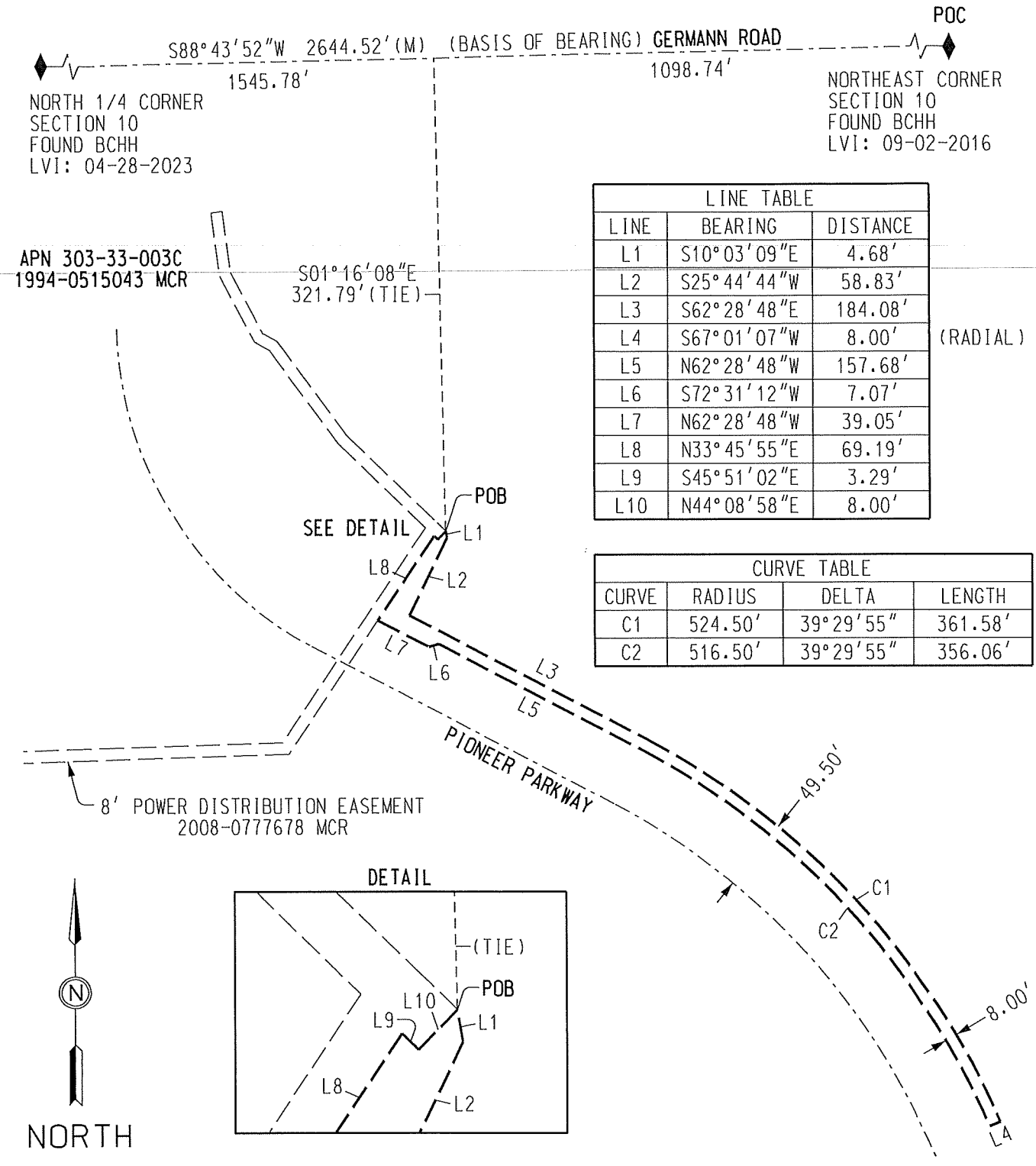
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SURVEY DIVISION
LAND DEPARTMENT

| | |
|---|---|
| SRP LDWR NUMBER: NA | SCALE: NTS |
| W.O. NUMBER: T3589267 | SHEET: 3 OF 4 |
| AGENT: BALTRUS | SHEET SIZE: 8.5"x11" |
| DRAWN: RAUSER | REVISION: 0 |
| CHECKED BY: NA | CREW CHIEF: LACEY |
| DATE: 03-24-2025 ASM | FIELD DATE: 02-05-2025 |

COC-TUMBLEWEED PARK PICKLEBALL
NE 1/4, SECTION 10
T.2 S.,R.5 E.
7.1 SOUTH - 27.8 EAST

# EXHIBIT "A"




| LINE TABLE | | | |
|---|---|---|---|
| LINE | BEARING | DISTANCE | |
| L1 | S10°03'09"E | 4.68' | |
| L2 | S25°44'44"W | 58.83' | |
| L3 | S62°28'48"E | 184.08' | |
| L4 | S67°01'07"W | 8.00' | (RADIAL) |
| L5 | N62°28'48"W | 157.68' | |
| L6 | S72°31'12"W | 7.07' | |
| L7 | N62°28'48"W | 39.05' | |
| L8 | N33°45'55"E | 69.19' | |
| L9 | S45°51'02"E | 3.29' | |
| L10 | N44°08'58"E | 8.00' | |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | RADIUS | DELTA | LENGTH |
| C1 | 524.50' | 39°29'55" | 361.58' |
| C2 | 516.50' | 39°29'55" | 356.06' |

| SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT | |
|---|---|
| SRP LDWR NUMBER: NA | SCALE: NTS |
| W.O. NUMBER: T3589267 | SHEET: 4 OF 4 |
| AGENT: BALTRUS | SHEET SIZE: 8.5"x11" |
| DRAWN: RAUSER | REVISION: 0 |
| CHECKED BY: NA | CREW CHIEF: LACEY |
| DATE: 03-24-2025 ASM | FIELD DATE: 02-05-2025 |

SURVEY DIVISION
LAND DEPARTMENT

COC-TUMBLEWEED PARK PICKLEBALL
NE 1/4, SECTION 10
T.2 S.,R.5 E.
7.1 SOUTH - 27.8 EAST

EXHIBIT "B"
SRP Easement

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**
Land Department/PAB 10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO**
**A.R.S. §§ 11-1134(A)(2) and (A)(3)**

## POWER DISTRIBUTION EASEMENT

| | | |
|---|---|---|
| Maricopa County | R/W#: _____ | Agt: CLB |
| Parcel #: 303-33-003C | Job #: LJ103382 | T3589267 |
| NE ¼, SEC 10, T02S, R05E | W: ***CLB*** | C: JEP |
| | | LR #: LR87672 |

**CITY OF CHANDLER,**
**a Municipal Corporation**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

**Grantor's Property:**

A portion of the Northeast quarter of Section 10, Township 02 South, Range 05 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in WARRANTY DEED Instrument 1994-0515043 records of Maricopa County, Arizona.

**Easement Parcel:**

**See Exhibit "A" Attached Hereto and Made a Part Hereof**

**CAUTION:** Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. Promptly after discovering the construction or installation of any Facilities outside of the Easement Parcel, Grantee shall obtain Grantor's agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the "Amendment"). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.

2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.

3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.

4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledge by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.

7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

8. Private Use. The provisions of this instrument are not intended to and do not constitute a public utility easement or any other grant, dedication, or conveyance for public use of the Easement Parcel.

9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this instrument.

10. Authority to Bind Grantor. The individual executing this instrument represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, **CITY OF CHANDLER, a Municipal Corporation** has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

**CITY OF CHANDLER,**
**a Municipal Corporation**

By _____

Its _____

By _____

Its _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____ and _____, as _____ and _____, respectively, of **CITY OF CHANDLER, a Municipal Corporation** on behalf of such corporation.

_____
Notary Public

_____
My Commission Expires

# EXHIBIT "A"

**SRP JOB NUMBER: T3589267**
**SRP JOB NAME: COC-TUMBLEWEED PARK PICKLEBALL**
**TTRRSS: 02S05E10**

**DATE: 05-08-2025**


AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED PER DOCUMENT 1994-0515043 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 10, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 10, BEING A BRASS CAP IN HAND HOLE, BEARS SOUTH 88 DEGREES 43 MINUTES 52 SECONDS WEST, A DISTANCE OF 2644.52 FEET (**BASIS OF BEARING**);

THENCE SOUTH 88 DEGREES 43 MINUTES 52 SECONDS WEST, A DISTANCE OF 1098.74 FEET;

THENCE SOUTH 01 DEGREES 16 MINUTES 08 SECONDS EAST, A DISTANCE OF 321.79 FEET TO THE LIMITS OF A SALT RIVER PROJECT (SRP) EASEMENT PER DOCUMENT 2008-0777678 MCR AND THE **POINT OF BEGINNING**;

THENCE SOUTH 10 DEGREES 03 MINUTES 09 SECONDS EAST, A DISTANCE OF 4.68 FEET;

THENCE SOUTH 25 DEGREES 44 MINUTES 44 SECONDS WEST, A DISTANCE OF 59.83 FEET;

THENCE SOUTH 62 DEGREES 28 MINUTES 48 SECONDS EAST, A DISTANCE OF 33.08 FEET;

THENCE NORTH 72 DEGREES 31 MINUTES 12 SECONDS EAST, A DISTANCE OF 70.00 FEET;

THENCE SOUTH 62 DEGREES 28 MINUTES 48 SECONDS EAST, A DISTANCE OF 101.48 FEET TO A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 573.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THRU A DELTA ANGLE OF 35 DEGREES 00 MINUTES 08 SECONDS, AN ARC DISTANCE OF 350.05 FEET;

THENCE SOUTH 20 DEGREES 42 MINUTES 43 SECONDS WEST, A DISTANCE OF 65.00 FEET;

THENCE NORTH 69 DEGREES 17 MINUTES 17 SECONDS WEST, A DISTANCE OF 8.00 FEET;

THENCE NORTH 20 DEGREES 42 MINUTES 43 SECONDS EAST, A DISTANCE OF 61.41 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 565.00 FEET WHICH BEARS SOUTH 62 DEGREES 09 MINUTES 38 SECONDS WEST;

THENCE ALONG SAID CURVE TO THE LEFT, THRU A DELTA ANGLE OF 34 DEGREES 38 MINUTES 25 SECONDS, AN ARC DISTANCE OF 341.59 FEET;

THENCE NORTH 62 DEGREES 28 MINUTES 48 SECONDS WEST, A DISTANCE OF 98.16 FEET;

THENCE SOUTH 72 DEGREES 31 MINUTES 12 SECONDS WEST, A DISTANCE OF 75.66 FEET;

EXHIBIT "A"

**SRP JOB NUMBER: T3589267**
**SRP JOB NAME: COC-TUMBLEWEED PARK PICKLEBALL**
**TTRRSS: 02S05E10**

**DATE: 05-08-2025**


THENCE NORTH 62 DEGREES 28 MINUTES 48 SECONDS WEST, A DISTANCE OF 50.06 FEET TO THE LIMITS OF SAID SRP EASEMENT;

THENCE ALONG SAID EASEMENT LIMITS, NORTH 33 DEGREES 45 MINUTES 55 SECONDS EAST, A DISTANCE OF 69.19 FEET;

THENCE CONTINUING ALONG SAID EASEMENT LIMITS, SOUTH 45 DEGREES 51 MINUTES 02 SECONDS EAST, A DISTANCE OF 3.29 FEET;

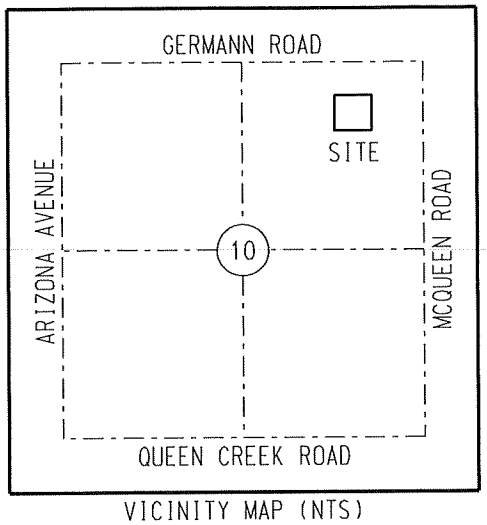
THENCE CONTINUING ALONG SAID EASEMENT LIMITS, NORTH 44 DEGREES 08 MINUTES 58 SECONDS EAST, A DISTANCE OF 8.00 FEET TO SAID **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 5972 SQUARE FEET OR 0.137 ACRE, MORE OR LESS.

**END OF DESCRIPTION**

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48253
KATIE
THOMAS
Date Signed 05-08-2025
ARIZONA, U.S.A.

# EXHIBIT "A"




VICINITY MAP (NTS)
T2S, R5E
G&SRM

## LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- EASEMENT AREA
- EXISTING EASEMENT AS NOTED
- TIE LINE
- SECTION CORNER AS NOTED

## ABBREVIATION TABLE

| | |
|---|---|
| APN | ASSESSOR'S PARCEL NUMBER |
| BCHH | BRASS CAP IN HAND HOLE |
| LVI | LAST VISUAL INSPECTION |
| (M) | MEASURED |
| MCR | MARICOPA COUNTY RECORDER |
| NTS | NOT TO SCALE |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| RB | RADIAL BEARING |

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48253
KATIE
THOMAS
05-08-2025
Date Signed
ARIZONA, U.S.A.

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

## CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

## NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

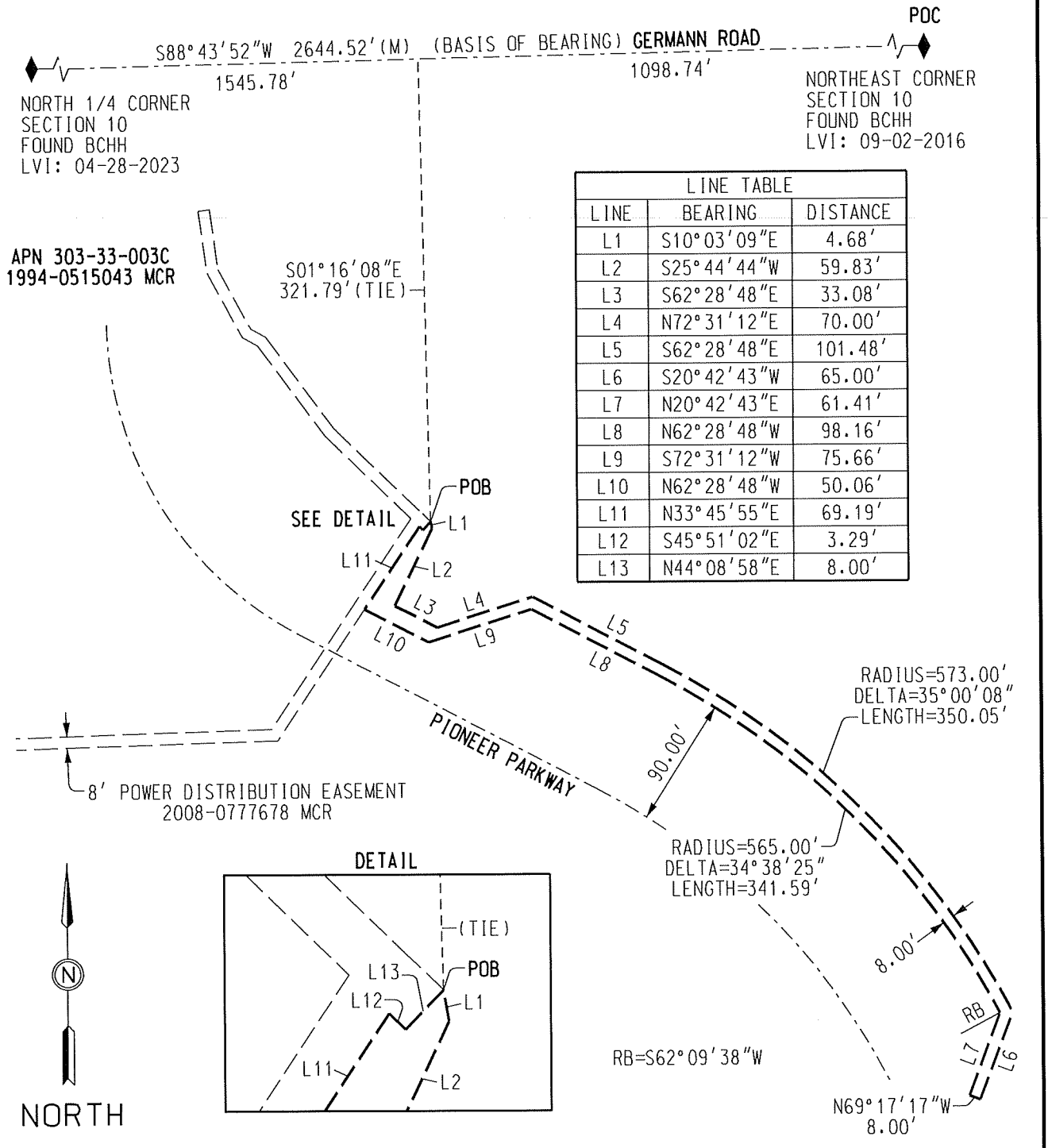
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SURVEY DIVISION
LAND DEPARTMENT

| | |
|---|---|
| SRP LDWR NUMBER: NA | SCALE: NTS |
| I.O. NUMBER: T3589267 | SHEET: 3 OF 4 |
| AGENT: BALTRUS | SHEET SIZE: 8.5"x11" |
| DRAWN: RAUSER | REVISION: 1 |
| CHECKED BY: NA | CREW CHIEF: JACKSON |
| DATE: 05-08-2025 JEP | FIELD DATE: 05-07-2025 |

COC-TUMBLEWEED PARK PICKLEBALL
NE 1/4, SECTION 10
T.2 S.,R.5 E.
7.1 SOUTH - 27.8 EAST

# EXHIBIT "A"




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S10°03'09"E | 4.68' |
| L2 | S25°44'44"W | 59.83' |
| L3 | S62°28'48"E | 33.08' |
| L4 | N72°31'12"E | 70.00' |
| L5 | S62°28'48"E | 101.48' |
| L6 | S20°42'43"W | 65.00' |
| L7 | N20°42'43"E | 61.41' |
| L8 | N62°28'48"W | 98.16' |
| L9 | S72°31'12"W | 75.66' |
| L10 | N62°28'48"W | 50.06' |
| L11 | N33°45'55"E | 69.19' |
| L12 | S45°51'02"E | 3.29' |
| L13 | N44°08'58"E | 8.00' |

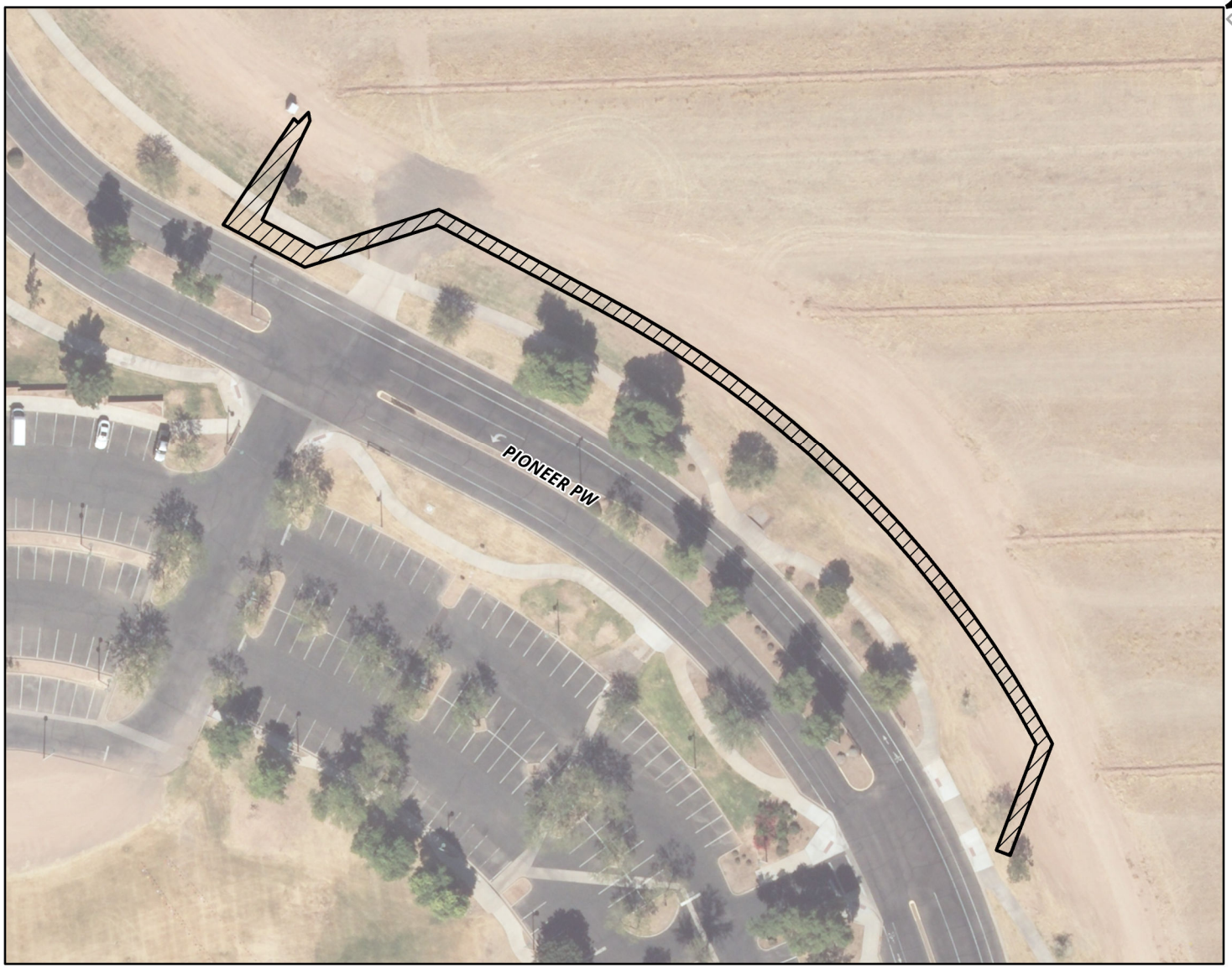
| SALT RIVER PROJECT<br>AGRICULTURAL IMPROVEMENT & POWER DISTRICT | |
|---|---|
| SRP LDWR NUMBER: NA | SCALE: NTS |
| I.O. NUMBER: T3589267 | SHEET: 4 OF 4 |
| AGENT: BALTRUS | SHEET SIZE: 8.5"x11" |
| DRAWN: RAUSER | REVISION: 1 |
| CHECKED BY: NA | CREW CHIEF: JACKSON |
| DATE: 05-08-2025 JEP | FIELD DATE: 05-07-2025 |

SURVEY DIVISION
LAND DEPARTMENT

COC-TUMBLEWEED PARK PICKLEBALL
NE 1/4, SECTION 10
T.2 S.,R.5 E.
7.1 SOUTH - 27.8 EAST

CHANDLER arizona

# INTRODUCTION AND TENTATIVE ADOPTION OF ORDINANCE NO. 5126 GRANTING A NON-EXCLUSIVE POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP), AT NO COST, FOR THE ELECTRICAL FACILITIES REQUIRED FOR THE NEW PICKLEBALL AND TENNIS COURTS AT TUMBLEWEED PARK




## MEMO NO. RE25-067

POWER DISTRIBUTION EASEMENT

NTS

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CHANDLER arizona
Community of Innovation

**City Council Memorandum  Public Works & Utilities  Memo No. CP25-145**

**Date:** June 23, 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:** Alyssa Siqueiros, Construction/Design Project Manager
**Subject:** Professional Services Agreement No. ST2405.451, with Burgess & Niple, Inc., for the Turf to Xeriscape Program, Phase I Construction Management Services

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## Proposed Motion:

Move City Council award Professional Services Agreement No. ST2405.451, to Burgess & Niple, Inc., for the Turf to Xeriscape Program, Phase I Construction Management Services, in an amount not to exceed $496,445.

## Background/Discussion:

The City of Chandler 2023-2025 Strategic Framework describes the city's intention to embrace sustainability and be a leader in water conservation. Chandler has always been committed to water conservation and has a long history of water conservation programs designed to encourage xeriscape landscaping, which is a type of landscape that uses minimal irrigation by incorporating drought-tolerant trees, shrubs, and native grasses.

This project is the first phase of the Turf to Xeriscape program and will convert approximately 25 acres of turf in city-maintained landscaped drainage basins into areas that enhance livability while respecting the desert environment.  This phase includes seven sites located north of the Loop 202 Santan Freeway between Kyrene Road and Arizona Avenue. Removing the turf will reduce water usage by approximately 22.5 million gallons per year. As water management is a key part of Chandler's commitment to a sustainable water supply, this program fulfills the goal established to reduce water consumption when and where possible.

City Council approved the acceptance of a grant from the Water Infrastructure Finance Authority of Arizona (WIFA) to partially fund this project via Resolution No. 5723 on September 21, 2023. On February 22, 2024, Council approved a professional services agreement with J2 Engineering and Environmental Design, LLC, for design of this project. The project team conducted an extensive public outreach, including mailing over 3,100 postcards and hosting two public meetings, one for each group of sites. Residents were invited to review proposed improvements and provide feedback via an online survey, website, and hotline. Staff then presented the exhibits with recommendations to the Sustainability and Technology Council Subcommittee on November 8, 2024. Staff then revised the designs to incorporate Council's guidance, updated the project website, and re-engaged with residents through emails and direct calls. Attached to this memo are the minutes of the November 8, 2024, Sustainability and Technology Council Subcommittee meeting.

This agreement will oversee the contractor with sod removal, edge preparation, and pre-emergent, as well as the installation of screened granite, new irrigation controllers, drip irrigation, shrubs, and trees. The project scope of work consists of pre-construction assistance, construction management services, construction inspections, and record drawing review. The agreement completion time is 665 calendar days following Notice to Proceed.

A related Construction Services Agreement with ELS Construction, Inc., for the Turf to Xeriscape Program, Phase I, is also scheduled for this City Council meeting.

**Evaluation:**

The selection process was conducted in accordance with city policy and procedure and state law. This project is being performed under the Pre-Qualified Technical Registrants List for Construction Management and Related Services. Staff recommends approval of this agreement with Burgess & Niple, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

**Financial Implications:**

This project will be primarily funded by Turf to Xeriscape Capital General Funds. The city received a WIFA grant that will reimburse up to $3,000,000 with a 25% local match.

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**Fiscal Impact**

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 417.3310.6517.6ST787 | Capital Grants | Turf to Xeriscape Program | $397,156.00 | Y |
| 401.3310.5219.6ST787 | Capital General Fund | Turf to Xeriscape Program | $99,289.00 | Y |

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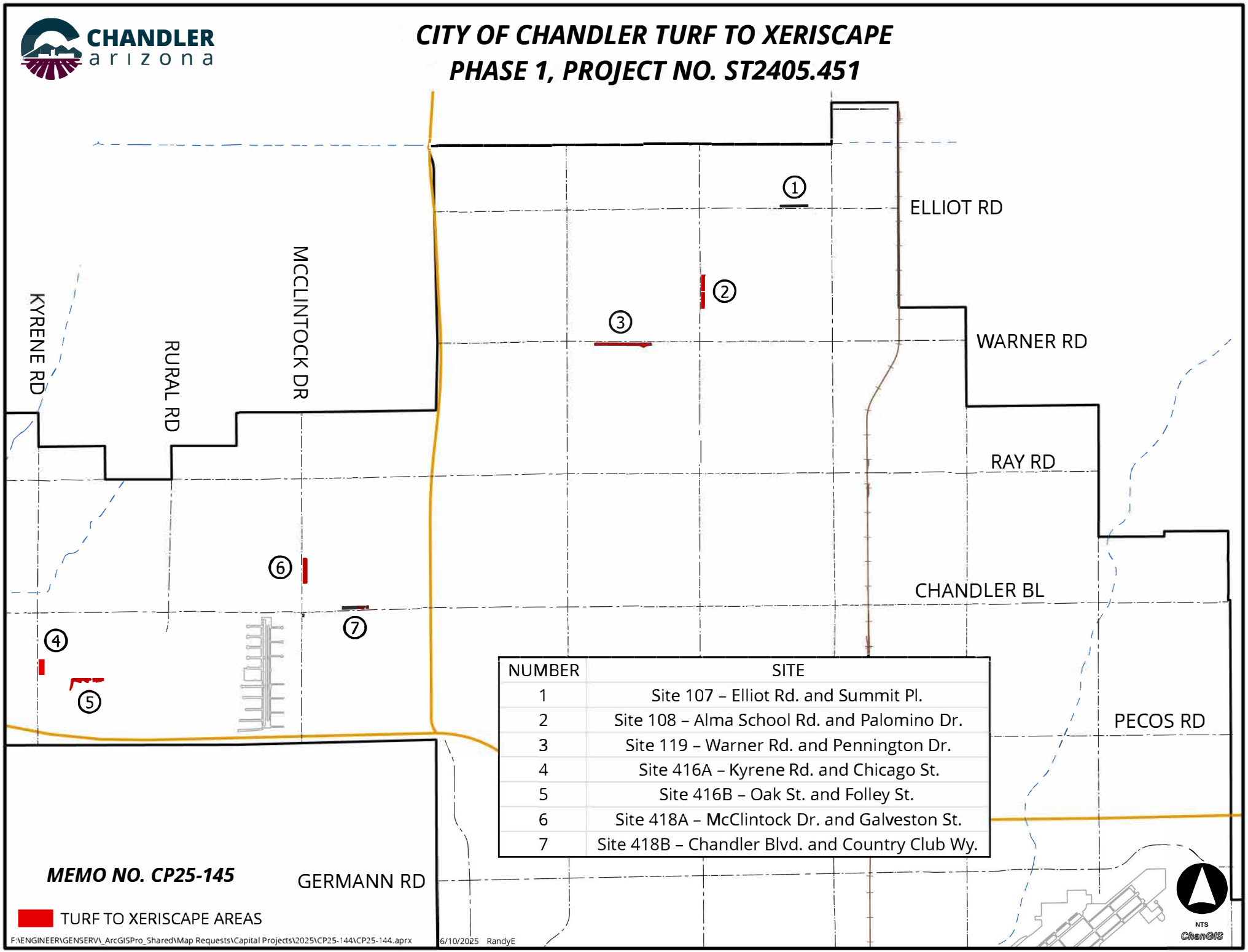
**Attachments**

Location Map
Council Subcommittee Minutes
Agreement

# CITY OF CHANDLER TURF TO XERISCAPE
# PHASE 1, PROJECT NO. ST2405.451




| NUMBER | SITE |
|---|---|
| 1 | Site 107 – Elliot Rd. and Summit Pl. |
| 2 | Site 108 – Alma School Rd. and Palomino Dr. |
| 3 | Site 119 – Warner Rd. and Pennington Dr. |
| 4 | Site 416A – Kyrene Rd. and Chicago St. |
| 5 | Site 416B – Oak St. and Folley St. |
| 6 | Site 418A – McClintock Dr. and Galveston St. |
| 7 | Site 418B – Chandler Blvd. and Country Club Wy. |

***MEMO NO. CP25-145***

TURF TO XERISCAPE AREAS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2025\CP25-144\CP25-144.aprx 6/10/2025 RandyE

NTS

ChanGIS

# Meeting Minutes
# City Council Sustainability and Technology Subcommittee Meeting

November 8, 2024 | 10:30 a.m.
City Hall 5th Floor Large Conference Room
175 S. Arizona Ave., Chandler, AZ

## Call to Order
The meeting was called to order at 10:30 a.m.

## Roll Call

### Subcommittee Attendance
Councilmember Mark Stewart
Councilmember Matt Orlando
Councilmember Angel Encinas

### Staff Attendance
Steven Turner
Dawn Lang
John Knudson
Simone Kjolsrud
Mike Hollingsworth
Daniel Haskins
Jeremy Abbott
Alexis Apodaca
Toni Smith
Adam Kleisler
Tera Scherer

## Discussion

1. Turf to Xeriscape Conversion Update

JOHN KNUDSON, Public Works Director, introduced the item and presented information on the city's conversion from turf to xeriscape and our conservation of water with historic draught conditions that has caused Colorado River levels to drop extensively.

The state has offered various rebate programs and grants that many cities are taking advantage of. Chandler received a $3 million WIFA (Water Infrastructure Finance Authority of Arizona) grant to help fund the turf to xeriscape conversion program to for unused public grassy spaces to aid in water sustainability, as outlined in the 2023-2025 Strategic Framework.

COUNCILMEMBER ORLANDO stated he has no problem with xeriscaping but is concerned about the upkeep and maintenance associated with conversions. He referenced Elliot, Alma School, and Dobson roads and the xeriscaping done some years back, stating that no upkeep has been performed. He asked if there is an ongoing maintenance plan and strategy for annual or 18-month refresh of plants and trees.

MR. KNUDSON stated it is a separate capital improvement fund for what is referred to as "reveg" (revegetation) of areas affected by weather and storm damage and agreed that they may need to investigate bolstering the maintenance and replacement program associated with the xeriscaping. Mr. Knudson further stated they recently replaced a lot of the vegetation along Chandler Boulevard in the medians as well as a few other areas throughout the city.

COUNCILMEMBER ORLANDO requested that the reveg strategy be reviewed and discussed at a later date.

SIMONE KJOLSRUD, Water Resources Manager, began the presentation and noted they will be speaking specifically about some of the city's public spaces with a goal of saving water. Watering grass is much more water-intensive than xeriscaping such as retention basins, that average between three and six million gallons of water for irrigation each year, which is roughly equivalent to the annual water use for 30-60 homes. Retention basins are considered non-functional grass as they are not used for recreation purposes, with most of the basins located along major streets.

COUNCILMEMBER STEWART asked for clarification on the amount of water being used for each site, or the whole city.

MS. KJOLSRUD responded that each site uses between 3- and 6-million gallons per year and further stated that in the winter months they do not overseed any of the sites due to the excess watering requirements.

COUNCILMEMBER STEWART asked if those sites are watered in the winter months.

MS. KJOLSRUD responded that the sites are still watered in the winter, but the frequency is reduced.

COUNCILMEMBER STEWART asked how much water the plants would use.

MS. KJOLSRUD responded that the presentation includes water savings estimates for each site, but projections show usage will be approximately 20-25 percent of current usage.

COUNCILMEMBER ORLANDO inquired about other ground cover available other than rocks, as he stated the heat dissipates from the rocks and wonders if it is far too hot for the foliage, which goes back to his original concern about the maintenance and upkeep of dying plants.

MS. KJOLSRUD replied that there are other types of ground cover, and we can also work with the landscape design company for recommendations for other possibilities for ground cover. She further stated that one

of the design principles that is commonly employed with the xeriscape design is to implement a mix of trees and shrubs for the purpose of providing a canopy for shade. The goal is to have enough canopy from both trees and shrubs that it is helping to provide enough shade coverage to alleviate the excess heat. Additionally, choosing plants that area hardy and sturdy, as well as drought-tolerant trees and shrubs that can handle summer heat.

COUNCILMEMBER ORLANDO would like staff to investigate the reduction of trimming and cutting of the plants, as that is a water reduction strategy as well and inquired if the vegetation selected can last a couple of years between trimmings. He then inquired about the percentage of shade coverage on the xeriscape plans being presented.

MR. KNUDSON stated there is a goal of shade coverage of 30-50 percent of each site.

MS. KJOLSRUD agreed and continued the presentation, stating that normally, the goal would always be 50 percent of an area have shade, but noted it differs a little bit depending on whether you're looking at shade coverage from shrubs versus trees. Ms. Kjolsrud then showed the proposed plan and noted the large number of trees included in the designs. She further stated that is an investment in water savings, with intense pressure from not just the state of Arizona, but from the entire Colorado River Basin to invest in water savings. Many municipalities in Arizona are in negotiations on Colorado River shortages, with the desire to see visible, meaningful changes happening within each municipality. Many Phoenix area cities are working on finding the right projects using grant funding for the benefit of water savings. Ms. Kjolsrud noted the goal of this project is not to take grass away from actively used recreational spaces, but rather to locate spaces where there will be meaningful water savings without impacting recreational opportunities and quality of life.

MS. KJOLSRUD stated the state of Arizona has dictated that some of the ARPA funding will be used for water conservation projects, with a specific amount of money set aside through the Water Infrastructure Finance Authority (WIFA) to incentivize municipalities to do some of these larger grass removal projects that would normally not be possible due to the expense. The WIFA grant funding was approved by Council in September of 2023, and included a list of different projects, but Ms. Kjolsrud wanted to state for the record, that today's meeting is solely to discuss the $3 million grant for Turf to Xeroscape Conversions on publicly owned property. The terms of that grant require a 25 percent match from the city for funding, and with a total amount spent for the projects will be $4 million. The terms of the accepted grant state the city will have to spend five percent of the funds by December 2, 2024, and we will meet that required grant milestone with the completion of the design process. The next required milestone will be to spend $2 million by the end of 2025, so we will need to begin construction on the sites identified in Phase 1 of the project, with a project completion requirement of summer of 2026.

COUNCILMEMBER ORLANDO asked if there are any other grants available.

MS. KJOLSRUD stated that other WIFA funding has gone towards other projects, as they are all earmarked for specific usage. The $250 million that went to the Water Conservation Grant Fund has been appropriated and none but not used wholly.

MS. KJOLSRUD continued the presentation with an overview of expected water savings per year based off historical use, to be around $84,000 per year in utility savings, at about 27 million gallons per year, which is a substantial amount of water savings. The maintenance costs are not going to decrease, however, but the goal is to try to keep maintenance costs flat if possible. She pointed out that it is a different maintenance program to maintain xeriscape versus grass and further stated the current landscape contract is for five years, and there would be an option to adjust those costs as needed for the xeriscape.

COUNCILMEMBER ORLANDO requested staff review the statement of work on the maintenance contract to ensure that the xeriscape plants and trees are maintained in much better condition.

MR. KNUDSON stated that once each area is converted, we would then review the agreements. If it is mid-year, or mid-contract, the vendor would review the area in question and rebid that area. Mr. Knudson explained each area is bid individually and pricing is based on the condition of the area at the time of the bid process.

COUNCILMEMBER ORLANDO asked if they do plant replacement.

MR. KNUDSON stated he does not believe they are contracted for replacement, only maintenance. The re-vegetation is what will need to be reviewed.

MS. KJOLSRUD explained how the sites for phase one of this project were selected, based on an in-depth analysis on what the water use history has been in the past, what surrounds each site, and how to get the most out of the investment. Conversion of all 15 sites would not be possible through WIFA funding based on timing requirements, so it has been determined that eight sites will be prioritized based on size, and the amount of grass, with sloped areas that require excessive watering being targeted. The remaining areas will be included as phase two of the project. The prioritized sites and initial design options for 100 percent grass removal, 100 percent conversion to xeriscape design is what were presented at the public meetings that were held.

DANIEL HASKINS, Capital Projects Manager, explained the process for the public meetings. Conceptual designs for each site were completed with informational postcards being mailed to 3,500 residents that live near each of the retention basins to seek feedback. The area was broader than just direct neighbors of each of the sites, with whole neighborhoods included in the mailings. Two separate public meetings were held in which residents in attendance could speak with the designer and city staff to talk through the conceptual plans on display. In addition to the notification postcards that were sent out, a website has been created to track the project status, and a survey was also sent out. All information on responses received were compiled.

MR. HASKINS began presenting the conceptual designs for each of the sites *(refer to presentation)*, stating that most of the sites are along busy streets. The sites are not being overseeded in the wintertime, and therefore do not get extra water. Additionally, he pointed out that many existing and established trees will be kept as possible, indicated in the conceptual designs as having a plus (+) sign on top.

COUNCILMEMBER ORLANDO stated again his concern for how quickly areas deteriorated that had been xeriscaped, after only three or four years, with many of the areas entryways into communities.

MR. KNUDSON agreed that his concerns are valid and that the loss of shrubs and trees will need to be addressed.

MR. HASKINS continued the presentation of each site, highlighting the utility savings for each area.

MR. HASKINS stated staff would like to move forward with the phase one sites presented today, since there was not much negative feedback received from residents. Furthermore, staff will be contacting residents that did leave feedback to discuss the project further, with the website being updated with all conceptual designs.

MR. KNUDSON led the subcommittee on a brief discussion of the areas presented thus far, reiterating that no negative feedback was received from the community, as those areas are not used for recreation purposes.

MR. HASKINS continued the presentation with the areas that received mixed feedback from residents, stating that more in-dept conversation may need to be held. Site 416B feedback was to keep the area as is, as it is used by residents as walking paths. Mr. Haskins stated the area will remain available for that use; with more shade provided as part of the plan.

COUNCILMEMBER ORLANDO asked whether these sites were inside an HOA area but owned by the city.

MR. KNUDSON replied these are odd areas, as they are within an HOA or adjacent to HOA owned areas but are city owned.

MR. HASKINS continued the presentation and discussion was held regarding area 419 and the strange slopes that exist.

MR. KNUDSON explained that the reason for the large hill is due to a sewer line extending from Intel into the greenspace within the Twelve Oaks neighborhood. The mound of soil was placed there to protect the sewer line from damage.

COUNCILMEMBER STEWART asked if the tree roots would have an impact on the sewer line.

MR. KNUDSON stated that the trees would be planted far enough away they would not impact the sewer line.

COUNCILMEMBER STEWART asked for verification on whether the community uses that area for recreation purposes.

MR. HASKINS responded that they have a couple of recommendations for area 419 to keep green space in the flat areas of this site and staff is recommending option C.

COUNCILMEMBER ENCINAS asked why Option B is not being recommended.

MS. KJOLSRUD responded that option B does not have a lot of water savings, and part of our commitment for the funding qualification is to omit 200 acres of grass to achieve the water savings, and option B just does not get us to that point. Although there is not a commitment outlined specifically in the grant contract, the further away we get from our initial commitment, we do run the risk of the grant parameters being modified and receiving less funding. This city-owned retention basin uses a significant amount of water and it is more than any other.

Discussion among the group was held surrounding the options for this site and subcommittee members have requested the grassy area be extended to Butler Drive.

MS. KJOLSRUD stated she would take that option to the designer.

COUNCILMEMBER STEWART stated that this area seems like a great opportunity to install a park with play equipment and a couple pavilions and asked where the nearest park was located and whether this area would be an area to consider for future use.

MR. KNUDSON responded that it could certainly be an option to consider for a future project, but extensive work would need to be completed to add sidewalks, lighting, ADA compliant features, etcetera and it would be a completely different project at that point.

MS. KJOLSRUD added that the topography is strange, and a project of that nature would be tricky, plus we must be mindful that it is still a retention basin and adding too much will take away from the purpose of the land.

MR. HASKINS resumed the presentation, reiterating that staff0 0
will contact residents again to notify them of the project.

COUNCILMEMBER ENCINAS asked if there will be additional public meetings with the decided site plans, or if staff will be reaching out to the residents that had specific feedback or questions.

MS. KJOLSRUD stated they will do individual outreach and reminded everyone that there are timelines that must be followed to reach our required benchmarks for grant qualifications.

MR. KNUDSON reiterated staff will reach out to discuss the intentions with residents as well as posting the conceptual plans to the website: https://www.chandleraz.gov/residents/city-improvements/projects/turf-to-xeriscape.

COUNCILMEMBER ENCINAS asked about feedback for area 418B near Chandler Mall.

MS. KJOLSRUD stated the feedback was for more related to shade because the sidewalk gets too hot, as well as incorporating grass intermittently. One person complained that was trash accumulating in the basin. None of the feedback received was specific to the xeriscape conversion project.

COUNCILMEMBER ENCINAS asked if there was feedback asking for design elements such as walking trails.

MS. KJOLSRUD reiterated that we do not want to give the perception of these conversions being for "parks," but for the conversion of retention basins. She said even the Twelve Oaks area that looks like a great place for a park—it still needs to hold its primary purpose of being a stormwater retention basin.

COUNCILMEMBER ORLANDO asked if staff's recommendation is to remove all the grass from area 416B, stating that it looks like a lot of comments were received about not removing grass.

MS. KJOLSRUD verified comments were received about retaining some grass on that site.

COUNCILMEMBER ORLANDO asked if that was going to happen.

MR. HASKINS stated that option A was chosen due to the HOAs on either side already converting either area to xeriscape, as well as the majority of feedback received relating to shade for walking and riding trails along that site.

COUNCILMEMBER ORLANDO requested staff reconnect with residents to communicate the plans for the project.

COUNCILMEMBER STEWART asked if there was any way to divest any of the land to the HOAs so they can maintain the area, expressing interest in deeding the land over.

MR. KNUDSON stated that has not been discussed.

Further discussion was held among the group about whether these sites were all adjacent to HOAs and the HOAs having more area to maintain.

COUNCILMEMBER STEWART requested staff research the option of turning the land over to the HOAs to see if it would be an option to defray ongoing operations and maintenance of these sites.

COUNCILMEMBER ORLANDO requested staff go back to residents to get opinions on area 416B and the other options that would provide a little grass for residents. He further stated we could always pick another site to get the water savings needed.

MS. KJOLSRUD reminded councilmembers that they will not have time to go back to do more public meetings and have design plans completed for other sites with the timeline involved for the grant funding.

COUNCILMEMBER ORLANDO asked if we had plans to apply for any more grants.

MS. KJOLSRUD responded that currently there are not any water conservation grants available for public use property.

COUNCILMEMBER ORLANDO asked if there were any other properties in Chandler that could be used.

MS. KJOLSRUD responded that there is a phase two with other sites, but those sites would not make the grant benchmarks for this phase in time to receive grant funding, as it takes too long to go through the public meeting and design processes.

MR. KNUDSON stated on area 416B, staff would engage with residents on their comments relating to grass. He then referenced the Site Conversion Totals slide with substantial costs in these conversions, versus the return on investment. He reminded the group this project is about water savings, with our water bill savings estimated at $83,000 per year. It is unknown at this time about maintenance costs but stated staff will do their best to keep costs flat, but that will be up to our negotiations with contractors. He reminded the group that today's meeting is to discuss the volume of water savings.

MR. HASKINS reviewed recommendations from the subcommittee:

- Notify residents of plans to move forward with projects
- Add design recommendations to the website
- Moving forward with sites 107, 108, 119, 416A, and 418A, and 418B as recommended
- Area 416B request further feedback on options available from area residents
- Area 419 to extend grass to Butler Avenue and will require a new design

MS. KJOLSRUD added she will request the designer complete conceptual designs on discussed options to extend grass to Butler Avenue.

COUNCILMEMBER ENCINAS questioned if the project is focusing on the northwest area of Chandler due to it being a more established area of the city.

MR. KNUDSON responded that the areas they are focusing on are because they are not in HOAs.

COUNCILMEMBER ENCINAS inquired about comments received on Site 119.

MS. KJOLSRUD stated that someone responded they were concerned about what would happen to the existing trees, another question was relating to how xeriscape affects the ambient temperature, and whether xeriscape would amplify street noise. Another comment was received stating they have lived in the area 30 years and have only seen the space used a handful of times. Ms. Kjolsrud stated the comments received were not significant in relation to the project.

COUNCILMEMBER ENCINAS verified staff will reach out to residents regarding 418B.

All of staff agreed they would make contact.

COUNCILMEMBER STEWART asked if any studies were being conducted regarding the heat island effect and whether temperature will be measured after the project is completed. He understands the goal is to save water, but we do not want to have this heat island effect continue to grow.

MS. KJOLSRUD responded that the goal of adding so many trees is to mitigate any heat island effect. She further stated that what you will see is that the number one thing that's going to impact how hot those spaces get is tree canopy, whether it's grass or DG groundcover. Either way, the number of trees that you have to shade whatever is underneath them is going to be the most impactful variable in heat island effect. She further stated that ASU has done a ton of studies on the heat island effect, and it is why there is a whole program that's been going on for years now that shows the impact of planting trees to mitigate heat island effect.

COUNCILMEMBER STEWART asked for that information and Ms. Kjolsrud agreed to send it to him to read.

COUNCILMEMBER STEWART verified artificial turf is not being installed with this project.

MS. KJOLSRUD stated that that is the number one enemy of heat island effect as it gets twice as hot as rocks. We generally do not use a lot of turf as it is not recreation friendly for people or pets due to the temperature and the amount of water needed to cool off the material.

COUNCILMEMBER STEWART asked if we are taking turf out completely from the xeriscape program.

MS. KJOLSRUD responded that in September 2023 council approved a policy which limits the amount of turf that can be used in any conversion area to be limited to 50 percent or less of the area.

COUNCILMEMBERS STEWART AND ORLANDO asked that this item be brought to council to discuss the possibility of changing that to zero allowance, given that artificial turf is not environmentally friendly.

MR. HOLLINGSWORTH began part two of the Sustainability Technology Subcommittee presentation on the electric feasibility study, stating that the strategic goal is taking calculated risks to explore new technologies

and innovative pilot programs to promote efficiency, productivity, sustainability, and connectivity while demonstrating return on investment. The ELT (executive leadership team) action plan item to continue the replacement of aging city vehicles with electric and hybrid alternatives that generate return on investment. Currently, there is not any language in the city's vehicle replacement policy that addresses alternative vehicles and/or sustainability, although administrative regulations updates are in progress within his department now. Mr. Hollingsworth further stated they currently consider hybrid and EV options on a case-by-case basis, depending on usage and a multitude of other factors.

MR. HOLLINGSWORTH provided the current statistics of the city's fleet, with four percent of our vehicles being hybrid or electric models with a total of eight electric and 28 hybrids. In 2025, there will be 11 more hybrids added to our fleet. Additionally, the city has 18 public car charging ports and 11 fleet designated ports.

MR. HOLLINGSWORTH stated the analysis that was completed based on vehicle types *(slide 4 of presentation)* comparing hybrid, EV (electric vehicle) and ICE (internal combustion engine) vehicles. He explained that for his analysis he chose to use comparable vehicles. The city has some Ford Mavericks, and they make both a hybrid and an ICE version, and then the Chevrolet Bolt, as they fall into the same usage categories based on baseline data of 5,000 miles per year, as we already know what their miles per gallon or miles per kilowatt hour are on those respective models and was able to calculate the comparisons.

COUNCILMEMBER ORLANDO asked for clarification on comparing miles per hour to the EV vehicles.

MR. HOLLINGSWORTH responded that it was calculated per kilowatt hour.

COUNCILMEMBER ORLANDO (referring to his phone) stated he was looking online at their conversion tables and is trying to figure out how we equate the Bolt to miles per gallon.

MR. HOLLINGSWORTH advised the kilowatt per year based on 5,000 miles per year, which equates to 1,315 kilowatt hours per year at $.14 per kilowatt hour and the cost per gallon which varies widely throughout the year. When calculated at a cost per year is where you it starts to level off and realize what the actual savings are.

COUNCILMEMBER ORLANDO asked how much it costs to license an average vehicle in our state.

MR. HOLLINGSWORTH responded he is not sure of that cost but knows we do get a different rate from what the private sector or citizen pays.

COUNCILMEMBER ORLANDO stated that the cost to register an EV is $25 per year.

MR. HOLLINGSWORTH continued the presentation with the police vehicle comparisons, noting that we do not track idle hours, so there is a factor that is not being considered. The Ford Lightning does realize an annual fuel savings, but that vehicle is no longer being manufactured.

MR. HOLLINGSWORTH continued the presentation with residual values and how that pertains to the city, as we usually keep a vehicle in service for up to nine years, then we sell them and want to maximize the revenue we receive on the sales of our fleet vehicles, reminding the group that this data is subjective as market trends vary year to year as well as location.

MR. HOLLINGSWORTH closed his portion of the presentation by stating that based on a few of our electricity costs, hybrid represents an economic single alternative to both EV and ICE vehicles, all things being equal. Auto manufacturers' EV strategy is changing due to evolving technology. For example, increase in battery life and then also advances in hybrid, plus, new is the increased interest in hydrogen power as well. Shifting regulatory landscapes and changing consumer preferences are also things to be considered.

STEVEN TURNER, Sustainability and Performance Officer, continued the presentation by stating one of the struggles being realized by municipalities is the availability of electric vehicles, as all major producers are slowing the production in pursuit of hydrogen powered.

MR. TURNER continued the presentation, discussing CO2 impacts over the life of a vehicle, as well as the production of a lithium battery. Considering the production of a vehicle as part of its lifecycle, an ICE produces about six tons of CO2 by the time it hits the showroom, and an EV is about 12 tons. You would have to drive an EV 80,000 to 90,000 miles before it would produce less CO2 than a conventional vehicle (over its lifetime). These figures are based on the 125-mile range for an EV and a 400-mile range for a conventional vehicle. When comparing them side by side with an electric battery with a 400-mile range, that CO2 impact is significantly higher, with every one-ton of lithium mined emitting 15 tons of CO2 into the air. That said, you would have to drive an EV greater than the average lifespan of a vehicle for it to produce less CO2 than an ICE vehicle. Hybrids are recommended to bring more flexibility and efficiency than a conventional vehicle. These vehicles have a smaller battery than an EV, making the carbon impact much less significant. After the life of the vehicle, the hybrid and the electric ranges would intersect at 450,000 miles, meaning you must drive the electric vehicle 450,000 miles for it to have produced less CO2 into the air than a hybrid vehicle.

MR. TURNER stated that the strategic goal by city council, of taking calculated risks to explore new technologies and innovative pilot programs that promote efficiency, productivity, sustainability, and connectivity while demonstrating return on investments. As part of our ELT action plan, we said we were going to complete the city's fleet electric vehicle charging study and define the municipal role for placement of charging stations in the community.

COUNCILMEMBER STEWART asked that from a return on investment, from the ability to get range, the convenience of a hybrid, if that is the direction being suggested and recommended from the analysis completed and presented today.

MR. HOLLINGSWORTH responded that their recommendation is to treat vehicle replacements on a case-by-case basis and decide based on usage and need, as several departments have unique requirements. He further stated he is not discounting EV, but according to the data presented, the hybrid is the better option.

COUNCILMEMBER ORLANDO brought up Amazon, and Walmart, as well as school busses and solid waste trucks, and thinks those smart corporations going completely EV to save money and questioned what we may be missing for them to make that business decision.

MR. HOLLINGSWORTH responded that Amazon does not make their money on deliveries, but on data mining. He further stated that those corporations' business philosophies and decisions are based on sustainability and social responsibility, but those decisions often do not make smart business sense for others.

Further discussion was held surrounding other companies and reasoning for moving to an EV fleet.

COUNCILMEMBER ORLANDO asked how many miles are being put on public safety or public works vehicles daily.

MR. KNUDSON responded that in his area (public works) the fleet cars do not all accrue heavy mileage, but rather the condition of the vehicles that is the basis for the decision to replace any given vehicle. As an example, streets and other areas likely see 40-50 miles each day, as supervisors are visiting various sites to perform status checks throughout the day.

MR. HOLLINGSWORTH agreed that it varies and that our police department vehicles are accruing approximately 14,500 annually.

COUNCILMEMBER ORLANDO stated we need to keep PD separate, as he agrees, we cannot allow for a battery to die if an officer is in a car chase. Regarding infrastructure, he knows ours is there and then Mesa and Gilbert are working on federal grants to allow for plug-ins for their own fleet, but he states for around-the-town driving when you are only putting on 35-50 miles a day it would be more economical to plug in overnight when you're only paying $.09/kilowatt and asks why we would not consider that.

MR. HOLLINGSWORTH stated we are paying more per kilowatt hour than $.09.

COUNCILMEMBER ORLANDO asked if we are APS or SRP.

MR. HOLLINGSWORTH responded that we have both APS and SRP and that the key is utilization; the more miles per year the more advantageous to use EV, the less miles per year, the less advantageous to use EV and reiterated that it truly is a numbers game.

COUNCILMEMBER ORLANDO asked if his recommendation was to go with hybrids.

MR. HOLLINGSWORTH responded that it is their recommendation to treat it on a one-by-one basis and if EV makes sense, then absolutely.

Discussion was held around the capability with EV and usage outside the city for longer distances with the consensus in agreement that vehicles should be considered on a case-by-case basis and what makes sense for how the vehicle is planned to be used.

MR. TURNER continued the presentation and discussed the grant received from SRP to conduct a fleet electrification plan and the parameters around acceptance of that grant, which made the grant very cost prohibitive due to the cost of converting heavy duty vehicles over to EV. The study did not include hybrid vehicles, purely EV.

COUNCILMEMBER ENCINAS asked if there is a certain number of vehicles required for the grant.

MR. TURNER stated that they reviewed Chandler's entire fleet.

MR. HOLLINGSWORTH used the parks, aquatics and facilities fleet on Ryan Road as an example, stating that if we converted the majority of the fleet there to EV, there is not enough utility at the facility to satisfy the grant requirement and it would be very costly to update the utility service for that building to have the necessary charging capability.

MR. TURNER continued the presentation and discussed car charging stations, pointing out that the 2023 Maricopa Association of Governments (MAG) Electrification Readiness Strategic Plan found an excess of charging stations around the valley based on the current demand. Additionally, in speaking with area municipalities regarding their use of grant funding for charging stations, he learned they are not using the funding for their own fleet, but rather to encourage public use of electric vehicles and remove barriers from owning an EV.

COUNCILMEMBER ORLANDO stated that the older charge stations are slower and inquired about what the city has available.

MR. TURNER responded that all of ours are level two and continued providing details on the public car charging stations from the presentation.

COUNCILMEMBER STEWART asked if we are subsidizing the chargers.

MR. TURNER responded that we are not and that on average, cars are parked for about three hours, with about 110 cars using the charging stations.

Discussion among the members was held surrounding the possibility of subsidization and time limits being added to chargers, as well as usage parameters, with no definitive requests or decisions being made.

MR. TURNER continued the presentation, stating that council did not implement zoning stipulations for new developments to include charging stations. He further stated that the capacity at our public charging stations downtown have not been reached. We added that we are finding that repairs have been difficult, with providers being non-responsive and parts often on backorder.

Discussion among the group was held regarding solid state batteries and new technologies being introduced, which could change the EV market. Further discussion was held about a new battery manufacturing facility in the east valley.

MR. HOLLINGSWORTH continued the presentation with the Recommended Policy slide.

COUNCILMEMBER ORLANDO asked if we get a percentage of the proceeds from our private vendor charging stations.

MR. TURNER responded that we do, and it is minimal; about $80 every few months.

COUNCILMEMBER ORLANDO asked if the companies installing charging stations are also installing the infrastructure.

MR. TURNER responded in the affirmative.

MR. HOLLINGSWORTH added that the city-owned charging stations are not generating revenue, with the two awaiting installation in the new city hall parking lot being the first ones to potentially be pay-to-charge stations, as they will be owned by the city. He further stated that he has received guidance from the vendors that the typical charge for the stations is two times the utility rate we would be charged to offer the service.

COUNCILMEMBER ENCINAS inquired about the purchasing policy and asked if there is a ratio that should be considered as part of the policy to show we are trying to prioritize EV and hybrids within our fleet.

MR. HOLLINGSWORTH responded that when completing the TCO (total cost of ownership) analysis, it becomes very apparent which type of vehicle is the best option. He further stated that our motor pool vehicles are the best candidates for EV and hybrids, as the older vehicles age out.

COUNCILMEMBER ORLANDO asked if we have investigated purchasing any plug-in hybrids.

MR. HOLLINGSWORTH responded that due to low inventory for fleet purchases, he has not and that the pure hybrid models are more readily available.

MS. LANG led councilmembers on a discussion of the recommended policy and whether they agree with what was presented today.

COUNCILMEMMBER STEWART suggested removing the word "require" from the last bullet, as it insinuates that it has been added to code as a requirement for new developments and redevelopments and suggests changing that word to "encourage," or "recommend."

Discussion was held surrounding the recommended policy.

COUNCILMEMBER ORLANDO stated that he is not ready to move forward on recommendations and would like to do more research and information gathering prior to it being presented to council.

COUNCILMEMBER STEWART asked if that mean a decision will not be made today.

COUNCILMEMBER ORLANDO stated that he would like time to compile his notes and ask more questions of staff before offering further thoughts.

COUNCILMEMBER STEWART suggested the council subcommittee members meet virtually with staff to further discuss.

Further discussion was held among the group, with no further agreements made.

COUNCILMEMBER ENCINAS stated agreement with the first three bullets, as they state they are reviewed annually, which is important with advances to technology, but he would also like more clarification on the last bullet.

COUNCILMEMBER STEWART stated they are all in agreement with the first few bullets, but the group will plan a follow-up call with further clarification needed on the last bullet presented.

All members agreed with Councilmember Stewart and the meeting was adjourned.

## Adjourn

The meeting was adjourned at 12:24 p.m.

Recording Secretary

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**PROFESSIONAL SERVICES AGREEMENT**
**CONSTRUCTION MANAGEMENT SERVICES**
**TURF TO XERISCAPE PROGRAM, PHASE I**
**Project No. ST2405.451**
**Council Date: June 26, 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 Burgess & Niple, Inc.**,** an Ohio corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

## RECITALS

A. City proposes to engage Consultant to provide construction management services for Turf to Xeriscape Program, Phase I 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.

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## 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 665 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 $496,445 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:

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| | | |
|---|---|---|
| To City: | City of Chandler - Public Works & Utilities Department<br>Attn: CIP City Engineer: Daniel Haskins, P.E.<br>P.O. Box 4008, Mail Stop 407<br>Chandler, AZ 85244-4008<br>Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov | |
| With a copy to: | City of Chandler - Public Works & Utilities Department<br>Attn: Adam.Kleiser**,** Project Manager<br>P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008<br>Phone: 480-782-3325 Email: Adam.Kleiser@chandleraz.gov | |
| To Consultant: | **LEGAL COMPANY NAME:** | Burgess & Niple, Inc. |
| | Mailing Address: | 330 Rush Alley, Suite 700, Columbus, OH 43215 |
| | Physical Address: | 330 Rush Alley, Suite 700, Columbus, OH 43215 |
| | Statutory Agent Name: | Jason Pagnard |
| | Statutory Agent Mailing Address: | 1230 W. Washington Street, Suite 511<br>Tempe AZ 85288 |
| | Statutory Agent Physical Address: | 1230 W. Washington Street, Suite 511<br>Tempe AZ 85288 |
| | **CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE** | |
| | Name: | Jason Pagnard |
| | Title: | Vice President |
| | Phone: | 480.580.4333 |
| | Email: | jason.pagnard@burgessniple.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

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

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

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

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

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

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

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

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

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

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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.

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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.

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

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

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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

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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.

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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.

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

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

**"CITY"**
**CITY OF CHANDLER**

Mayor

**RECOMMENDED BY:**

Daniel Haskins June 8, 2025
Daniel Haskins, P.E.
CIP City Engineer

**APPROVED AS TO FORM:**

City Attorney

**ATTEST:**

City Clerk Seal

**"CONSULTANT"**
**BURGESS & NIPLE, INC.**

Jason L. Pagnard June 6, 2025
Signature Date

Jason Pagnard
Print Name

Vice President
Title

Jason.Pagnard@burgessniple.com
Signer Email Address

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# EXHIBIT "A"
# SCOPE OF SERVICES/SCHEDULE

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**EXHIBIT "A"**

**CONSTRUCTION MANAGEMENT**
**SCOPE OF SERVICES**
**TURF TO XERISCAPE**
**PROJECT NO. ST2405.451**

## PROJECT DISCRIPTION

The City of Chandler Turf to Xeriscape project consists of converting turf grass to xeriscape landscape in eight city-maintained sites within the City of Chandler.

## PROJECT TASKS

### 1. PRE-CONSTRUCTION ASSISTANCE

#### A. Task 1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting.

ii. Consultant will perform a review of all construction documents for familiarity and for general conformance with City requirements.

### 2. CONSTRUCTION MANAGEMENT

#### A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes **40** weekly meetings will be held.

#### B. Task 2.2 CPM Schedule

i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.

ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes **10** reviews of updated CPM schedule.

#### C. Task 2.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes **20** RFI responses.

#### D. Task 2.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes **15** reviews.

#### E. Task 2.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes **10** RFPs.

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### F. Task 2.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes **20** FD's.

### G. Task 2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes **10** payment applications, with **02** reviews each.

### H. Task 2.8 Public Outreach

i. Consultant must provide public outreach services, whether by Consultant or subconsultant. Tasks will include: create and maintain project website; maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log; public weekly email updates; public interactions with property owners as a liaison between property owners and the City; coordination meetings; project meetings; public meeting coordination.

## 3. CONSTRUCTION INSPECTION

### A. Task 3.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes **1.25 inspectors full-time: 40-hours per week for 36 weeks**.

### B. Task 3.2 Landscape / Irrigation Inspection Services

i. Consultant must provide Irrigation system layout and installation observations; attend and observe irrigation system pressure tests; and attend a nursery visit to tag and inspect plant material. Consultant assumes **20** site visits.

### C. Task 3.3 Project Closeout

i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

iii. Consultant must provide all documents in an electronic version that matches the City's filing system, so it can be imported into City's files.

## 4. MATERIALS TESTING

### A. Task 4.1 Quality Control (QC) Test Program

i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City and MAG; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance;

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and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

**B. Task 4.2 Quality Assurance (QA) Test Program**

i. Consultant must prepare and maintain a materials Quality Assurance plan per City and MAG.

ii. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

## 5. RECORD DRAWINGS

A. **Task 5.1 Record Drawings**

i. Review and monitor Contractor's weekly updates on red-line drawing set.

ii. Transfer red-line comments to City's construction plans to create record drawings.

iii. Provide resident engineer and/or architect and/or landscape architect stamp/certification on record drawings cover sheet. Ensure all required signatures on the cover sheet.

iv. Provide and deliver record drawings digital pdf format to the City as required for as-built submittal process at city CM.

## ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

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# EXHIBIT "B"
# COMPENSATION AND FEES

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# EXHIBIT "B"
# CONSTRUCTION MANAGEMENT
# SCOPE OF SERVICES
# FEE SCHEDULE
## (NOT TO EXCEED)

| Task | Description | Cost |
|---|---|---|
| **1** | **PRE-CONSTRUCTION ASSISTANCE** | |
| 1.1 | Pre-Construction Assistance | $ 4,590.00 |
| | | |
| | **SUBTOTAL TASK 1:** | **$ 4,590.00** |
| **2** | **CONSTRUCTION MANAGEMENT** | |
| 2.1 | Weekly Construction Meetings | $ 46,800.00 |
| | | |
| 2.2 | CPM Schedule | $ 11,700.00 |
| | | |
| 2.3 | Requests for Information (RFI) | $ 19,400.00 |
| | | |
| 2.4 | Shop Drawing Submittals | $ 11,400.00 |
| | | |
| 2.5 | Requests for Proposal (RFP) | $ 14,150.00 |
| | | |
| 2.6 | Field Directive (FD) | $ 15,200.00 |
| | | |
| 2.7 | Contractor Payment Applications | $ 10,300.00 |
| | | |
| 2.8 | Public Outreach | $ 8,900.00 |
| | | |
| | **SUBTOTAL TASK 2:** | **$ 137,850.00** |
| **3** | **CONSTRUCTION INSPECTION** | |
| 3.1 | Inspection Services | $ 264,705.00 |
| | | |
| 3.2 | Landscape/Irrigation Inspection Services (IF APPLICABLE) | $ 8,300.00 |
| | | |
| 3.3 | Project Closeout | $ 9,830.00 |
| | | |
| | **SUBTOTAL TASK 3:** | **$ 282,835.00** |
| **4** | **MATERIALS TESTING** | |
| 4.1 | QC Test Program | $ 5,280.00 |
| | | |
| 4.2 | QA Test Program | $ 2,640.00 |
| | | |
| | **SUBTOTAL TASK 5:** | **$ 7,920.00** |
| **5** | **RECORD DRAWINGS** | |
| 5.1 | Record Drawings | $ 5,750.00 |
| | | |
| | **SUBTOTAL TASK 6:** | **$ 5,750.00** |

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| **SUBCONSULTANTS** | |
|---|---|
| MakPro | $ 19,250.00 |
| Ninyo & Moore | $ 9,750.00 |
| | $ - |
| | $ - |
| **SUBTOTAL SUBCONSULTANTS:** | **$ 29,000.00** |
| **ALLOWANCES** | |
| Direct Expense Allowance | $ 21,000.00 |
| Owner's Allowance | $ 7,500.00 |
| **SUBTOTAL ALLOWANCES:** | **$ 28,500.00** |
| **PROJECT TOTAL:** | **$ 496,445.00** |

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**CM SERVICES**
FEE AND REIMBURSABLE COSTS

Project Name: **Turf to Xeriscape Program, Phase 1**
Project No.:**ST2405.401**

| | TASKS | CONSTRUCTION MANAGER | RESIDENT ENGINEER | PROJECT ENGINEER | LEAD INSPECTOR | INSPECTOR | TOTAL HOURS | FEES | ASSUMPTIONS |
|---|---|---|---|---|---|---|---|---|---|
| | Hourly Rates by Category : | $ 235.00 | $ 210.00 | $ 175.00 | $ 145.00 | $ 135.00 | | | |
| | **Turf to Xeriscape - CM Services** | | | | | | | | |
| **1** | **Pre-Construction Assistance** | **6** | **4** | **4** | **2** | **10** | **26** | **$ 4,590.00** | |
| 1.1 | Pre-Construction Meeting Attendance | 2 | 4 | 0 | 2 | 2 | 10 | $ 1,870.00 | |
| | Construction Documents Review | 4 | 0 | 4 | 0 | 8 | 16 | $ 2,720.00 | |
| **2** | **Construction Management** | **205** | **60** | **425** | **0** | **20** | **710** | **$ 137,850.00** | |
| 2.1 | Weekly Construction Meetings | 80 | 0 | 160 | 0 | 0 | 240 | $ 46,800.00 | 40 |
| 2.2 | CMP Schedule | 20 | 0 | 40 | 0 | 0 | 60 | $ 11,700.00 | 10 |
| 2.3 | Requests for Information (RFI) | 20 | 20 | 60 | 0 | 0 | 100 | $ 19,400.00 | 20 |
| 2.4 | Shop Drawing Submittals | 15 | 0 | 45 | 0 | 0 | 60 | $ 11,400.00 | 15 |
| 2.5 | Requests for Proposal (RFP) | 20 | 20 | 30 | 0 | 0 | 70 | $ 14,150.00 | 10 |
| 2.6 | Field Directives (FD) | 20 | 0 | 60 | 0 | 0 | 80 | $ 15,200.00 | 20 |
| 2.7 | Contractor Payment Applications | 10 | 0 | 30 | 0 | 20 | 60 | $ 10,300.00 | 10 |
| 2.8 | Public Outreach | 20 | 20 | 0 | 0 | 0 | 40 | $ 8,900.00 | |
| **3** | **Construction Inspection** | **55** | **0** | **18** | **108** | **1860** | **2041** | **$ 282,835.00** | |
| 3.1 | Inspection Services | 43 | 0 | 0 | 80 | 1800 | 1923 | $ 264,705.00 | |
| 3.2 | Landscape / Irrigation Inspection Services | 0 | 0 | 0 | 20 | 40 | 60 | $ 8,300.00 | 20 |
| 3.3 | Project Closeout | 12 | 0 | 18 | 8 | 20 | 58 | $ 9,830.00 | |
| **4** | **Materials Testing** | **6** | **6** | **30** | **0** | **0** | **42** | **$ 7,920.00** | |
| 4.1 | Quality Control (QC) Test Program | 4 | 4 | 20 | 0 | 0 | **28** | **$ 5,280.00** | |
| 4.2 | Quality Assurance (QA) Test Program | 2 | 2 | 10 | 0 | 0 | **14** | **$ 2,640.00** | |
| **5** | **Record Drawings** | **2** | **0** | **24** | **0** | **8** | **34** | **$ 5,750.00** | |
| 5.1 | Record Drawings | 2 | 0 | 24 | 0 | 8 | **34** | **$ 5,750.00** | |
| | **LABOR TOTALS** | **274** | **70** | **501** | **110** | **1,898** | **2,853** | **$ 438,945.00** | |

| Subconsultants | | |
|---|---|---|
| **Firm** | **Task** | **Fee** |
| Makpro | Public Outreach Services | $ 19,250.00 |
| Ninyo and Moore | QA Materials Testing | $ 9,750.00 |
| | | |
| | | |
| **SUBCONSULTANTS TOTAL** | | **$ 29,000.00** |

| Expenses | | | | |
|---|---|---|---|---|
| **Item** | **Unit** | **Cost / Unit** | **No. of Units** | **Total** |
| Mileage | Each | $ 0.70 | 30000 | $ 21,000.00 |
| | | | | $ - |
| **EXPENSE TOTAL** | | | | **$ 21,000.00** |

| | |
|---|---|
| **Labor** | **$ 438,945.00** |
| **Subconsultants** | **$ 29,000.00** |
| **Expenses** | **$ 21,000.00** |
| **Owners Allowance** | **$ 7,500.00** |
| **TOTAL COST** | **$ 496,445.00** |

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**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

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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.

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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.

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# EXHIBIT “D”
# SPECIAL CONDITIONS

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant’s subconsultants must comply with City of Chandler requirements.

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# 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**

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# EXHIBIT "F"
# FEDERAL REQUIREMENTS

**N/A**

CHANDLER arizona
Community of Innovation

**City Council Memorandum Public Works & Utilities Memo No. CP25-144**

**Date:** June 23, 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:** Alyssa Siqueiros, Construction/Design Project Manager
**Subject:** Construction Agreement No. ST2405.401, with ELS Construction, Inc., for the Turf to Xeriscape Program, Phase I

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## Proposed Motion:

Move City Council award Construction Agreement No. ST2405.401, to ELS Construction, Inc., for the Turf to Xeriscape Program, Phase I, in an amount not to exceed $4,645,925.43.

## Background/Discussion:

The City of Chandler 2023-2025 Strategic Framework describes the city's intention to embrace sustainability and be a leader in water conservation. Chandler has always been committed to water conservation and has a long history of water conservation programs designed to encourage xeriscape landscaping, which is a type of landscape that uses minimal irrigation by incorporating drought-tolerant trees, shrubs, and native grasses.

This project is the first phase of the Turf to Xeriscape program and will convert approximately 25 acres of turf in city-maintained landscaped drainage basins into areas that enhance livability while respecting the desert environment. This phase includes seven sites located north of the Loop 202 Santan Freeway between Kyrene Road and Arizona Avenue. Removing the turf will reduce water usage by approximately 22.5 million gallons per year. As water management is a key part of Chandler's commitment to a sustainable water supply, this program fulfills the goal established to reduce water consumption when and where possible.

City Council approved the acceptance of a grant from the Water Infrastructure Finance Authority of Arizona (WIFA) to partially fund this project via Resolution No. 5723 on September 21, 2023. On February 22, 2024, Council approved a professional services agreement with J2 Engineering and Environmental Design, LLC, for design of this project. The project team conducted an extensive public outreach, including mailing over 3,100 postcards and hosting two public meetings, one for each group of sites. Residents were invited to review proposed improvements and provide feedback via an online survey, website, and hotline. Staff then presented the exhibits with recommendations to the Sustainability and Technology Council Subcommittee on November 8, 2024. Staff then revised the designs to incorporate Council's guidance, updated the project website, and re-engaged with residents through emails and direct calls. Attached to this memo are the minutes of the November 8, 2024, Sustainability and Technology Council Subcommittee meeting.

The project scope of work consists of sod removal, edge preparation, pre-emergent, as well as the installation of screened granite, new irrigation controllers, drip irrigation, shrubs, and trees. The agreement completion time is 300 calendar days following Notice to Proceed.

A related Professional Services Agreement with Burgess & Niple, Inc., for the Turf to Xeriscape Program, Phase I, is also scheduled for this City Council meeting.

**Evaluation:**

Six (6) bids were opened on May 29, 2025. The bid results were as follows:

| Contractor | Bid Total |
|---|---|
| ELS Construction | $4,645,925.43 |
| Nickle Contracting, LLC | $4,929,011.85 |
| Doege | $5,002,821.77 |
| Oliver Industries | $5,031,463.99 |
| Earthscape, Inc. | $5,498,418.60 |
| CD Development | $6,930,366.55 |
| AZ Block Corp | No Responsive |

**Financial Implications:**

This project will be primarily funded by Turf to Xeriscape Capital General Funds. The city received a WIFA grant that will reimburse up to $3,000,000 with a 25% local match. The WIFA grant covers design, construction management, and construction.

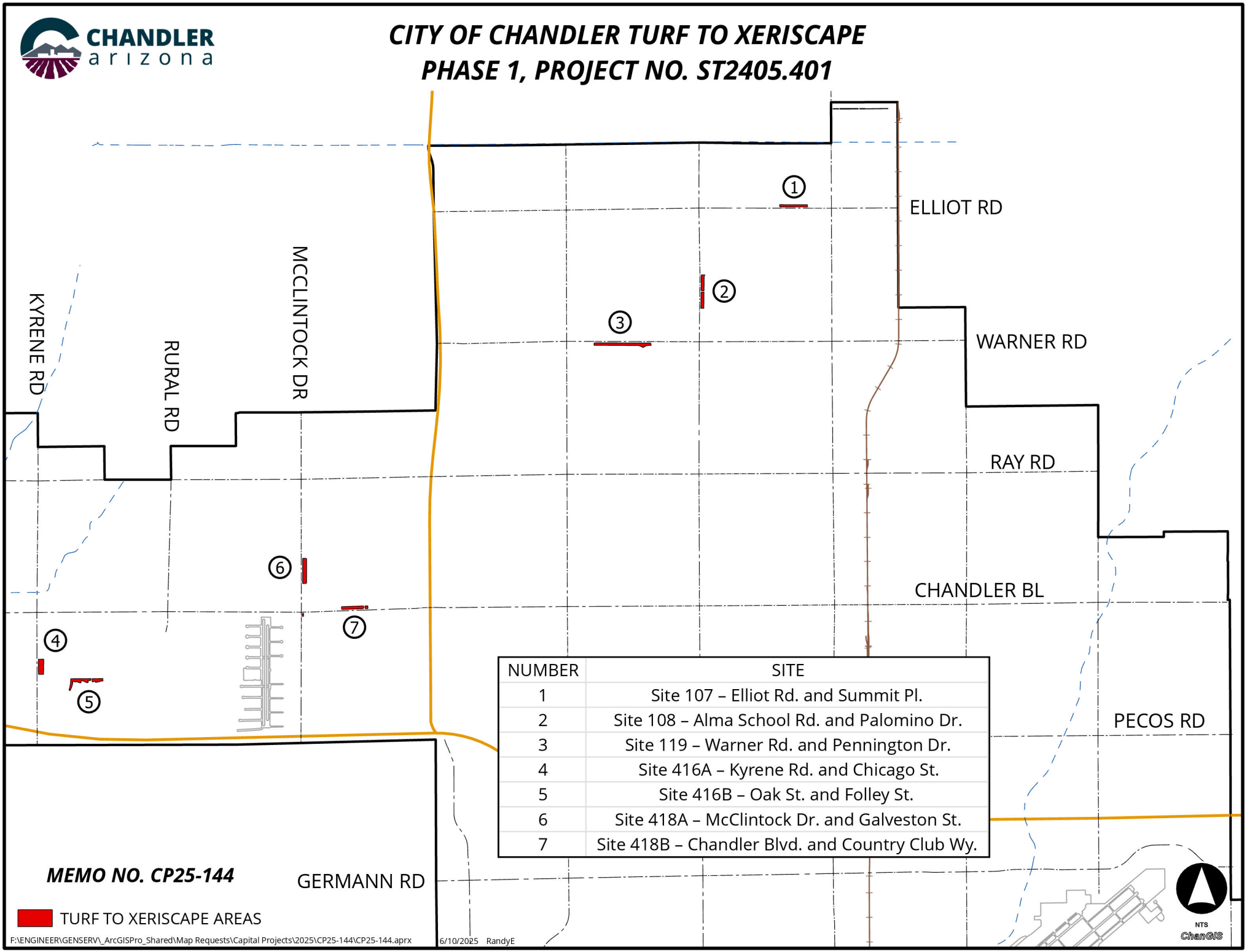
## Fiscal Impact

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 417.3310.6517.6ST787 | Capital Grants | Turf to Xeriscape Program | $2,250,133.00 | Y |
| 411.3310.6210.6ST787 | GO Bonds | Turf to Xeriscape Program | $2,395,792.43 | Y |

## Attachments

Location Map
Council Subcommittee Minutes
Agreement

# CITY OF CHANDLER TURF TO XERISCAPE
# PHASE 1, PROJECT NO. ST2405.401




| NUMBER | SITE |
|---|---|
| 1 | Site 107 – Elliot Rd. and Summit Pl. |
| 2 | Site 108 – Alma School Rd. and Palomino Dr. |
| 3 | Site 119 – Warner Rd. and Pennington Dr. |
| 4 | Site 416A – Kyrene Rd. and Chicago St. |
| 5 | Site 416B – Oak St. and Folley St. |
| 6 | Site 418A – McClintock Dr. and Galveston St. |
| 7 | Site 418B – Chandler Blvd. and Country Club Wy. |

***MEMO NO. CP25-144***

TURF TO XERISCAPE AREAS

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NTS

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# Meeting Minutes
# City Council Sustainability and Technology Subcommittee Meeting

November 8, 2024 | 10:30 a.m.
City Hall 5th Floor Large Conference Room
175 S. Arizona Ave., Chandler, AZ

## Call to Order
The meeting was called to order at 10:30 a.m.

## Roll Call

### Subcommittee Attendance
Councilmember Mark Stewart
Councilmember Matt Orlando
Councilmember Angel Encinas

### Staff Attendance
Steven Turner
Dawn Lang
John Knudson
Simone Kjolsrud
Mike Hollingsworth
Daniel Haskins
Jeremy Abbott
Alexis Apodaca
Toni Smith
Adam Kleisler
Tera Scherer

## Discussion

1. Turf to Xeriscape Conversion Update

JOHN KNUDSON, Public Works Director, introduced the item and presented information on the city's conversion from turf to xeriscape and our conservation of water with historic draught conditions that has caused Colorado River levels to drop extensively.

The state has offered various rebate programs and grants that many cities are taking advantage of. Chandler received a $3 million WIFA (Water Infrastructure Finance Authority of Arizona) grant to help fund the turf to xeriscape conversion program to for unused public grassy spaces to aid in water sustainability, as outlined in the 2023-2025 Strategic Framework.

COUNCILMEMBER ORLANDO stated he has no problem with xeriscaping but is concerned about the upkeep and maintenance associated with conversions. He referenced Elliot, Alma School, and Dobson roads and the xeriscaping done some years back, stating that no upkeep has been performed. He asked if there is an ongoing maintenance plan and strategy for annual or 18-month refresh of plants and trees.

MR. KNUDSON stated it is a separate capital improvement fund for what is referred to as "reveg" (revegetation) of areas affected by weather and storm damage and agreed that they may need to investigate bolstering the maintenance and replacement program associated with the xeriscaping. Mr. Knudson further stated they recently replaced a lot of the vegetation along Chandler Boulevard in the medians as well as a few other areas throughout the city.

COUNCILMEMBER ORLANDO requested that the reveg strategy be reviewed and discussed at a later date.

SIMONE KJOLSRUD, Water Resources Manager, began the presentation and noted they will be speaking specifically about some of the city's public spaces with a goal of saving water. Watering grass is much more water-intensive than xeriscaping such as retention basins, that average between three and six million gallons of water for irrigation each year, which is roughly equivalent to the annual water use for 30-60 homes. Retention basins are considered non-functional grass as they are not used for recreation purposes, with most of the basins located along major streets.

COUNCILMEMBER STEWART asked for clarification on the amount of water being used for each site, or the whole city.

MS. KJOLSRUD responded that each site uses between 3- and 6-million gallons per year and further stated that in the winter months they do not overseed any of the sites due to the excess watering requirements.

COUNCILMEMBER STEWART asked if those sites are watered in the winter months.

MS. KJOLSRUD responded that the sites are still watered in the winter, but the frequency is reduced.

COUNCILMEMBER STEWART asked how much water the plants would use.

MS. KJOLSRUD responded that the presentation includes water savings estimates for each site, but projections show usage will be approximately 20-25 percent of current usage.

COUNCILMEMBER ORLANDO inquired about other ground cover available other than rocks, as he stated the heat dissipates from the rocks and wonders if it is far too hot for the foliage, which goes back to his original concern about the maintenance and upkeep of dying plants.

MS. KJOLSRUD replied that there are other types of ground cover, and we can also work with the landscape design company for recommendations for other possibilities for ground cover. She further stated that one

of the design principles that is commonly employed with the xeriscape design is to implement a mix of trees and shrubs for the purpose of providing a canopy for shade. The goal is to have enough canopy from both trees and shrubs that it is helping to provide enough shade coverage to alleviate the excess heat. Additionally, choosing plants that area hardy and sturdy, as well as drought-tolerant trees and shrubs that can handle summer heat.

COUNCILMEMBER ORLANDO would like staff to investigate the reduction of trimming and cutting of the plants, as that is a water reduction strategy as well and inquired if the vegetation selected can last a couple of years between trimmings. He then inquired about the percentage of shade coverage on the xeriscape plans being presented.

MR. KNUDSON stated there is a goal of shade coverage of 30-50 percent of each site.

MS. KJOLSRUD agreed and continued the presentation, stating that normally, the goal would always be 50 percent of an area have shade, but noted it differs a little bit depending on whether you're looking at shade coverage from shrubs versus trees. Ms. Kjolsrud then showed the proposed plan and noted the large number of trees included in the designs. She further stated that is an investment in water savings, with intense pressure from not just the state of Arizona, but from the entire Colorado River Basin to invest in water savings. Many municipalities in Arizona are in negotiations on Colorado River shortages, with the desire to see visible, meaningful changes happening within each municipality. Many Phoenix area cities are working on finding the right projects using grant funding for the benefit of water savings. Ms. Kjolsrud noted the goal of this project is not to take grass away from actively used recreational spaces, but rather to locate spaces where there will be meaningful water savings without impacting recreational opportunities and quality of life.

MS. KJOLSRUD stated the state of Arizona has dictated that some of the ARPA funding will be used for water conservation projects, with a specific amount of money set aside through the Water Infrastructure Finance Authority (WIFA) to incentivize municipalities to do some of these larger grass removal projects that would normally not be possible due to the expense. The WIFA grant funding was approved by Council in September of 2023, and included a list of different projects, but Ms. Kjolsrud wanted to state for the record, that today's meeting is solely to discuss the $3 million grant for Turf to Xeroscape Conversions on publicly owned property. The terms of that grant require a 25 percent match from the city for funding, and with a total amount spent for the projects will be $4 million. The terms of the accepted grant state the city will have to spend five percent of the funds by December 2, 2024, and we will meet that required grant milestone with the completion of the design process. The next required milestone will be to spend $2 million by the end of 2025, so we will need to begin construction on the sites identified in Phase 1 of the project, with a project completion requirement of summer of 2026.

COUNCILMEMBER ORLANDO asked if there are any other grants available.

MS. KJOLSRUD stated that other WIFA funding has gone towards other projects, as they are all earmarked for specific usage. The $250 million that went to the Water Conservation Grant Fund has been appropriated and none but not used wholly.

MS. KJOLSRUD continued the presentation with an overview of expected water savings per year based off historical use, to be around $84,000 per year in utility savings, at about 27 million gallons per year, which is a substantial amount of water savings. The maintenance costs are not going to decrease, however, but the goal is to try to keep maintenance costs flat if possible. She pointed out that it is a different maintenance program to maintain xeriscape versus grass and further stated the current landscape contract is for five years, and there would be an option to adjust those costs as needed for the xeriscape.

COUNCILMEMBER ORLANDO requested staff review the statement of work on the maintenance contract to ensure that the xeriscape plants and trees are maintained in much better condition.

MR. KNUDSON stated that once each area is converted, we would then review the agreements. If it is mid-year, or mid-contract, the vendor would review the area in question and rebid that area. Mr. Knudson explained each area is bid individually and pricing is based on the condition of the area at the time of the bid process.

COUNCILMEMBER ORLANDO asked if they do plant replacement.

MR. KNUDSON stated he does not believe they are contracted for replacement, only maintenance. The re-vegetation is what will need to be reviewed.

MS. KJOLSRUD explained how the sites for phase one of this project were selected, based on an in-depth analysis on what the water use history has been in the past, what surrounds each site, and how to get the most out of the investment. Conversion of all 15 sites would not be possible through WIFA funding based on timing requirements, so it has been determined that eight sites will be prioritized based on size, and the amount of grass, with sloped areas that require excessive watering being targeted. The remaining areas will be included as phase two of the project. The prioritized sites and initial design options for 100 percent grass removal, 100 percent conversion to xeriscape design is what were presented at the public meetings that were held.

DANIEL HASKINS, Capital Projects Manager, explained the process for the public meetings. Conceptual designs for each site were completed with informational postcards being mailed to 3,500 residents that live near each of the retention basins to seek feedback. The area was broader than just direct neighbors of each of the sites, with whole neighborhoods included in the mailings. Two separate public meetings were held in which residents in attendance could speak with the designer and city staff to talk through the conceptual plans on display. In addition to the notification postcards that were sent out, a website has been created to track the project status, and a survey was also sent out. All information on responses received were compiled.

MR. HASKINS began presenting the conceptual designs for each of the sites *(refer to presentation)*, stating that most of the sites are along busy streets. The sites are not being overseeded in the wintertime, and therefore do not get extra water. Additionally, he pointed out that many existing and established trees will be kept as possible, indicated in the conceptual designs as having a plus (+) sign on top.

COUNCILMEMBER ORLANDO stated again his concern for how quickly areas deteriorated that had been xeriscaped, after only three or four years, with many of the areas entryways into communities.

MR. KNUDSON agreed that his concerns are valid and that the loss of shrubs and trees will need to be addressed.

MR. HASKINS continued the presentation of each site, highlighting the utility savings for each area.

MR. HASKINS stated staff would like to move forward with the phase one sites presented today, since there was not much negative feedback received from residents. Furthermore, staff will be contacting residents that did leave feedback to discuss the project further, with the website being updated with all conceptual designs.

MR. KNUDSON led the subcommittee on a brief discussion of the areas presented thus far, reiterating that no negative feedback was received from the community, as those areas are not used for recreation purposes.

MR. HASKINS continued the presentation with the areas that received mixed feedback from residents, stating that more in-dept conversation may need to be held. Site 416B feedback was to keep the area as is, as it is used by residents as walking paths. Mr. Haskins stated the area will remain available for that use; with more shade provided as part of the plan.

COUNCILMEMBER ORLANDO asked whether these sites were inside an HOA area but owned by the city.

MR. KNUDSON replied these are odd areas, as they are within an HOA or adjacent to HOA owned areas but are city owned.

MR. HASKINS continued the presentation and discussion was held regarding area 419 and the strange slopes that exist.

MR. KNUDSON explained that the reason for the large hill is due to a sewer line extending from Intel into the greenspace within the Twelve Oaks neighborhood. The mound of soil was placed there to protect the sewer line from damage.

COUNCILMEMBER STEWART asked if the tree roots would have an impact on the sewer line.

MR. KNUDSON stated that the trees would be planted far enough away they would not impact the sewer line.

COUNCILMEMBER STEWART asked for verification on whether the community uses that area for recreation purposes.

MR. HASKINS responded that they have a couple of recommendations for area 419 to keep green space in the flat areas of this site and staff is recommending option C.

COUNCILMEMBER ENCINAS asked why Option B is not being recommended.

MS. KJOLSRUD responded that option B does not have a lot of water savings, and part of our commitment for the funding qualification is to omit 200 acres of grass to achieve the water savings, and option B just does not get us to that point. Although there is not a commitment outlined specifically in the grant contract, the further away we get from our initial commitment, we do run the risk of the grant parameters being modified and receiving less funding. This city-owned retention basin uses a significant amount of water and it is more than any other.

Discussion among the group was held surrounding the options for this site and subcommittee members have requested the grassy area be extended to Butler Drive.

MS. KJOLSRUD stated she would take that option to the designer.

COUNCILMEMBER STEWART stated that this area seems like a great opportunity to install a park with play equipment and a couple pavilions and asked where the nearest park was located and whether this area would be an area to consider for future use.

MR. KNUDSON responded that it could certainly be an option to consider for a future project, but extensive work would need to be completed to add sidewalks, lighting, ADA compliant features, etcetera and it would be a completely different project at that point.

MS. KJOLSRUD added that the topography is strange, and a project of that nature would be tricky, plus we must be mindful that it is still a retention basin and adding too much will take away from the purpose of the land.

MR. HASKINS resumed the presentation, reiterating that staff0 0
will contact residents again to notify them of the project.

COUNCILMEMBER ENCINAS asked if there will be additional public meetings with the decided site plans, or if staff will be reaching out to the residents that had specific feedback or questions.

MS. KJOLSRUD stated they will do individual outreach and reminded everyone that there are timelines that must be followed to reach our required benchmarks for grant qualifications.

MR. KNUDSON reiterated staff will reach out to discuss the intentions with residents as well as posting the conceptual plans to the website: https://www.chandleraz.gov/residents/city-improvements/projects/turf-to-xeriscape.

COUNCILMEMBER ENCINAS asked about feedback for area 418B near Chandler Mall.

MS. KJOLSRUD stated the feedback was for more related to shade because the sidewalk gets too hot, as well as incorporating grass intermittently. One person complained that was trash accumulating in the basin. None of the feedback received was specific to the xeriscape conversion project.

COUNCILMEMBER ENCINAS asked if there was feedback asking for design elements such as walking trails.

MS. KJOLSRUD reiterated that we do not want to give the perception of these conversions being for "parks," but for the conversion of retention basins. She said even the Twelve Oaks area that looks like a great place for a park—it still needs to hold its primary purpose of being a stormwater retention basin.

COUNCILMEMBER ORLANDO asked if staff's recommendation is to remove all the grass from area 416B, stating that it looks like a lot of comments were received about not removing grass.

MS. KJOLSRUD verified comments were received about retaining some grass on that site.

COUNCILMEMBER ORLANDO asked if that was going to happen.

MR. HASKINS stated that option A was chosen due to the HOAs on either side already converting either area to xeriscape, as well as the majority of feedback received relating to shade for walking and riding trails along that site.

COUNCILMEMBER ORLANDO requested staff reconnect with residents to communicate the plans for the project.

COUNCILMEMBER STEWART asked if there was any way to divest any of the land to the HOAs so they can maintain the area, expressing interest in deeding the land over.

MR. KNUDSON stated that has not been discussed.

Further discussion was held among the group about whether these sites were all adjacent to HOAs and the HOAs having more area to maintain.

COUNCILMEMBER STEWART requested staff research the option of turning the land over to the HOAs to see if it would be an option to defray ongoing operations and maintenance of these sites.

COUNCILMEMBER ORLANDO requested staff go back to residents to get opinions on area 416B and the other options that would provide a little grass for residents. He further stated we could always pick another site to get the water savings needed.

MS. KJOLSRUD reminded councilmembers that they will not have time to go back to do more public meetings and have design plans completed for other sites with the timeline involved for the grant funding.

COUNCILMEMBER ORLANDO asked if we had plans to apply for any more grants.

MS. KJOLSRUD responded that currently there are not any water conservation grants available for public use property.

COUNCILMEMBER ORLANDO asked if there were any other properties in Chandler that could be used.

MS. KJOLSRUD responded that there is a phase two with other sites, but those sites would not make the grant benchmarks for this phase in time to receive grant funding, as it takes too long to go through the public meeting and design processes.

MR. KNUDSON stated on area 416B, staff would engage with residents on their comments relating to grass. He then referenced the Site Conversion Totals slide with substantial costs in these conversions, versus the return on investment. He reminded the group this project is about water savings, with our water bill savings estimated at $83,000 per year. It is unknown at this time about maintenance costs but stated staff will do their best to keep costs flat, but that will be up to our negotiations with contractors. He reminded the group that today's meeting is to discuss the volume of water savings.

MR. HASKINS reviewed recommendations from the subcommittee:

- Notify residents of plans to move forward with projects
- Add design recommendations to the website
- Moving forward with sites 107, 108, 119, 416A, and 418A, and 418B as recommended
- Area 416B request further feedback on options available from area residents
- Area 419 to extend grass to Butler Avenue and will require a new design

MS. KJOLSRUD added she will request the designer complete conceptual designs on discussed options to extend grass to Butler Avenue.

COUNCILMEMBER ENCINAS questioned if the project is focusing on the northwest area of Chandler due to it being a more established area of the city.

MR. KNUDSON responded that the areas they are focusing on are because they are not in HOAs.

COUNCILMEMBER ENCINAS inquired about comments received on Site 119.

MS. KJOLSRUD stated that someone responded they were concerned about what would happen to the existing trees, another question was relating to how xeriscape affects the ambient temperature, and whether xeriscape would amplify street noise. Another comment was received stating they have lived in the area 30 years and have only seen the space used a handful of times. Ms. Kjolsrud stated the comments received were not significant in relation to the project.

COUNCILMEMBER ENCINAS verified staff will reach out to residents regarding 418B.

All of staff agreed they would make contact.

COUNCILMEMBER STEWART asked if any studies were being conducted regarding the heat island effect and whether temperature will be measured after the project is completed. He understands the goal is to save water, but we do not want to have this heat island effect continue to grow.

MS. KJOLSRUD responded that the goal of adding so many trees is to mitigate any heat island effect. She further stated that what you will see is that the number one thing that's going to impact how hot those spaces get is tree canopy, whether it's grass or DG groundcover. Either way, the number of trees that you have to shade whatever is underneath them is going to be the most impactful variable in heat island effect. She further stated that ASU has done a ton of studies on the heat island effect, and it is why there is a whole program that's been going on for years now that shows the impact of planting trees to mitigate heat island effect.

COUNCILMEMBER STEWART asked for that information and Ms. Kjolsrud agreed to send it to him to read.

COUNCILMEMBER STEWART verified artificial turf is not being installed with this project.

MS. KJOLSRUD stated that that is the number one enemy of heat island effect as it gets twice as hot as rocks. We generally do not use a lot of turf as it is not recreation friendly for people or pets due to the temperature and the amount of water needed to cool off the material.

COUNCILMEMBER STEWART asked if we are taking turf out completely from the xeriscape program.

MS. KJOLSRUD responded that in September 2023 council approved a policy which limits the amount of turf that can be used in any conversion area to be limited to 50 percent or less of the area.

COUNCILMEMBERS STEWART AND ORLANDO asked that this item be brought to council to discuss the possibility of changing that to zero allowance, given that artificial turf is not environmentally friendly.

MR. HOLLINGSWORTH began part two of the Sustainability Technology Subcommittee presentation on the electric feasibility study, stating that the strategic goal is taking calculated risks to explore new technologies

and innovative pilot programs to promote efficiency, productivity, sustainability, and connectivity while demonstrating return on investment. The ELT (executive leadership team) action plan item to continue the replacement of aging city vehicles with electric and hybrid alternatives that generate return on investment. Currently, there is not any language in the city's vehicle replacement policy that addresses alternative vehicles and/or sustainability, although administrative regulations updates are in progress within his department now. Mr. Hollingsworth further stated they currently consider hybrid and EV options on a case-by-case basis, depending on usage and a multitude of other factors.

MR. HOLLINGSWORTH provided the current statistics of the city's fleet, with four percent of our vehicles being hybrid or electric models with a total of eight electric and 28 hybrids. In 2025, there will be 11 more hybrids added to our fleet. Additionally, the city has 18 public car charging ports and 11 fleet designated ports.

MR. HOLLINGSWORTH stated the analysis that was completed based on vehicle types *(slide 4 of presentation)* comparing hybrid, EV (electric vehicle) and ICE (internal combustion engine) vehicles. He explained that for his analysis he chose to use comparable vehicles. The city has some Ford Mavericks, and they make both a hybrid and an ICE version, and then the Chevrolet Bolt, as they fall into the same usage categories based on baseline data of 5,000 miles per year, as we already know what their miles per gallon or miles per kilowatt hour are on those respective models and was able to calculate the comparisons.

COUNCILMEMBER ORLANDO asked for clarification on comparing miles per hour to the EV vehicles.

MR. HOLLINGSWORTH responded that it was calculated per kilowatt hour.

COUNCILMEMBER ORLANDO (referring to his phone) stated he was looking online at their conversion tables and is trying to figure out how we equate the Bolt to miles per gallon.

MR. HOLLINGSWORTH advised the kilowatt per year based on 5,000 miles per year, which equates to 1,315 kilowatt hours per year at $.14 per kilowatt hour and the cost per gallon which varies widely throughout the year. When calculated at a cost per year is where you it starts to level off and realize what the actual savings are.

COUNCILMEMBER ORLANDO asked how much it costs to license an average vehicle in our state.

MR. HOLLINGSWORTH responded he is not sure of that cost but knows we do get a different rate from what the private sector or citizen pays.

COUNCILMEMBER ORLANDO stated that the cost to register an EV is $25 per year.

MR. HOLLINGSWORTH continued the presentation with the police vehicle comparisons, noting that we do not track idle hours, so there is a factor that is not being considered. The Ford Lightning does realize an annual fuel savings, but that vehicle is no longer being manufactured.

MR. HOLLINGSWORTH continued the presentation with residual values and how that pertains to the city, as we usually keep a vehicle in service for up to nine years, then we sell them and want to maximize the revenue we receive on the sales of our fleet vehicles, reminding the group that this data is subjective as market trends vary year to year as well as location.

MR. HOLLINGSWORTH closed his portion of the presentation by stating that based on a few of our electricity costs, hybrid represents an economic single alternative to both EV and ICE vehicles, all things being equal. Auto manufacturers' EV strategy is changing due to evolving technology. For example, increase in battery life and then also advances in hybrid, plus, new is the increased interest in hydrogen power as well. Shifting regulatory landscapes and changing consumer preferences are also things to be considered.

STEVEN TURNER, Sustainability and Performance Officer, continued the presentation by stating one of the struggles being realized by municipalities is the availability of electric vehicles, as all major producers are slowing the production in pursuit of hydrogen powered.

MR. TURNER continued the presentation, discussing CO2 impacts over the life of a vehicle, as well as the production of a lithium battery. Considering the production of a vehicle as part of its lifecycle, an ICE produces about six tons of CO2 by the time it hits the showroom, and an EV is about 12 tons. You would have to drive an EV 80,000 to 90,000 miles before it would produce less CO2 than a conventional vehicle (over its lifetime). These figures are based on the 125-mile range for an EV and a 400-mile range for a conventional vehicle. When comparing them side by side with an electric battery with a 400-mile range, that CO2 impact is significantly higher, with every one-ton of lithium mined emitting 15 tons of CO2 into the air. That said, you would have to drive an EV greater than the average lifespan of a vehicle for it to produce less CO2 than an ICE vehicle. Hybrids are recommended to bring more flexibility and efficiency than a conventional vehicle. These vehicles have a smaller battery than an EV, making the carbon impact much less significant. After the life of the vehicle, the hybrid and the electric ranges would intersect at 450,000 miles, meaning you must drive the electric vehicle 450,000 miles for it to have produced less CO2 into the air than a hybrid vehicle.

MR. TURNER stated that the strategic goal by city council, of taking calculated risks to explore new technologies and innovative pilot programs that promote efficiency, productivity, sustainability, and connectivity while demonstrating return on investments. As part of our ELT action plan, we said we were going to complete the city's fleet electric vehicle charging study and define the municipal role for placement of charging stations in the community.

COUNCILMEMBER STEWART asked that from a return on investment, from the ability to get range, the convenience of a hybrid, if that is the direction being suggested and recommended from the analysis completed and presented today.

MR. HOLLINGSWORTH responded that their recommendation is to treat vehicle replacements on a case-by-case basis and decide based on usage and need, as several departments have unique requirements. He further stated he is not discounting EV, but according to the data presented, the hybrid is the better option.

COUNCILMEMBER ORLANDO brought up Amazon, and Walmart, as well as school busses and solid waste trucks, and thinks those smart corporations going completely EV to save money and questioned what we may be missing for them to make that business decision.

MR. HOLLINGSWORTH responded that Amazon does not make their money on deliveries, but on data mining. He further stated that those corporations' business philosophies and decisions are based on sustainability and social responsibility, but those decisions often do not make smart business sense for others.

Further discussion was held surrounding other companies and reasoning for moving to an EV fleet.

COUNCILMEMBER ORLANDO asked how many miles are being put on public safety or public works vehicles daily.

MR. KNUDSON responded that in his area (public works) the fleet cars do not all accrue heavy mileage, but rather the condition of the vehicles that is the basis for the decision to replace any given vehicle. As an example, streets and other areas likely see 40-50 miles each day, as supervisors are visiting various sites to perform status checks throughout the day.

MR. HOLLINGSWORTH agreed that it varies and that our police department vehicles are accruing approximately 14,500 annually.

COUNCILMEMBER ORLANDO stated we need to keep PD separate, as he agrees, we cannot allow for a battery to die if an officer is in a car chase. Regarding infrastructure, he knows ours is there and then Mesa and Gilbert are working on federal grants to allow for plug-ins for their own fleet, but he states for around-the-town driving when you are only putting on 35-50 miles a day it would be more economical to plug in overnight when you're only paying $.09/kilowatt and asks why we would not consider that.

MR. HOLLINGSWORTH stated we are paying more per kilowatt hour than $.09.

COUNCILMEMBER ORLANDO asked if we are APS or SRP.

MR. HOLLINGSWORTH responded that we have both APS and SRP and that the key is utilization; the more miles per year the more advantageous to use EV, the less miles per year, the less advantageous to use EV and reiterated that it truly is a numbers game.

COUNCILMEMBER ORLANDO asked if his recommendation was to go with hybrids.

MR. HOLLINGSWORTH responded that it is their recommendation to treat it on a one-by-one basis and if EV makes sense, then absolutely.

Discussion was held around the capability with EV and usage outside the city for longer distances with the consensus in agreement that vehicles should be considered on a case-by-case basis and what makes sense for how the vehicle is planned to be used.

MR. TURNER continued the presentation and discussed the grant received from SRP to conduct a fleet electrification plan and the parameters around acceptance of that grant, which made the grant very cost prohibitive due to the cost of converting heavy duty vehicles over to EV. The study did not include hybrid vehicles, purely EV.

COUNCILMEMBER ENCINAS asked if there is a certain number of vehicles required for the grant.

MR. TURNER stated that they reviewed Chandler's entire fleet.

MR. HOLLINGSWORTH used the parks, aquatics and facilities fleet on Ryan Road as an example, stating that if we converted the majority of the fleet there to EV, there is not enough utility at the facility to satisfy the grant requirement and it would be very costly to update the utility service for that building to have the necessary charging capability.

MR. TURNER continued the presentation and discussed car charging stations, pointing out that the 2023 Maricopa Association of Governments (MAG) Electrification Readiness Strategic Plan found an excess of charging stations around the valley based on the current demand. Additionally, in speaking with area municipalities regarding their use of grant funding for charging stations, he learned they are not using the funding for their own fleet, but rather to encourage public use of electric vehicles and remove barriers from owning an EV.

COUNCILMEMBER ORLANDO stated that the older charge stations are slower and inquired about what the city has available.

MR. TURNER responded that all of ours are level two and continued providing details on the public car charging stations from the presentation.

COUNCILMEMBER STEWART asked if we are subsidizing the chargers.

MR. TURNER responded that we are not and that on average, cars are parked for about three hours, with about 110 cars using the charging stations.

Discussion among the members was held surrounding the possibility of subsidization and time limits being added to chargers, as well as usage parameters, with no definitive requests or decisions being made.

MR. TURNER continued the presentation, stating that council did not implement zoning stipulations for new developments to include charging stations. He further stated that the capacity at our public charging stations downtown have not been reached. We added that we are finding that repairs have been difficult, with providers being non-responsive and parts often on backorder.

Discussion among the group was held regarding solid state batteries and new technologies being introduced, which could change the EV market. Further discussion was held about a new battery manufacturing facility in the east valley.

MR. HOLLINGSWORTH continued the presentation with the Recommended Policy slide.

COUNCILMEMBER ORLANDO asked if we get a percentage of the proceeds from our private vendor charging stations.

MR. TURNER responded that we do, and it is minimal; about $80 every few months.

COUNCILMEMBER ORLANDO asked if the companies installing charging stations are also installing the infrastructure.

MR. TURNER responded in the affirmative.

MR. HOLLINGSWORTH added that the city-owned charging stations are not generating revenue, with the two awaiting installation in the new city hall parking lot being the first ones to potentially be pay-to-charge stations, as they will be owned by the city. He further stated that he has received guidance from the vendors that the typical charge for the stations is two times the utility rate we would be charged to offer the service.

COUNCILMEMBER ENCINAS inquired about the purchasing policy and asked if there is a ratio that should be considered as part of the policy to show we are trying to prioritize EV and hybrids within our fleet.

MR. HOLLINGSWORTH responded that when completing the TCO (total cost of ownership) analysis, it becomes very apparent which type of vehicle is the best option. He further stated that our motor pool vehicles are the best candidates for EV and hybrids, as the older vehicles age out.

COUNCILMEMBER ORLANDO asked if we have investigated purchasing any plug-in hybrids.

MR. HOLLINGSWORTH responded that due to low inventory for fleet purchases, he has not and that the pure hybrid models are more readily available.

MS. LANG led councilmembers on a discussion of the recommended policy and whether they agree with what was presented today.

COUNCILMEMMBER STEWART suggested removing the word "require" from the last bullet, as it insinuates that it has been added to code as a requirement for new developments and redevelopments and suggests changing that word to "encourage," or "recommend."

Discussion was held surrounding the recommended policy.

COUNCILMEMBER ORLANDO stated that he is not ready to move forward on recommendations and would like to do more research and information gathering prior to it being presented to council.

COUNCILMEMBER STEWART asked if that mean a decision will not be made today.

COUNCILMEMBER ORLANDO stated that he would like time to compile his notes and ask more questions of staff before offering further thoughts.

COUNCILMEMBER STEWART suggested the council subcommittee members meet virtually with staff to further discuss.

Further discussion was held among the group, with no further agreements made.

COUNCILMEMBER ENCINAS stated agreement with the first three bullets, as they state they are reviewed annually, which is important with advances to technology, but he would also like more clarification on the last bullet.

COUNCILMEMBER STEWART stated they are all in agreement with the first few bullets, but the group will plan a follow-up call with further clarification needed on the last bullet presented.

All members agreed with Councilmember Stewart and the meeting was adjourned.

## Adjourn

The meeting was adjourned at 12:24 p.m.

Recording Secretary

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

# CONSTRUCTION BID

## TURF TO XERISCAPE PROGRAM, PHASE I
## CITY PROJECT NO.: ST2405.401

**MAYOR**
**Kevin Hartke**

**VICE MAYOR**
**Christine Ellis**

**COUNCIL**
**OD Harris Matt Orlando**
**Angel Encinas Jane Poston Jennifer Hawkins**

Daniel Haskins

**Daniel Haskins, P.E.**
**CIP City Engineer**

**CITY OF CHANDLER, ARIZONA**

**CONSTRUCTION BID**

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# INVITATION TO BID

**TURF TO XERISCAPE PROGRAM, PHASE I**
**CITY PROJECT NO.: ST2405.401**

NOTICE IS HEREBY GIVEN that sealed bids will be received and date/time stamped by the City of Chandler Capital Projects Office, 215 East Buffalo Street, Chandler, Arizona 85225 until the bid submission date specified below.

All firms must be registered on the Arizona Procurement Portal (https://app.az.gov/) vendor registration system prior to submitting a Bid. Non-registered firms will not receive addenda notifications. Solicitation documents and addenda may be downloaded at the Arizona Procurement Portal - https://app.az.gov/. It is the contractor's sole responsibility to obtain all addenda from the Arizona Procurement Portal prior to submitting their bid proposal, and to acknowledge receipt and acceptance of the addenda in their bid proposal submittal. No separate notification of addenda will be issued. The City recommends Contractors regularly check Arizona Procurement Portal - https://app.az.gov/ for updated information.

**PRE-BID CONFERENCE:**

| | |
|---|---|
| | THERE WILL BE NO PRE-BID CONFERENCE |

**SOLICITATION QUESTIONS DUE DATE:**

| | |
|---|---|
| **May 15, 2025**<br>**5:00 p.m.**<br>**Arizona time** | All solicitation questions must be emailed to Bid.Questions@chandleraz.gov with the subject line of:<br>**"ST2405.401 TURF TO XERISCAPE PROGRAM, PHASE I BID QUESTION".**<br>Questions received **after the due date and time** will **NOT** be considered. |

**BID SUBMISSION:**

| | |
|---|---|
| **May 29, 2025**<br>**3:00 p.m.**<br>**Arizona time** | Sealed bids must be delivered to the City of Chandler Capital Projects Office located at 215 East Buffalo Street, Chandler, Arizona, 85225.<br>**Bids must be received on or before date and time specified.**<br>At that time, bids will be publicly opened and read aloud in the **Saguaro** Conference Room.<br>Bids received after the due date and time will be returned unopened without consideration.<br><br>All bids must be submitted in a sealed envelope plainly marked as follows:<br><br>**BID OF _____, CONTRACTOR**<br><br>**FOR:** ***"TURF TO XERISCAPE PROGRAM, PHASE I"***<br>**"ST2405.401"** |

Work under this Agreement includes:

The City of Chandler Turf to Xeriscape project consists of converting turf grass to xeriscape landscape in eight city-maintained sites within the City of Chandler.

Work must be completed within **300** consecutive calendar days from the Notice to Proceed. The Engineer's Estimate range is $**5 million** - $**7 million**.

Bids must be submitted on the Proposal Form provided and be accompanied by the Bid Bond for not less than ten percent (10%) of the total bid, payable to the City of Chandler, Arizona, or a certified or cashier's check. PERSONAL OR INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

The successful bidder will be required to execute the standard form of agreement for construction prior to Council award

The successful bidder must furnish a Payment Bond and Performance Bond in the amount equal to one hundred percent (100%) of the Agreement Price.

The right is hereby reserved to accept or reject any or all bids or parts thereto, to waive any informalities in any proposal and reject the bids of any persons who have been delinquent or unfaithful to any agreement with the City of Chandler.

All Bids will remain open for 90 days after the Bid opening day, but the City may, in its sole discretion, release any Bid and return the bid security prior to that date. No Bidder may withdraw his Bid during this period without written permission from the City.

Find PRELIMINARY BID RESULTS at: https://www.chandleraz.gov/business/vendor-services/capital-projects

Protest Policy - A protest of a proposed award must be filed WITH THE PURCHASING OFFICE within 5 calendar days of the first posting of the award recommendation. Award recommendations are posted on the Capital Projects web site or the City Clerk web site. If the due date occurs on a weekend or holiday the protest must be filed the next business day.
A Protest must include:

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- Identification of the project and the solicitation or agreement number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

City will review the protest and issue a written response.

| | |
|---|---|
| PUBLISHED DATE: | **5/1/2025**<br>**5/8/2025**<br>Arizona Republic<br>AFFIDAVIT OF PUBLICATION |

# BID SUBMITTAL LIST

**This list may not include all required bid submission items. It is the Contractor's responsibility to read the entire bid and determine all items required by the submission date and time.**

**DO NOT DOUBLE-SIDE ANY PART OF THE BID SUBMITTAL**

PROJECT NAME: **TURF TO XERISCAPE PROGRAM, PHASE I**

CITY PROJECT NO.**:** **ST2405.401**

**PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR SUBMITTAL ACCORDING TO THE DATE AND TIME LISTED IN THE INVITATION TO BID ADVERTISEMENT:**

A. Bid Bond (Original – with Seal)

B. Signed Proposal Acknowledgement, and licenses

C. Bid Schedule

D. Subcontractor's List Form

E. Non-Collusion Bidding Certification

F. Certificate of Insurability and Bonding

G. Arizona Department of Revenue Privilege Tax License

## BID BOND

ARIZONA STATUTORY BID BOND PURSUANT TO
TITLES 28, 34 AND 41,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, ELS Construction, Inc., (hereinafter "Principal"), as Principal, and Travelers Casualty & Surety Company of America, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Connecticut, with its principal offices in Phoenix, Az, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, held and firmly bound unto City of Chandler, AZ, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for construction of:

**TURF TO XERISCAPE PROGRAM, PHASE I**
**ST2405.401**

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into an agreement with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the agreement document with good and sufficient surety for the faithful performance of the agreement and for the prompt payment of labor and materials furnished in the prosecution of the agreement, or in the event of the failure of the Principal to enter into the agreement and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 29th day of May, 20 25

ELS Construction, Inc.
**Principal** SEAL

By: _____

Its: Secretary

Travelers Casualty & Surety Company of America
**SURETY** SEAL

By: _____
Jessika Gulliver Attorney-in-Fact

USI Insurance Services, LLC
**AGENCY OF RECORD**

2375 E. Camelback Rd Ste 740 Phoenix, AZ 85016
**AGENCY ADDRESS**

CITY OF CHANDLER
CHANDLER, ARIZONA

Rev. 11/28/22

# TURF TO XERISCAPE PROGRAM, PHASE I
# ST2405.401

## PROPOSAL ACKNOWLEDGEMENT

PROPOSAL to the City Engineer of the City of Chandler,
In compliance with the Advertisement for Bids, the undersigned bidder:

Having examined the agreement documents, site of work, and being familiar with the conditions to be met, hereby submits the following Proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed and agrees to execute the agreement documents and furnish the required bonds and certificates of insurance for the completion of said work, at the locations and for the prices set forth on the inside pages of this form.

Understands that construction of this project shall be in accordance with all applicable Uniform Standard Specifications and Standard Details except as otherwise required by the Project Plans and Project Specific Provisions.

Understands that the Proposal shall be submitted with a Proposal guarantee of cash, certified check, cashier's check, or surety bond for an amount of not less than ten percent (10%) of the amount bid.

Agrees that upon receipt of Notice of Award from the City of Chandler, the undersigned bidder will execute the agreement documents.

Work shall be completed within **300** consecutive calendar days, beginning with the day following the starting date specified in the Notice to Proceed. Said Notice will be issued in accordance with the Project Specific Provisions "NOTICE TO PROCEED," or, when, in the opinion of the Engineer, sufficient materials are, or will be available for the continuous prosecution of the work.

Acknowledges that bid prices submitted include all applicable sales and/or use taxes, and no further compensation will be approved for these items.

The Bidder hereby acknowledges receipt of and agrees that the submitter's Proposal is based on the following Addenda:

| Addendum | Date Received | Addendum No. | Date Received |
|---|---|---|---|
| 1 | 5/23/25 | 1 | 5/23/25 |
| | | | |

# PROPOSAL ACKNOWLEDGEMENT

**THIS BID IS SUBMITTED BY:** ELS CONSTRUCTION, INC.,
a corporation organized under the laws of the State of ARIZONA; a
partnership consisting of _____;
or individual trading as _____
and is the holder of an Arizona State Contractor's License: 312090 - B1

**ATTACH PHOTOCOPY**

Classification B1 No. 312090
CR21 - 315071

Failure to fill in the information above, regarding the bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.

Joint venture bid proposals will not be accepted for projects bidding in the amount (for base bid) of less than $5 million dollars.

Contractors are reminded it is a violation of State law to submit a bid if not properly licensed. Bids submitted without designating the Contractor's license classification and number, in the spaces provided above, shall be rejected. Bids submitted by Contractors without the required license shall be rejected.

Contractor acknowledges by signing below that bid prices submitted include all applicable sales and/or use taxes, and no further compensation shall be approved for these items. If there is a conflict between the unit bid price and the unit price extension for a particular pay item, the unit prices shall govern, per MAG 102.5. Also, per MAG 102.7, a proposal shall be considered irregular and may be rejected if there are unauthorized additions, statements, conditional or alternate bids, or irregularities of any kind.

Respectfully submitted,

ELS Construction, Inc.
Firm

86-0398337
Federal Tax ID Number

3329 E. Southern Ave, Phoenix, AZ 85040
Address City, State and Zip Code

602-243-1106
Phone

By (Signature Required)

John Lupoe - PreConstruction Director
Name and Title (Print)

jlupoe@evergreenaz.com
Email Address

ADDENDUM 1 (5/22/25)

NAME OF BIDDER: ELS CONSTRUCTION, INC.

CITY OF CHANDLER

TURF TO XERISCAPE - PHASE 1
Project No. ST2405.401
ADDENDUM 1 - MAY 22, 2025

## BID SCHEDULE

| NO. | DESCRIPTION | UNIT | EST. QTY. | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | Construction Surveying and Layout | LS | 1 | [redacted] | $11,400.00 |
| 2 | Erosion Control (SWPPP Preparation, Installation, Maintenance, and Removal) | LS | 1 | [redacted] | $22,800.00 |
| 3 | Mobilization/Demobilization | LS | 1 | [redacted] | $236,071.20 |
| 4 | Clearing and Grubbing (include shrub and stump removal) | LS | 1 | [redacted] | $11,480.00 |
| 5 | Remove Concrete Header | LF | 9,236 | $7.25 | $66,961.00 |
| 6 | Remove Turf Grass | SF | 1,075,265 | $1.85 | $1,989,240.25 |
| 7 | Remove Decomposed Granite | SF | 66,658 | $0.65 | $43,327.70 |
| 8 | Remove Water Meter | EA | 2 | $75.00 | $150.00 |
| 9 | Remove Backflow Preventer & Enclosure Cage | EA | 2 | $90.00 | $180.00 |
| 10 | Remove Irrigation Pump | EA | 2 | $280.00 | $560.00 |
| 11 | Remove Irrigation Controller | EA | 8 | $70.00 | $560.00 |
| 12 | Remove Trees (4" dia. and larger) | EA | 4 | $2,100.00 | $8,400.00 |
| 13 | Remove Irrigation Valves & Equipment | LS | 1 | [redacted] | $15,280.00 |
| 14 | Sawcut, Remove and Replace Asphalt | SY | 26 | $179.00 | $4,654.00 |
| 15 | Trees - 36 IN Box | EA | 153 | $620.00 | $94,860.00 |
| 16 | Trees - 24 IN Box | EA | 445 | $230.00 | $102,350.00 |
| 17 | Trees - 15 GAL | EA | 33 | $125.00 | $4,125.00 |
| 18 | Shrubs - 5 GAL | EA | 1,856 | $19.50 | $36,192.00 |
| 19 | Groundcovers - 5 GAL | EA | 1,505 | $19.50 | $29,347.50 |
| 20 | Accents - 5 GAL | EA | 1,842 | $26.00 | $47,892.00 |
| 21 | Decomposed Granite- 1-1/4" Screened Desert Gold | SF | 1,120,537 | $0.58 | $649,911.46 |
| 22 | River Rock- d50=9" | CY | 88 | $155.00 | $13,640.00 |
| 23 | Concrete Header | LF | 373 | $16.00 | $5,968.00 |
| 24 | Turf Seed & Soil Preparation | SF | 14,564 | $0.38 | $5,534.32 |
| 25 | Tree Protection Fencing | LF | 15,120 | $16.00 | $241,920.00 |
| 27 | 2" Ball Valve Assembly | EA | 1 | $410.00 | $410.00 |
| 28 | 1.5" Ball Valve Assembly | EA | 6 | $10.00 | $60.00 |
| 29 | 1.25" Ball Valve Assembly | EA | 5 | $350.00 | $1,750.00 |
| 30 | 1" Drip Remote Control Valve Assembly | EA | 54 | $510.00 | $27,540.00 |
| 31 | 1.5" Turf Remote Control Valve Assembly | EA | 3 | $670.00 | $2,010.00 |
| 33 | Multi Outlet Emitter Assembly | EA | 3,168 | $37.00 | $117,216.00 |
| 34 | Deep Root Watering Assembly | EA | 305 | $65.00 | $19,825.00 |
| 35 | Turf Rotors | EA | 35 | $100.00 | $3,500.00 |
| 36 | End Cap Flush Valve Assembly | EA | 111 | $120.00 | $13,320.00 |
| 38 | 2 IN Mainline Pipe - Sch 40 PVC | LF | 384 | $6.05 | $2,323.20 |

| NO. | DESCRIPTION | UNIT | EST. QTY. | | EXTENDED PRICE |
|---|---|---|---|---|---|
| 39 | 1.5 IN Mainline Pipe - Sch 40 PVC | LF | 3,747 | $5.35 | $20,046.45 |
| 40 | 1.25 IN Mainline Pipe - Sch 40 PVC | LF | 3,918 | $5.90 | $23,116.20 |
| 42 | 2 IN Lateral Pipe - Sch 40 PVC | LF | 99 | $2.25 | $222.75 |
| 43 | 1.5 IN Lateral Pipe - Sch 40 PVC | LF | 118 | $1.90 | $224.20 |
| 44 | 1.25 IN Lateral Pipe - Sch 40 PVC | LF | 184 | $1.75 | $322.00 |
| 45 | 1 IN Lateral Pipe - Sch 40 PVC | LF | 829 | $1.55 | $1,284.95 |
| 46 | 3/4 IN Lateral Pipe - Sch 40 PVC | LF | 74,226 | $1.25 | $92,782.50 |
| 47 | 6 IN Irrigation Pipe Sleeve (Schedule 40 PVC) | LF | 10 | $13.35 | $133.50 |
| 48 | 4 IN Irrigation Pipe Sleeve (Schedule 40 PVC) | LF | 81 | $6.70 | $542.70 |
| 49 | 3 IN Irrigation Pipe Sleeve (Schedule 40 PVC) | LF | 117 | $5.90 | $690.30 |
| 50 | 2 IN Irrigation Pipe Sleeve (Schedule 40 PVC) | LF | 25 | $4.65 | $116.25 |
| 51 | 1 IN Master Valve & Flow Meter Assembly | EA | 6 | $2,285.00 | $13,710.00 |
| 52 | 1.5 IN Master Valve & Flow Meter Assembly | EA | 1 | $2,425.00 | $2,425.00 |
| 54 | 12 Station Wall Mounted Controller | EA | 1 | $12,150.00 | $12,150.00 |
| 55 | 12 Station Pedestal Mounted Irrigation Controller | EA | 5 | $17,800.00 | $89,000.00 |
| 56 | 24 Station Pedestal Mounted Irrigation Controller | EA | 1 | $18,400.00 | $18,400.00 |
| 57 | Owner's Allowance | AL | 1 | $ 540,000.00 | $ 540,000.00 |

**TOTAL BASE BID:**
**$4,643,485.43**

| ALTERNATE NO. 1 (PLAN SHEET 53 TO 61 WORK NORTH OF BUTLER AVENUE) | | UNIT | EST. QTY. | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | Construction Surveying and Layout | LS | 1 | [redacted] | $2,400.00 |
| 2 | Erosion Control (SWPPP Preparation, Installation, Maintenance, and Removal) | LS | 1 | | $4,800.00 |
| 3 | Mobilization/Demobilization | LS | 1 | | $49,699.20 |
| 4 | Clearing and Grubbing (include shrub and stump removal) | LS | 1 | | $3,380.00 |
| 5 | Remove Concrete Header | LF | 1,250 | $7.25 | $9,062.50 |
| 6 | Remove Turf Grass | SF | 221,459 | $1.85 | $409,699.15 |
| 7 | Remove Decomposed Granite | SF | 19,167 | $0.65 | $12,458.55 |
| 11 | Remove Irrigation Controller | EA | 1 | $70.00 | $70.00 |
| 13 | Remove Irrigation Valves & Equipment | LS | 1 | [redacted] | $4,180.00 |
| 15 | Trees - 36 IN Box | EA | 36 | $620.00 | $22,320.00 |
| 16 | Trees - 24 IN Box | EA | 58 | $230.00 | $13,340.00 |
| 17 | Trees - 15 GAL | EA | 9 | $125.00 | $1,125.00 |
| 18 | Shrubs - 5 GAL | EA | 224 | $19.50 | $4,368.00 |
| 19 | Groundcovers - 5 GAL | EA | 165 | $19.50 | $3,217.50 |
| 20 | Accents - 5 GAL | EA | 266 | $26.00 | $6,916.00 |
| 21 | Decomposed Granite- 1-1/4" Screened Desert Gold | SF | 184,020 | $0.58 | $106,731.60 |
| 22 | River Rock- d50=9" | CY | 22 | $155.00 | $3,410.00 |
| 23 | Concrete Header | LF | 2,059 | $16.00 | $32,944.00 |
| 24 | Turf Seed & Soil Preparation | SF | 57,345 | $0.38 | $21,791.10 |
| 25 | Tree Protection Fencing | LF | 1,610 | $16.00 | $25,760.00 |
| 26 | 2.5" Ball Valve Assembly | EA | 2 | $640.00 | $1,280.00 |

## BID SCHEDULE

| NO. | DESCRIPTION | UNIT | EST. QTY. | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 28 | 1.5" Ball Valve Assembly | EA | 2 | $350.00 | $700.00 |
| 30 | 1" Drip Remote Control Valve Assembly | EA | 10 | $510.00 | $5,100.00 |
| 31 | 1.5" Turf Remote Control Valve Assembly | EA | 5 | $670.00 | $3,350.00 |
| 32 | 2" Turf Remote Control Valve Assembly | EA | 2 | $725.00 | $1,450.00 |
| 33 | Multi Outlet Emitter Assembly | EA | 495 | $37.00 | $18,315.00 |
| 35 | Turf Rotors | EA | 83 | $100.00 | $8,300.00 |
| 36 | End Cap Flush Valve Assembly | EA | 23 | $120.00 | $2,760.00 |
| 37 | 2.5 IN Mainline Pipe - Sch 40 PVC | LF | 528 | $6.20 | $3,273.60 |
| 38 | 2 IN Mainline Pipe - Sch 40 PVC | LF | 317 | $6.05 | $1,917.85 |
| 39 | 1.5 IN Mainline Pipe - Sch 40 PVC | LF | 1,232 | $5.35 | $6,591.20 |
| 41 | 2.5 IN Lateral Pipe - Sch 40 PVC | LF | 12 | $4.85 | $58.20 |
| 42 | 2 IN Lateral Pipe - Sch 40 PVC | LF | 271 | $2.25 | $609.75 |
| 43 | 1.5 IN Lateral Pipe - Sch 40 PVC | LF | 212 | $1.90 | $402.80 |
| 44 | 1.25 IN Lateral Pipe - Sch 40 PVC | LF | 1,147 | $1.75 | $2,007.25 |
| 45 | 1 IN Lateral Pipe - Sch 40 PVC | LF | 1,001 | $1.55 | $1,551.55 |
| 46 | 3/4 IN Lateral Pipe - Sch 40 PVC | LF | 8,937 | $1.25 | $11,171.25 |
| 47 | 6 IN Irrigation Pipe Sleeve (Schedule 40 PVC) | LF | 55 | $13.35 | $734.25 |
| 53 | 2 IN Master Valve & Flow Meter Assembly | EA | 1 | $2,585.00 | $2,585.00 |
| 56 | 24 Station Pedestal Mounted Irrigation Controller | EA | 1 | $18,400.00 | $18,400.00 |

**ALTERNATE 1 BID:**
**$825,790.30**

| ALTERNATE NO. 2 (PLAN SHEET 53 TO 61 WORK SOUTH OF BUTLER AVENUE) | | UNIT | EST. QTY. | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | Construction Surveying and Layout | LS | 1 | [redacted] | $1,200.00 |
| 2 | Erosion Control (SWPPP Preparation, Installation, Maintenance, and Removal) | LS | 1 | | $2,400.00 |
| 3 | Mobilization/Demobilization | LS | 1 | | $24,849.60 |
| 4 | Clearing and Grubbing (include shrub and stump removal) | LS | 1 | | $2,320.00 |
| 5 | Remove Concrete Header | LF | 737 | $7.25 | $5,343.25 |
| 6 | Remove Turf Grass | SF | 117,898 | $1.85 | $218,111.30 |
| 7 | Remove Decomposed Granite | SF | 14,680 | $0.65 | $9,542.00 |
| 11 | Remove Irrigation Controller | EA | 1 | $70.00 | $70.00 |
| 13 | Remove Irrigation Valves & Equipment | LS | 1 | [redacted] | $2,700.00 |
| 15 | Trees - 36 IN Box | EA | 36 | $620.00 | $22,320.00 |
| 16 | Trees - 24 IN Box | EA | 40 | $230.00 | $9,200.00 |
| 17 | Trees - 15 GAL | EA | 5 | $125.00 | $625.00 |
| 18 | Shrubs - 5 GAL | EA | 171 | $19.50 | $3,334.50 |
| 19 | Groundcovers - 5 GAL | EA | 176 | $19.50 | $3,432.00 |
| 20 | Accents - 5 GAL | EA | 106 | $26.00 | $2,756.00 |
| 21 | Decomposed Granite- 1-1/4" Screened Desert Gold | SF | 127,341 | $0.58 | $73,857.78 |
| 22 | River Rock- d50=9" | CY | 16 | $155.00 | $2,480.00 |
| 25 | Tree Protection Fencing | LF | 1,775 | $16.00 | $28,400.00 |

## BID SCHEDULE

| NO. | DESCRIPTION | UNIT | EST. QTY. | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 28 | 1.5" Ball Valve Assembly | EA | 2 | $350.00 | $700.00 |
| 30 | 1" Drip Remote Control Valve Assembly | EA | 6 | $510.00 | $3,060.00 |
| 33 | Multi Outlet Emitter Assembly | EA | 335 | $37.00 | $12,395.00 |
| 34 | Deep Root Watering Assembly | EA | 10 | $65.00 | $650.00 |
| 36 | End Cap Flush Valve Assembly | EA | 19 | $120.00 | $2,280.00 |
| 39 | 1.5 IN Mainline Pipe - Sch 40 PVC | LF | 584 | $5.35 | $3,124.40 |
| 45 | 1 IN Lateral Pipe - Sch 40 PVC | LF | 20 | $1.55 | $31.00 |
| 46 | 3/4 IN Lateral Pipe - Sch 40 PVC | LF | 6,514 | $1.25 | $8,142.50 |
| 48 | 4 IN Irrigation Pipe Sleeve (Schedule 40 PVC) | LF | 15 | $6.70 | $100.50 |
| 51 | 1 IN Master Valve & Flow Meter Assembly | EA | 1 | $2,285.00 | $2,285.00 |
| 55 | 12 Station Pedestal Mounted Irrigation Controller | EA | 1 | $17,800.00 | $17,800.00 |

**ALTERNATE 2 BID:**
**$461,069.83**

Note 1: Bidders must fill in all blank spaces with an entry. Bids submitted with blank spaces will be considered "Non-Responsive".
Note 2: Bids will be opened and read aloud at an open public meeting at the time and place designed in the invitation for bids. Bids will not be modified after the bid opening. A bidder withdrawing a bid after the bid opening will be deemed non-responsible and the City may make a claim against the bidder's bid bond.
Note 3: The City reserves the right to determine the low bidder based on the Base Bid with or without any Bid Alternate(s).

# SUBCONTRACTOR'S LIST FORM

## TURF TO XERISCAPE PROGRAM, PHASE I
## ST2405.401

If Bidder intends to subcontract any portion of this Agreement, the bidder must submit the name, address, and contractor's license number (if applicable) of each subcontractor, including the work component of such subcontracting. Include this form with the bid submittal documents. Prime Contractor must self-perform according to MAG Specification 108.2. Bidder may make multiple copies of this form as needed.

| | | | |
|---|---|---|---|
| **Company Name:** | One Stop Asphalt | **Company Name:** | |
| Contact Name: | Ricky Dehoyoz | Contact Name: | N/A |
| Contact Email: | ricky@onestopasphalt.com | Contact Email: | |
| Contact Phone: | 602-595-9658 | Contact Phone: | |
| Work Component: | Asphalt Removal & Replacement | Work Component: | |
| Percentage of Total Work Performed: | 0.1% | Percentage of Total Work Performed: | |

| | | | |
|---|---|---|---|
| **Company Name:** | N/A | **Company Name:** | |
| Contact Name: | | Contact Name: | N/A |
| Contact Email: | | Contact Email: | |
| Contact Phone: | | Contact Phone: | |
| Work Component: | | Work Component: | |
| Percentage of Total Work Performed: | | Percentage of Total Work Performed: | |

| | | | |
|---|---|---|---|
| **Company Name:** | N/A | **Company Name:** | N/A |
| Contact Name: | | Contact Name: | |
| Contact Email: | | Contact Email: | |
| Contact Phone: | | Contact Phone: | |
| Work Component: | | Work Component: | |
| Percentage of Total Work Performed: | | Percentage of Total Work Performed: | |
| | | | |
| Subcontractor Total Work Performed: | $ 10,000.00 | Overall Bid Total: | $ 5,937,630.35 |
| Overall Prime Contractor Self-performance %: | | 99% | |

# NON-COLLUSION BIDDING CERTIFICATION

(STATE OF )
ss.
(COUNTY OF )

I, John Lupoe of the City of Phoenix,
in the County of Maricopa and the State of Arizona, of full age,
being duly sworn according to the law of my oath depose and say that:

I am John Lupoe (Name) a, Pre-Construction Director (Title, Position, etc.)

of the firm of ELS CONSTRUCTION, INC., the Bidder making the Bid for City of Chandler, **TURF TO XERISCAPE PROGRAM, PHASE I**, **City Project No. ST2405.401** and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the City of Chandler relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

John Lupoe
**(Signature of Bidder)**

John Lupoe
(Printed or Typed Name of Bidder)

Sworn to before me this 29th day of May, 2025, in the County of

Maricopa, State of Arizona.

**(Notary Public)**

NATALIE G SANCHEZ
Notary Public - Arizona
Maricopa County
Commission # 683251
My Comm. Expires Apr 24, 2029

# CERTIFICATE OF INSURABILITY AND BONDING

I hereby certify that as Bidder to **City of Chandler TURF TO XERISCAPE PROGRAM, PHASE I ST2405.401**, I am fully aware of the City of Chandler's Insurance and Bonding Requirements for Contractors and that by the submission of this Bid Proposal, assure the City of Chandler that I am able to produce the insurance and bonding coverage required should I be selected to be the successful bidder.

Should I be selected to be the successful bidder by the City of Chandler, and then become unable to produce the insurance and bonding coverage specified within ten working days I am fully aware and understand that my Bid Proposal will be rejected by the City of Chandler, and that I will forfeit my posted Bid Bond.

John Lyons

Signature of Bidder

PRE CONSTRUCTION DIRECTOR

Title

5/29/25

Date

# ARIZONA DEPARTMENT OF REVENUE
# PRIVILEGE TAX LICENSE

**PROJECT NAME:** TURF TO XERISCAPE PROGRAM, PHASE I

**PROJECT NUMBER:** ST2405.401

## ATTACH, TO THIS FORM, CURRENT PRIVILEGE TAX LICENSE CERTIFICATE.

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

ARIZONA DEPARTMENT OF REVENUE

# TRANSACTION PRIVILEGE TAX LICENSE

## NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

**2025**

**ISSUED TO:** ELS CONSTRUCTION INC
3329 E SOUTHERN AVE
PHOENIX AZ 85040-3824

ALL communications and reports MUST REFER to this LICENSE NO.

**LICENSE: 07430655**
**START DATE: 03/01/1992**
**ISSUED: 12/24/2024**
**EXPIRES: 12/31/2025**

**LOCATION:** CODE 001
ELS CONSTRUCTION INC
3329 E SOUTHERN AVE
PHOENIX, AZ 85040
2400069192401

| BUSINESS CODE | REGION | JURISDICTION |
|---|---|---|
| 015 - CONTRACTING - PRIME | COC - COCONINO | COUNTY |
| 015 - CONTRACTING - PRIME | GLA - GILA | COUNTY |
| 015 - CONTRACTING - PRIME | MAR - MARICOPA | COUNTY |
| 017 - RETAIL | MAR - MARICOPA | COUNTY |
| 215 - PRE-6/2010 CONTRACTING | MAR - MARICOPA | COUNTY |
| 015 - CONTRACTING - PRIME | PMA - PIMA | COUNTY |
| 014 - PERSONAL PROPERTY RENTAL | PNL - PINAL | COUNTY |
| 015 - CONTRACTING - PRIME | PNL - PINAL | COUNTY |
| 215 - PRE-6/2010 CONTRACTING | PNL - PINAL | COUNTY |
| 015 - CONTRACTING - PRIME | AJ - APACHE JUNCTION | CITY |
| 015 - CONTRACTING - PRIME | AV - AVONDALE | CITY |
| 015 - CONTRACTING - PRIME | BE - BUCKEYE | CITY |
| 015 - CONTRACTING - PRIME | CH - CHANDLER | CITY |
| 029 - USE TAX | CH - CHANDLER | CITY |
| 015 - CONTRACTING - PRIME | FS - FLAGSTAFF | CITY |
| 029 - USE TAX | FS - FLAGSTAFF | CITY |
| 015 - CONTRACTING - PRIME | GB - GILBERT | CITY |
| 017 - RETAIL | GB - GILBERT | CITY |
| 016 - CONSTRUCTION CONTRACTING - SPECULATIVE BUILDERS | GE - GLENDALE | CITY |
| 029 - USE TAX | GE - GLENDALE | CITY |
| 015 - CONTRACTING - PRIME | GL - GLOBE | CITY |

RECEIVED
ELS - COMPANIES, INC.
JAN 06 2025
Landscape Construction / Maintenance

[CANNED]

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

00246020320000P707271030O0246

LICENSE: 07430655

| BUSINESS CODE | REGION | JURISDICTION |
|---|---|---|
| 015 - CONTRACTING - PRIME | GY - GOODYEAR | CITY |
| 015 - CONTRACTING - PRIME | ME - MESA | CITY |
| 015 - CONTRACTING - PRIME | PE - PEORIA | CITY |
| 017 - RETAIL | PE - PEORIA | CITY |
| 029 - USE TAX | PE - PEORIA | CITY |
| 062 - RETAIL SALES FOOD FOR HOME CONSUMPTION | PE - PEORIA | CITY |
| 015 - CONTRACTING - PRIME | PR - PRESCOTT | CITY |
| 017 - RETAIL | PR - PRESCOTT | CITY |
| 015 - CONTRACTING - PRIME | PX - PHOENIX | CITY |
| 017 - RETAIL | PX - PHOENIX | CITY |
| 029 - USE TAX | PX - PHOENIX | CITY |
| 015 - CONTRACTING - PRIME | QC - QUEEN CREEK | CITY |
| 015 - CONTRACTING - PRIME | SC - SCOTTSDALE | CITY |
| 029 - USE TAX | SC - SCOTTSDALE | CITY |
| 030 - USE TAX FROM INVENTORY | SC - SCOTTSDALE | CITY |
| 015 - CONTRACTING - PRIME | SP - SURPRISE | CITY |
| 015 - CONTRACTING - PRIME | TE - TEMPE | CITY |
| 029 - USE TAX | TE - TEMPE | CITY |
| 015 - CONTRACTING - PRIME | TN - TOLLESON | CITY |
| 015 - CONTRACTING - PRIME | TU - TUCSON | CITY |
| 029 - USE TAX | TU - TUCSON | CITY |

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JAN 06 2025
Landscape Construction / Maintenance

**CITY OF CHANDLER, ARIZONA**
**TURF TO XERISCAPE – PHASE 1**
**Project No. ST2405.401**
**ADDENDUM NO. 1**
**Date: MAY 22, 2025**

1. Bidder must acknowledge the receipt of this addendum on the Proposal Acknowledgement page of the **BID SUBMITTAL**. This addendum, containing **24 pages**, is hereby incorporated into the Construction Agreement by this reference.

2. **Bid schedule.** Replace the BID SCHEDULE in its entirety with the accompanying **BID SCHEDULE REVISION dated May 22, 2025**. (4 Pages)

3. **Plan Sheet Revisions.** Replace Plans sheet(s) **4, 5, 6, 8, 9, 10, 12, 18, 27, 41, 44, 46, 47, 49, 50, 51, 53, 56, 60** in its entirety with accompanying revised Plans sheets **4, 5, 6, 8, 9, 10, 12, 18, 27, 41, 44, 46, 47, 49, 50, 51, 53, 56, 60** dated **May 19, 2025 – Addendum 1**. (19 Pages)

4. **Notice to Proceed.** Due to grant funding requirements, the Notice to Proceed will be issued on **July 10, 2025.** This is assuming the construction agreement is approved at the June 26, 2025 City Council Meeting.

5. **Question:** Desert Gold gravel is a color that is no longer available. Could we use 1.25" screened coral or ADOT spec 1.25" coral as alternatives?
   **Response:** If Desert Gold is not available at the time of ordering, please use 1.25" screened Madison Gold in its place.

6. **Question:** How do I submit a proposal for this project?
   **Response:** All bid documents pertaining to this project can be found on the Arizona Procurement Portal. Bid must be submitted in person on May 29, 2025, as detailed in the bid advertisement.

If you have any questions, please email Bid.Questions@chandleraz.gov.

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer
Public Works & Utilities Dept. – Capital Projects

**NAME OF BIDDER:** _____

**CITY OF CHANDLER**

**TURF TO XERISCAPE - PHASE 1**

**Project No. ST2405.401**

**ADDENDUM 1 - MAY 22, 2025**

# BID SCHEDULE

| NO. | DESCRIPTION | UNIT | EST. QTY. | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | Construction Surveying and Layout | LS | 1 | | |
| 2 | Erosion Control (SWPPP Preparation, Installation, Maintenance, and Removal) | LS | 1 | | |
| 3 | Mobilization/Demobilization | LS | 1 | | |
| 4 | Clearing and Grubbing (include shrub and stump removal) | LS | 1 | | |
| 5 | Remove Concrete Header | LF | 9,236 | | |
| 6 | Remove Turf Grass | SF | 1,075,265 | | |
| 7 | Remove Decomposed Granite | SF | 66,658 | | |
| 8 | Remove Water Meter | EA | 2 | | |
| 9 | Remove Backflow Preventer & Enclosure Cage | EA | 2 | | |
| 10 | Remove Irrigation Pump | EA | 2 | | |
| 11 | Remove Irrigation Controller | EA | 8 | | |
| 12 | Remove Trees (4" dia. and larger) | EA | 4 | | |
| 13 | Remove Irrigation Valves & Equipment | LS | 1 | | |
| 14 | Sawcut, Remove and Replace Asphalt | SY | 26 | | |
| 15 | Trees - 36 IN Box | EA | 153 | | |
| 16 | Trees - 24 IN Box | EA | 445 | | |
| 17 | Trees - 15 GAL | EA | 33 | | |
| 18 | Shrubs - 5 GAL | EA | 1,856 | | |
| 19 | Groundcovers - 5 GAL | EA | 1,505 | | |
| 20 | Accents - 5 GAL | EA | 1,842 | | |
| 21 | Decomposed Granite- 1-1/4" Screened Desert Gold | SF | 1,120,537 | | |
| 22 | River Rock- d50=9" | CY | 88 | | |
| 23 | Concrete Header | LF | 373 | | |
| 24 | Turf Seed & Soil Preparation | SF | 14,564 | | |
| 25 | Tree Protection Fencing | LF | 15,120 | | |
| 27 | 2" Ball Valve Assembly | EA | 1 | | |
| 28 | 1.5" Ball Valve Assembly | EA | 6 | | |
| 29 | 1.25" Ball Valve Assembly | EA | 5 | | |
| 30 | 1" Drip Remote Control Valve Assembly | EA | 54 | | |
| 31 | 1.5" Turf Remote Control Valve Assembly | EA | 3 | | |
| 33 | Multi Outlet Emitter Assembly | EA | 3,168 | | |
| 34 | Deep Root Watering Assembly | EA | 305 | | |
| 35 | Turf Rotors | EA | 35 | | |
| 36 | End Cap Flush Valve Assembly | EA | 111 | | |
| 38 | 2 IN Mainline Pipe - Sch 40 PVC | LF | 384 | | |

# BID SCHEDULE

| NO. | DESCRIPTION | UNIT | EST. QTY. | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 39 | 1.5 IN Mainline Pipe - Sch 40 PVC | LF | 3,747 | | |
| 40 | 1.25 IN Mainline Pipe - Sch 40 PVC | LF | 3,918 | | |
| 42 | 2 IN Lateral Pipe - Sch 40 PVC | LF | 99 | | |
| 43 | 1.5 IN Lateral Pipe - Sch 40 PVC | LF | 118 | | |
| 44 | 1.25 IN Lateral Pipe - Sch 40 PVC | LF | 184 | | |
| 45 | 1 IN Lateral Pipe - Sch 40 PVC | LF | 829 | | |
| 46 | 3/4 IN Lateral Pipe - Sch 40 PVC | LF | 74,226 | | |
| 47 | 6 IN Irrigation Pipe Sleeve (Schedule 40 PVC) | LF | 10 | | |
| 48 | 4 IN Irrigation Pipe Sleeve (Schedule 40 PVC) | LF | 81 | | |
| 49 | 3 IN Irrigation Pipe Sleeve (Schedule 40 PVC) | LF | 117 | | |
| 50 | 2 IN Irrigation Pipe Sleeve (Schedule 40 PVC) | LF | 25 | | |
| 51 | 1 IN Master Valve & Flow Meter Assembly | EA | 6 | | |
| 52 | 1.5 IN Master Valve & Flow Meter Assembly | EA | 1 | | |
| 54 | 12 Station Wall Mounted Controller | EA | 1 | | |
| 55 | 12 Station Pedestal Mounted Irrigation Controller | EA | 5 | | |
| 56 | 24 Station Pedestal Mounted Irrigation Controller | EA | 1 | | |
| 57 | Owner's Allowance | AL | 1 | $ 540,000.00 | $ 540,000.00 |

**TOTAL BASE BID:** _____

| ALTERNATE NO. 1 (PLAN SHEET 53 TO 61 WORK NORTH OF BUTLER AVENUE) | | UNIT | EST. QTY. | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | Construction Surveying and Layout | LS | 1 | | |
| 2 | Erosion Control (SWPPP Preparation, Installation, Maintenance, and Removal) | LS | 1 | | |
| 3 | Mobilization/Demobilization | LS | 1 | | |
| 4 | Clearing and Grubbing (include shrub and stump removal) | LS | 1 | | |
| 5 | Remove Concrete Header | LF | 1,250 | | |
| 6 | Remove Turf Grass | SF | 221,459 | | |
| 7 | Remove Decomposed Granite | SF | 19,167 | | |
| 11 | Remove Irrigation Controller | EA | 1 | | |
| 13 | Remove Irrigation Valves & Equipment | LS | 1 | | |
| 15 | Trees - 36 IN Box | EA | 36 | | |
| 16 | Trees - 24 IN Box | EA | 58 | | |
| 17 | Trees - 15 GAL | EA | 9 | | |
| 18 | Shrubs - 5 GAL | EA | 224 | | |
| 19 | Groundcovers - 5 GAL | EA | 165 | | |
| 20 | Accents - 5 GAL | EA | 266 | | |
| 21 | Decomposed Granite- 1-1/4" Screened Desert Gold | SF | 184,020 | | |
| 22 | River Rock- d50=9" | CY | 22 | | |
| 23 | Concrete Header | LF | 2,059 | | |
| 24 | Turf Seed & Soil Preparation | SF | 57,345 | | |
| 25 | Tree Protection Fencing | LF | 1,610 | | |
| 26 | 2.5" Ball Valve Assembly | EA | 2 | | |

# BID SCHEDULE

| NO. | DESCRIPTION | UNIT | EST. QTY. | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 28 | 1.5" Ball Valve Assembly | EA | 2 | | |
| 30 | 1" Drip Remote Control Valve Assembly | EA | 10 | | |
| 31 | 1.5" Turf Remote Control Valve Assembly | EA | 5 | | |
| 32 | 2" Turf Remote Control Valve Assembly | EA | 2 | | |
| 33 | Multi Outlet Emitter Assembly | EA | 495 | | |
| 35 | Turf Rotors | EA | 83 | | |
| 36 | End Cap Flush Valve Assembly | EA | 23 | | |
| 37 | 2.5 IN Mainline Pipe - Sch 40 PVC | LF | 528 | | |
| 38 | 2 IN Mainline Pipe - Sch 40 PVC | LF | 317 | | |
| 39 | 1.5 IN Mainline Pipe - Sch 40 PVC | LF | 1,232 | | |
| 41 | 2.5 IN Lateral Pipe - Sch 40 PVC | LF | 12 | | |
| 42 | 2 IN Lateral Pipe - Sch 40 PVC | LF | 271 | | |
| 43 | 1.5 IN Lateral Pipe - Sch 40 PVC | LF | 212 | | |
| 44 | 1.25 IN Lateral Pipe - Sch 40 PVC | LF | 1,147 | | |
| 45 | 1 IN Lateral Pipe - Sch 40 PVC | LF | 1,001 | | |
| 46 | 3/4 IN Lateral Pipe - Sch 40 PVC | LF | 8,937 | | |
| 47 | 6 IN Irrigation Pipe Sleeve (Schedule 40 PVC) | LF | 55 | | |
| 53 | 2 IN Master Valve & Flow Meter Assembly | EA | 1 | | |
| 56 | 24 Station Pedestal Mounted Irrigation Controller | EA | 1 | | |

**ALTERNATE 1 BID:** _____

| ALTERNATE NO. 2 (PLAN SHEET 53 TO 61 WORK SOUTH OF BUTLER AVENUE) | | UNIT | EST. QTY. | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | Construction Surveying and Layout | LS | 1 | | |
| 2 | Erosion Control (SWPPP Preparation, Installation, Maintenance, and Removal) | LS | 1 | | |
| 3 | Mobilization/Demobilization | LS | 1 | | |
| 4 | Clearing and Grubbing (include shrub and stump removal) | LS | 1 | | |
| 5 | Remove Concrete Header | LF | 737 | | |
| 6 | Remove Turf Grass | SF | 117,898 | | |
| 7 | Remove Decomposed Granite | SF | 14,680 | | |
| 11 | Remove Irrigation Controller | EA | 1 | | |
| 13 | Remove Irrigation Valves & Equipment | LS | 1 | | |
| 15 | Trees - 36 IN Box | EA | 36 | | |
| 16 | Trees - 24 IN Box | EA | 40 | | |
| 17 | Trees - 15 GAL | EA | 5 | | |
| 18 | Shrubs - 5 GAL | EA | 171 | | |
| 19 | Groundcovers - 5 GAL | EA | 176 | | |
| 20 | Accents - 5 GAL | EA | 106 | | |
| 21 | Decomposed Granite- 1-1/4" Screened Desert Gold | SF | 127,341 | | |
| 22 | River Rock- d50=9" | CY | 16 | | |
| 25 | Tree Protection Fencing | LF | 1,775 | | |

# BID SCHEDULE

| NO. | DESCRIPTION | UNIT | EST. QTY. | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 28 | 1.5" Ball Valve Assembly | EA | 2 | | |
| 30 | 1" Drip Remote Control Valve Assembly | EA | 6 | | |
| 33 | Multi Outlet Emitter Assembly | EA | 335 | | |
| 34 | Deep Root Watering Assembly | EA | 10 | | |
| 36 | End Cap Flush Valve Assembly | EA | 19 | | |
| 39 | 1.5 IN Mainline Pipe - Sch 40 PVC | LF | 584 | | |
| 45 | 1 IN Lateral Pipe - Sch 40 PVC | LF | 20 | | |
| 46 | 3/4 IN Lateral Pipe - Sch 40 PVC | LF | 6,514 | | |
| 48 | 4 IN Irrigation Pipe Sleeve (Schedule 40 PVC) | LF | 15 | | |
| 51 | 1 IN Master Valve & Flow Meter Assembly | EA | 1 | | |
| 55 | 12 Station Pedestal Mounted Irrigation Controller | EA | 1 | | |

**ALTERNATE 2 BID:** _____

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

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

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

## LANDSCAPE GENERAL NOTES:

1. NO PLANT SUBSTITUTIONS, TYPE, OR QUANTITY DEVIATIONS FROM THE APPROVED LANDSCAPE PLANS WILL BE PERMITTED WITHOUT PRIOR APPROVAL FROM THE CITY OF CHANDLER REPRESENTATIVE. CONTRACTOR SHALL PROVIDE INFORMATION AS TO AVAILABILITY OF PLANT MATERIALS AS A SUBMITTAL WITHIN 30 DAYS OF NOTICE TO PROCEED. SEE SPECIFICATIONS.
2. ALL PLANT MATERIAL SPECIFICATIONS SHALL CONFORM TO THE ARIZONA NURSERY ASSOCIATION STANDARDS CURRENT EDITION.
3. ALL RIGHT-OF-WAY PLANT MATERIAL TO BE IN COMPLIANCE WITH THE ARIZONA DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST AND CITY OF CHANDLER APPROVED STANDARDS.
4. ALL LANDSCAPE CONSTRUCTION REQUIRED TO COMPLETE THESE PLANS SHALL BE IN ACCORDANCE WITH CITY OF CHANDLER (C.O.C.) SUPPLEMENTS TO THE MAG UNIFORM STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE IN THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL REQUIRED STANDARD SPECIFICATIONS, DETAILS, AND SUPPLEMENTS PRIOR TO BEGINNING CONSTRUCTION.
5. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS, CODES AND REGULATIONS APPLICABLE TO THE ITEMS AND AREAS PERTAINING TO THESE PLANS AND SPECIFICATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ALL PERMITS REQUIRED TO COMPLETE THE LANDSCAPE CONSTRUCTION WORK COVERED BY THESE PLANS AND SPECIFICATIONS.
7. THE QUANTITIES AND SITE CONDITIONS SHOWN ON THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY THE ACTUAL QUANTITIES AND SITE CONDITIONS PRIOR TO BEGINNING THE WORK COVERED BY THESE PLANS AND SPECIFICATIONS.
8. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND/OR FACILITIES CAUSED DURING THE LANDSCAPE CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL CALL FOR BLUE STAKE AT 602-263-1100 TWO WORKING DAYS PRIOR TO ANY EXCAVATION.
9. ANY DISCREPANCIES FOUND BETWEEN THESE PLANS AND SPECIFICATIONS AND THE SITE SHALL BE REPORTED TO THE CITY OF CHANDLER REPRESENTATIVE PRIOR TO STARTING ANY LANDSCAPE WORK.
10. SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THESE PLANS AND SPECIFICATIONS, OR SHOULD THERE BE ANY DISCREPANCIES, THE CONTRACTOR SHALL CONTACT THE CITY OF CHANDLER REPRESENTATIVE DIRECTLY FOR CLARIFICATION BEFORE PROCEEDING FURTHER WITH ANY OTHER WORK.
11. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE JOB SITE TO BECOME FAMILIAR WITH ALL EXISTING CONDITIONS THAT COULD AFFECT THE INSTALLATION OF ANY WORK SET FORTH IN THESE PLANS AND SPECIFICATIONS PRIOR TO BEGINNING WORK.
12. CONTRACTOR SHALL VERIFY ROCK AND SOIL CONDITIONS WITHIN THE PROJECT SITE PRIOR TO CONSTRUCTION. NO EXTRA PAYMENT OR TIME EXTENSION WILL BE GIVEN DUE TO ROCKY SOIL CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR CONDUCTING SITE INSPECTIONS AND CHECKING SOIL BORING LOGS TO DETERMINE SUBSURFACE CONDITIONS PRIOR TO CONSTRUCTION.
13. CONTRACTOR TO VERIFY LIMITS OF DISTURBANCE THROUGHOUT THE PROJECT AND BRING DISCREPANCIES IMMEDIATELY TO THE ATTENTION OF THE CITY OF CHANDLER REPRESENTATIVE.
14. ALL WORK TO BE CONFINED WITHIN THE EXISTING LIMITS OF DISTURBANCE.
15. THE INFORMATION SHOWN ON THIS SET OF DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS DIAGRAMMATIC AND NOT REPRESENTED TO BE ACCURATE OR ALL INCLUSIVE. THE INFORMATION IS MADE AVAILABLE TO PROVIDE THE CONTRACTOR WITH READY ACCESS TO THE SAME INFORMATION USED BY THE CONSULTANT IN PREPARATION OF THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE THERETO. ALL UTILITIES SHALL BE LOCATED AND VERIFIED PRIOR TO ANY EXCAVATION.
16. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND LEGAL DISPOSAL OF ANY DEBRIS RESULTING FROM THE CONSTRUCTION. AT NO TIME SHALL ANY OF THIS MATERIAL OBSTRUCT THE NORMAL OPERATION OF ANY ADJOINING STREET AREAS ASSOCIATED WITH THIS PROJECT.
17. THE JOB SITE AT THE COMPLETION OF THE CONSTRUCTION SHALL BE CLEANED OF ANY DEBRIS RESULTING FROM CONSTRUCTION. NO JOB WILL BE CONSIDERED COMPLETE UNTIL ALL CURBS, GUTTERS AND PAVEMENT HAVE BEEN SWEPT CLEAN OF ALL DIRT AND DEBRIS.
18. SUBSTANTIAL INSPECTION - AN INSPECTION AT COMPLETION OF THE LANDSCAPE AND IRRIGATION INSTALLATION WILL BE MADE BY THE CITY OF CHANDLER. ANY DEFICIENCIES IN THE INSTALLATION WILL BE NOTED AND CORRECTED BY THE CONTRACTOR PRIOR TO THE START OF THE LANDSCAPE MAINTENANCE PERIOD.
19. LANDSCAPE MAINTENANCE PERIOD - THE CONTRACTOR SHALL NOTIFY THE CITY OF CHANDLER REPRESENTATIVE WHEN ALL LANDSCAPING IS COMPLETED, INCLUDING ALL SUBSTANTIAL COMPLETION PUNCHLIST ITEMS, AND READY FOR A LANDSCAPE AND IRRIGATION INSPECTION. THE CITY OF CHANDLER SHALL ISSUE A LETTER TO BEGIN THE LANDSCAPE MAINTENANCE PERIOD. THE LANDSCAPE MAINTENANCE PERIOD SHALL BE FOR A MINIMUM OF 90 DAYS AND EXTEND UNTIL ALL TURF IS ESTABLISHED AND ACCEPTED BY THE CITY OF CHANDLER REPRESENTATIVE FOR ONE FULL GROWING SEASON.
20. FINAL ACCEPTANCE - A FINAL INSPECTION IS REQUIRED AT THE END OF THE LANDSCAPE MAINTENANCE PERIOD TO DETERMINE FINAL ACCEPTANCE. A LETTER OF FINAL ACCEPTANCE WILL BE ISSUED BY THE CITY OF CHANDLER REPRESENTATIVE.
21. CITY OF CHANDLER BUILDING SAFETY INSPECTIONS ARE REQUIRED FOR THE BACKFLOW PREVENTER AND RELATED ELECTRICAL CONNECTIONS AND REQUIRE A MINIMUM OF 48 HOURS PRIOR NOTIFICATION TO THE CITY OF CHANDLER.
22. THE CONTRACTOR IS ADVISED THAT DAMAGE TO ANY PORTION OF THIS PROJECT'S CURBS, GUTTERS, PAVEMENTS, FENCING OR SURROUNDING AREAS THAT IS NOT NOTED ON THE PLANS TO BE DISTURBED IS TO BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
23. ALL EQUIPMENT AND MATERIALS NOT SHOWN OR SPECIFIED ON THE PLANS OR SPECIFICATIONS, BUT WHICH ARE REQUIRED TO COMPLETE THIS INSTALLATION, SHALL BE SUPPLIED BY THE CONTRACTOR AS PART OF THIS CONTRACT WORK AND SHALL BE CONSIDERED INCLUDED TO THE WORK INVOLVED.
24. ALL PLANT PITS ARE TO BE INSPECTED BY CITY OF CHANDLER REPRESENTATIVE PRIOR TO PLANTING BY THE CONTRACTOR. THE CONTRACTOR SHALL REQUEST AN INSPECTION 48 HOURS IN ADVANCE.
25. PLANT PIT DEPTH SHALL BE MEASURED ON THE LOW SIDE OF PLANT PIT WHEN ON A SLOPE.
26. ALL PLANTS SHALL BE CENTERED IN PLANT PITS.
27. FINAL PLANT MATERIAL PLACEMENT IN THE FIELD MAY BE REQUIRED TO BE ADJUSTED WHERE TREES OCCUR DIRECTLY UNDER OR OVER EXISTING UTILITIES.
28. THE PLANT PIT SOIL MIXTURE SHALL COMPLY WITH THE MAG STANDARDS SECTION 430 AND SHALL BE PLACED IN SIX INCH (6") LIFTS. EACH LIFT SHALL BE WATER SETTLED WITHOUT PUDDLING.
29. WHERE CALICHE IS ENCOUNTERED IN PLANT PITS, THE WIDTH OF THE PIT SHALL BE INCREASED BY ONE-THIRD (1/3) OVER SPECIFICATIONS. A LIQUID PENETRANT SHALL BE INCORPORATED FOR EACH PIT PER MANUFACTURER'S RECOMMENDATIONS. NO OVER EXCAVATION SHALL OCCUR WITHOUT APPROVAL OF CITY OF CHANDLER. IF CALICHE IS DISCOVERED TO BE PREVALENT IN THE AREA, CONTRACTOR SHALL IMMEDIATELY NOTIFY CITY OF CHANDLER REPRESENTATIVE TO DETERMINE ACTION AND ASSOCIATED COST. CONTRACTOR SHALL NOT PROCEED WITH ADDITIONAL WORK UNTIL DIRECTED BY CITY OF CHANDLER REPRESENTATIVE.
30. PLANT LOCATIONS ARE DIAGRAMMATIC. THE CONTRACTOR SHALL STAKE T LOCATIONS TO BE APPROVED BY CITY OF CHANDLER REPRESENTATIVE PRIOR TO INSTALLATION. THE STAKES SHALL BE CODED TO IDENTIFY THE PLANTS.
31. THE CONTRACTOR SHALL PROVIDE GRANITE SAMPLES TO CITY OF CHANDLER REPRESENTATIVE PRIOR TO INSTALLATION. A 5-GALLON SAMPLE SHALL BE DELIVERED TO PROJECT SITE AT LOCATION APPROVED BY CITY OF CHANDLER REPRESENTATIVE AND SPREAD TO THICKNESS AS CALLED FOR IN THE DETAILS AND WASHED, FOR REVIEW AND APPROVAL.
32. PLANT MATERIAL SHALL NOT BE INSTALLED OR ALLOWED TO GROW WITHIN 3' OF A FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION (FDC). MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 15 FEET WHERE TREES OVERHANG CURB LINE.
33. PLANTS DELIVERED WITH CRACKED OR BROKEN CONTAINERS WILL BE REJECTED.
34. MINIMUM PLANT PITS SHALL BE PER DETAILS AND SPECIFICATIONS.
35. DRY WELLS WERE INSPECTED DURING DESIGN PHASE AND ARE FUNCTIONING CORRECTLY. CONTRACTOR TO PROTECT IN PLACE, IF MATERIAL GETS INTO DRY WELL, CONTRACTOR IS RESPONSIBLE FOR CLEANING THE DRY WELL.
36. ONLY CITY OF CHANDLER ARBORIST APPROVED HERBICIDE MAY BE USED WITHIN TREE PROTECTION ZONES. TURF WITHIN THESE ZONES MUST BE REMOVED MANUALLY.
37. CHANDLER REPRESENTATIVES WILL HAND SELECT TREES AT THE NURSERY. IF INSUFFICIENT QUANTITIES OF ACCEPTABLE PANT MATERIAL IS FOUND AT ONE NURSERY, THE CONTRACTOR SHALL SOURCE TREES FROM OTHER PREFERRED NURSERIES.

## GENERAL INVENTORY NOTES

1. TAGS MUST BE ATTACHED SO THAT THEY WILL REMAIN ON THE PLANT FOR THE DURATION OF THE CONSTRUCTION ACTIVITIES.
2. ALL PLANT MATERIAL IS TO BE CLEARLY FLAGGED WITH TAPE OR PLASTIC TAGS VISIBLE FROM ALL DIRECTIONS. TAGS SHALL BE NUMBERED TO CORRESPOND WITH THE PLANT INVENTORY PLAN AND LEGEND.
3. ALL PROTECTIVE FENCING SHALL BE IN PLACE BEFORE ANY EARTH MOVING EQUIPMENT IS MOVED ONTO THE SITE AND BEFORE ANY CLEARING OR GRUBBING TAKES PLACE.
4. ALL REMOVED TREES SHALL BE STUMP GROUND TO 12" BELOW FINISH GRADE.
5. TREES AND PROTECTED PLANT MATERIAL THAT ARE DESTROYED OR DIE DURING THE DURATION OF CONSTRUCTION ACTIVITIES AND THROUGH MAINTENANCE PERIOD WILL BE REPLACED WITH A PLANT OF EQUAL OR GREATER SIZE AND TYPE BY THE RESPONSIBLE PARTY A MINIMUM OF 90 DAYS BEFORE THE COMPLETION OF THE PROJECT.
6. TO PREVENT TREE ROOT SMOTHERING, SOIL STOCKPILES, SUPPLIES, EQUIPMENT OR ANY OTHER MATERIAL SHALL NOT BE PLACED OR STORED WITHIN A TREE DRIP LINE OR WITHIN 25 FEET OF A TREE TRUNK, WHICHEVER IS GREATER.
7. TRENCHES SHALL BE HAND DUG WITHIN THE DRIP LINE IN AREAS WHERE ROOTS TWO INCHES IN DIAMETER AND GREATER ARE PRESENT, OR WHEN IN CLOSE PROXIMITY TO LOW BRANCHING TREES. WHENEVER POSSIBLE, ROOTS TWO INCHES OR GREATER IN DIAMETER SHALL BE TUNNELED OR BORED UNDER AND SHALL BE COVERED TO PREVENT DEHYDRATION.
   TREE ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE. WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT WITH AN APPROVED PRUNING SAW SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSIBLE, TREE ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, WHEN ROOT ENERGY SUPPLIES ARE HIGH AND CONDITIONS ARE LEAST FAVORABLE FOR DISEASE-CAUSING AGENTS. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST. BACKFILL MATERIAL AROUND DAMAGED ROOTS SHALL BE A LIGHT MULCH/SAND MIXTURE TO PROMOTE ROOT RECOVERY.
8. HORIZONTAL BORING RATHER THAN TRENCHING SHOULD BE USED FOR UTILITY PLACEMENT WITHIN DRIP LINE OF TREE WHENEVER POSSIBLE.
9. TREE PROTECTION FENCING MATERIAL SHALL ENCIRCLE ANY TREE WHOSE OUTER DRIP LINE EDGE IS WITHIN 25 FEET OF ANY CONSTRUCTION ACTIVITIES.
10. FENCING MATERIAL SHALL BE AT A MINIMUM HIGH DENSITY POLYETHYLENE FENCING WITH 3.5" X 1.5" OPENING (ORANGE COLOR) ON T- BAR POSTS. POSTS ARE TO BE PLACED 8' FEET ON CENTER AND AT ALL CORNERS AND ANGLE POINTS. SEE DETAIL 1, THIS SHEET.
11. FENCING MATERIAL SHALL BE SET AT THE DRIP LINE OR 25 FEET FROM TREE TRUNK,WHICHEVER IS GREATER, AND MAINTAINED IN AN UPRIGHT POSITION THROUGHOUT THE DURATION OF CONSTRUCTION ACTIVITIES.
12. IF ANY PRUNING OF THE EXISTING TREES IS REQUIRED THE CONTRACTOR SHALL HOLD A FIELD MEETING WITH THE CITY OF CHANDLER REPRESENTATIVE, AND OWNER'S REPRESENTATIVE AND DISCUSS WHAT IS TO BE TRIMMED, AND WHAT METHOD, APPROACH, AND PROCEDURES ARE TO BE FOLLOWED FOR TRIMMING. ALL TREE TRIMMING SHALL BE ACCOMPLISHED BY A CERTIFIED ARBORIST.
13. ALL TREES DESIGNATED TO REMAIN PROTECTED IN PLACE, SHALL BE TEMPORARILY IRRIGATED DURING CONSTRUCTION BY WATER TRUCK, MODIFIED IRRIGATION SYSTEM, OR ALTERNATIVE WATERING METHOD AS APPROVED BY THE CITY OF CHANDLER REPRESENTATIVE.

## DEMOLITION - COMBINED AREA QUANTITIES

| | SYMBOL | DESCRIPTION | QUANTITY |
|---|---|---|---|
| 1 | | REMOVE CONCRETE HEADER | 11,235 SF. |
| 2 | | REMOVE & DISPOSE OF TURF | 1,419,677 SF. |
| 3 | | REMOVE DECOMPOSED GRANITE | 93,836 SF. |
| 4 | | REMOVE WATER METER, SERVICE LINE AND CLOSE CORP STOP AT WATER MAIN | 2 |
| 5 | | REMOVE BACKFLOW PREVENTER | 2 |
| 6 | | DISCONNECT AND REMOVE BOOSTER PUMP | 2 |
| 7 | | REMOVE IRRIGATION CONTROLLER | 10 |
| 8 | | SAWCUT, REMOVE AND REPLACE EXISTING ASPHALT PER MAG STD DTL 200-1 "T-TOP", TRENCH REPAIR BACKFILL WITH 1/2 SACK CLSM | 26 SY. |

## PLANTING - COMBINED AREA QUANTITIES

| Designation | Quantity |
|---|---|
| 36" Box Tree | 225 |
| 24" Box Tree | 543 |
| 15 Gallon Tree | 47 |
| 5 Gallon Shrub | 2,251 |
| 5 Gallon Groundcover | 1,841 |
| 5 Gallon Accent | 2,214 |

1

## PLANT INVENTORY QUANTITY

| | Tree | Palm |
|---|---|---|
| Salvage | 0 | 0 |
| Destroy | 5 | 0 |
| Protect In Place | 299 | 3 |
| Total | 307 | |

1

## SURFACE MATERIALS - COMBINED AREA QUANTITIES

| SYMBOL | DESCRIPTION | COLOR & SIZE | QTY |
|---|---|---|---|
| | Decomposed Granite | Desert Gold or approved Equal, 1 1/4" Screened MIN., 2 1/2" Depth Detail 7 on SHT. D-1.01 | 1,431,761 SF. |
| | Rip Rap | Desert Gold or Approved Equal, 3" - 6", 6" Depth Detail 6 on SHT. D-1.01 | 6,651 SF. 1 |
| | Concrete Header | 8" x 6" Concrete Header | 2,408 LF. |
| | Turf Grass Seed | 'Rio' F1 Hybrid Bermuda | 71,909 SF |

1 NOTE:
ALL QUANTITIES PROVIDED ARE INCLUSIVE OF BASE BID, ALTERNATE NO. 1 & ALTERNATE NO. 2.

## CITY OF CHANDLER NOTES:

1. ALL TREES WITHIN VEHICULAR SIGHT DISTANCE/VISIBILITY CLEAR ZONES SHALL HAVE A VERTICAL CANOPY CLEARANCE/CLEAR TRUNK TO 6' ABOVE THE NEAREST CURB ELEVATION, ALL SHRUBS IN THIS AREA MAY NOT REACH A MATURE HEIGHT OVER 24". EandDSM CHAPTER 8, SECTION 8.4.3.3
2. TREES MUST MAINTAIN A MINIMUM 6' SETBACK FROM THE FACE OF CURB (IN AREAS EFFECTED BY FUTURE TURN LANES, TREES MAY BE PLACED NO LESS THAN 4' FROM FACE OF CURB). EandDSM CHAPTER 8, SECTION 8.4.3.4
3. THE LANDSCAPE WILL BE MAINTAINED BY THE CONTRACTOR FOR A PERIOD OF NINETY (90) DAYS FOLLOWING A PRELIMINARY INSPECTION AND ACCEPTANCE BY THE CITY. IF NOT HEALTHY AT THE END OF THE MAINTENANCE PERIOD, THE MAINTENANCE SHALL BE CONTINUED UNTIL THE PLANT MATERIAL IS APPROVED BY THE CITY. EandDSM CHAPTER 8, SECTION 8.2.3.7
4. THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OR REPLACEMENTS. ALL ROCK GROUND COVER AREAS SHALL BE SPRAYED WITH PRE-EMERGENT HERBICIDE BY A LICENSED APPLICATOR AS PART OF INSTALLATION AS FOLLOWS( A MINIMUM OF THREE (3) APPLICATIONS ARE REQUIRED):
   - PRIOR TO THE APPLICATION OF GRANITE: ½ GALLON PER ACRE
   - AFTER GRANITE APPLICATION: ½ GALLON PER ACRE
   - PRIOR TO FINAL ACCEPTANCE: 1 GALLON PER ACRE

   THE CITY SHALL BE FURNISHED WITH WRITTEN DOCUMENTATION OF APPLICATORS LICENSE, ALL MATERIALS USED, APPLICATION RATES, AND THE SCHEDULED DATES FOR APPLICATION PRIOR TO THE START OF ANY APPLICATION (SPRAY LOGS). EandDSM CHAPTER 8 SECTION 8.2.4.2
6. INSPECTIONS

   THE CITY'S CIVIL ENGINEERING OFFSITE INSPECTION GROUP WILL INSPECT AND APPROVE THE WORK AT THE FOLLOWING STAGES OF COMPLETION. ANY WORK COMPLETED WITHOUT THESE INSPECTION MUST BE REMOVED PRIOR TO ACCEPTANCE OF THE PHASE OF WORK. THESE STAGES ARE:
   - COMPLETION OF ALL TRENCHING AND INSTALLATION OF ALL MAIN LINES PRIOR TO BACK FILLING, INCLUDING THE VACUUM BREAKER, QUICK COUPLERS, ELECTRIC VALVES AND ANY ISOLATION VALVES. THE MAIN LINE SHALL BE PRESSURE TESTED FOR THIRTY (30) MINUTES AT THIS INSPECTION.
   - COMPLETION OF INSTALLATION OF ALL CONTROL WIRES PRIOR TO BACKFILLING.
   - INSTALLATION OF ALL LATERAL VALVES, LINES, AND HEADS PRIOR TO BACKFILLING. EandDSM CHAPTER 8, SECTION 8.2.11.14
7. PRIOR TO ANY CONSTRUCTION OR UTILITY WORK STARTING WITHIN A CITY RIGHT-OF-WAY, WHICH WILL AFFECT EXISTING CITY-OWNED AND THE MAINTAINED LANDSCAPING OR IRRIGATION SYSTEMS, THERE WILL BE A MEETING ON SITE TO SHOW THAT THE EXISTING SYSTEMS OR LANDSCAPED AREAS ARE IN PROPER REPAIR AND FUNCTIONING. AT THE COMPLETION OF THE CONSTRUCTION WORK THERE WILL BE ANOTHER MEETING AND INSPECTION ON SITE. THE SAME AREAS AND SYSTEMS WILL AGAIN BE REVIVED. EandDSM CHAPTER 8, SECTION 8.2.11.14
8. ANY DAMAGE TO THE LANDSCAPING OR TO THE IRRIGATION SYSTEM WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR OR UTILITY COMPANY AND MUST BE REPAIRED TO THE SATISFACTION OF THE CITY WITHIN FIVE (5) WORKING DAYS. IF THIS WORK IS NOT COMPLETED WITHIN THE ALLOTTED TIME, THE CITY WILL MAKE THE REPAIR OR CORRECTIONS AND MONEY WILL BE DEDUCTED OR BILLED TO THE GENERAL CONTRACTOR ON THE PROJECT. THE INDIVIDUALS WHO SHOULD BE REPRESENTED AT THESE ON-SITE MEETINGS SHALL BE: A REPRESENTATIVE FROM THE CONTRACTOR, A REPRESENTATIVE FROM THE ENGINEERING FIRM OR PERSON RESPONSIBLE FOR THE CONSTRUCTION INSPECTION AND A REPRESENTATIVE FROM THE CITY SITE DEVELOPMENT INSPECTIONS GROUP. EandDSM CHAPTER 8 SECTION 8.2.11.14
9. ALL LANDSCAPE AREAS SHALL BE GRADED SO THAT FINISHED GRADE SURFACES OF ALL NONLIVING MATERIALS (I.E. DECOMPOSED GRANITE, CRUSHED ROCK, MULCH, ETC.) ARE ONE AND A HALF (1-1/2) INCHES BELOW CONCRETE OR OTHER PAVED SURFACES. EandDSM CHAPTER 8, SECTION 8.2.9

## Landscape Legend - Combined Area Quantities

### Trees / Palms

| Symbol | Botanical / Common Name | Size | Qty. | Remarks | |
|---|---|---|---|---|---|
| | Acacia aneura<br>Mulga | 15 Gal.<br>24" Box | 14<br>147 | 15 Gal: Standard<br>H 4'-5' \| W 1'-2'<br>Cal. 0.5"-0.75" | 24": Standard<br>H 6'-7' \| W 2'-3'<br>Cal. 0.75" -1.25" |
| | Acacia salicina<br>Willow Acacia | 24" Box<br>36" Box | 73<br>42 | 24": Standard<br>H 7'-8' \| W 2.5'-3.5'<br>Cal. 1.25"-1.5" | 36": Standard<br>H 9'-11' \| W 5'-7'<br>Cal. 2.0"-2.5" |
| | Chitalpa tashkentensis<br>Chitalpa | 24" Box | 23 | 24": Standard<br>H 6'-7' \| W 3'-4'<br>Cal. 1.0"-1.5" | 36": Standard<br>H 8'-10' \| W 5'-7'<br>Cal. 2.0"-2.5" |
| | Chilopsis linearis spp<br>Desert Willow | 15 Gal.<br>24" Box | 27<br>140 | 15 Gal: Multi<br>H 4'-5' \| W 2'-3' | 24": Multi<br>H 5'-7' \| W 3'-4' |
| | Eucalyptus papuana<br>Ghost Gum Eucalyptus | 15 Gal.<br>24" Box | 6<br>5 | 15 Gal: Standard<br>H 6'-7' \| W 2'-3'<br>Cal. 0.5"-1.0" | 24": Standard<br>H 7'-9' \| W 3'-4'<br>Cal. 1.25"-1.5" |
| | Olea europaea 'Wilsonii'<br>Wilson's Fruitless Olive | 24" Box<br>36" Box | 3<br>61 | 24": Multi<br>H 6'-8' \| W 3'-5' | 36": Multi<br>H 8'-10' \| W 5'-7' |
| | Parkinsonia Florida<br>Blue Palo Verde | 24" Box<br>36" Box | 11<br>34 | 24": Multi<br>H 5'-8' \| W 3'-4' | 36": Multi<br>H 8'-10' \| W 5'-7' |
| | Pistacia 'Red Push'<br>Red Push Pistache | 24" Box<br>36" Box | 31<br>62 | 24": Standard<br>H 7'-9' \| W 2.5'-3.5'<br>Cal. 1.0"-1.5" | 36": Standard<br>H 12'-14' \| W 6'-8'<br>Cal. 3"-4" |
| | Quercus Virginiana 'Heritage'<br>Southern Live Oak | 24" Box<br>36" Box | 110<br>26 | 24": Standard<br>H 7'-9' \| W 3'-4'<br>Cal. 1.0"-1.5" | 36": Standard<br>H 10'-12' \| W 5'-7'<br>Cal. 1.75"-2.5" |
| XX PIP | Existing Palm<br>Protect In Place | Varies | 3 1 | Varies | |
| PIP XX | Existing Tree<br>Protect In Place | Varies | 299 | Varies | |

### Shrubs

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Calliandra californica<br>Red Fairy Duster | 5 Gallon | 141 | Full Past Can |
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon | 490 | Full Past Can |
| | Simmondsia chinensis<br>Jojoba | 5 Gallon | 235 | Full Past Can |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon | 161 | Full Past Can |
| | Leucophyllum frutescens<br>Texas Sage | 5 Gallon | 261 | Full Past Can |
| | Ruellia peninsularis<br>Desert Ruellia | 5 Gallon | 233 | Full Past Can |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon | 236 | Full Past Can |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon | 494 | Full Past Can |

### Groundcovers

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon | 527 | Full Past Can |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon | 726 | Full Past Can |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon | 515 | Full Past Can |
| | Oenothera berlandieri<br>Mexican Evening Primrose | 5 Gallon | 73 | Full Past Can |

### Accents

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Agave americana 'Variegata'<br>Variegated Century Plant | 5 Gallon | 299 | Full Past Can |
| | Agave desmettiana<br>Smooth Agave | 5 Gallon | 105 | Full Past Can |
| | Hesperaloe parviflora 'Perpa'<br>Brakelights Red Yucca | 5 Gallon | 240 | Full Past Can |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon | 282 | Full Past Can |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon | 162 | Full Past Can |
| | Muhlenbergia rigens<br>Deer Grass | 5 Gallon | 690 | Full Past Can |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon | 412 | Full Past Can |
| | Opuntia engelmannii<br>Engelmann's Prickly Pear | 5 Gallon | 24 | Full Past Can |

## PROTECTION FENCING LEGEND:

| SYMBOL | DESCRIPTION | QTY |
|---|---|---|
| | TREE PROTECTION FENCING FOR EXISTING TREES. REFER TO DETAILS 1-2, SHEET LD-1.02 | 19,490 LF |

J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):

CLIENT:

CITY OF CHANDLER
# TURF TO XERISCAPE PROGRAM
## PHASE I
LANDSCAPE CONSTRUCTION NOTES AND QUANTITIES

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH
PLACKO
Date Signed: 5/22/25

| | |
|---|---|
| DESIGNED BY: AL, KZ | DRAWN BY: J2 |
| CHECKED BY: SP/JV | APPROVED BY: JV |
| SCALE: NTS | DATE: 04/22/25 |
| DRAWING NO.: GN-1.03 | SHEET NO.: 4 OF 66 |

PROJECT # ST2405.401; CIV24-0141; LJ106660

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## IRRIGATION GENERAL NOTES:

1. THE QUANTITIES AND CONDITIONS SHOWN ON THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY THE ACTUAL QUANTITIES AND SITE CONDITIONS PRIOR TO BIDDING THE WORK.

2. PRIOR TO ANY WORK, THE CONTRACTOR SHALL PERFORM A SURVEY TO ESTABLISH THE OWNER RIGHT OF WAY AND WORK LIMITS.

3. PRIOR TO COMMENCEMENT OF ANY WORK, THE ONTRACTOR SHALL CONTACT BLUE STAKE (811 OR 602-263-1100) TO VERIFY LOCATIONS OF UNDERGROUND UTILITIES THAT MAY BE AFFECTED BY THIS WORK, AND SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF THE WORK.

4. READ THOROUGHLY AND BECOME FAMILIAR WITH THE INSTALLATION DETAILS FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION.

5. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM DAMAGE THROUGHOUT CONSTRUCTION.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ALL PERMITS REQUIRED TO COMPLETE THE WORK COVERED BY THESE PLANS.

7. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS, CODES ANDREGULATIONS APPLICABLE TO THE WORK COVERED BY THESE PLANS.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, COORDINATION AND SEQUENCING DURING CONSTRUCTION UNLESS SPECIFICALLY ADDRESSED OTHERWISE IN THESE PLANS AND SPECIFICATIONS.

9. ONCE CONSTRUCTION OPERATIONS HAVE COMMENCED, IT IS THE INTENTION OF THIS PROJECT THAT THE JOB SITE BE FULLY MANNED/STAFFED UNTIL THE COMPLETION OF THE WORK WITHOUT GAPS IN PROGRESS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPENSATING THE OWNER FOR ANY DESIGN CHANGES MADE AS RESULT OF DEVIATION BY THE CONTRACTOR FROM THESE PLANS AND SPECIFICATIONS OR DUE TO ERRORS, FAULTY MATERIAL OR FAULTY WORKMANSHIP.

11. ALL MATERIALS UTILIZED ON THIS PROJECT ARE INTENDED TO BE NEW AND OF THE BEST GRADE AVAILABLE. NO USED, SALVAGED, RECLAIMED, OR SECONDS WILL BE ACCEPTED.

12. THE CONTRACTOR SHALL VERIFY AND ACCEPT ALL SITE CONDITIONS AND ROUGH GRADES PRIOR TO STARTING ANY WORK. ALL DRAINAGE FLOWS SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL DURING CONSTRUCTION AND SHALL ACQUIRE A DUST CONTROL PERMIT FROM MARICOPA COUNTY. ALL COST ASSOCIATED WITH DUST CONTROL AND PERMITS IS CONSIDERED INCIDENTAL TO THE PROJECT.

14. THE CONTRACTOR SHALL BE LIABLE FOR PAYMENT OF STATE, COUNTY, AND CITY SALES TAXES.

15. THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE OWNER, ITS OFFICERS, AGENTS, AND EMPLOYEES AND ANY JURISDICTION OR AGENCY ISSUING PERMITS FOR ANY WORK INCLUDED IN THE PROJECT FROM ALL SUITS, INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION, ACTIONS, LOSS DAMAGE, EXPENSE, COST OR CLAIMS OF ANY CHARACTER OR NATURE ARISING OUT OF THE WORK DONE IN FULFILLMENT OF THE TERMS OF THESE PLANS OR SPECIFICATIONS, OR FROM ANY CLAIM OR ACT UNDER THE WORKMAN'S COMPENSATION LAW, OR ARISING OUT OF THE CONTRACTOR TO CONFORM TO ANY SUITS, REGULATION, LAW OR COURT DECREE.

16. THE CONTRACTOR SHALL PROVIDE IRRIGATION COVERAGE TO ALL PLANT MATERIAL AS IDENTIFIED PER PLAN.

17. INSTALL MAINLINES AND LATERALS AT THE DEPTHS SPECIFIED ON THE TRENCHING DETAIL.

18. INSTALL ALL SLEEVES AT PIPE DEPTHS OR AT 24" MINIMUM COVER WHEN UNDER DRIVING SURFACES.

19. 24 VOLT CONTROL WIRE CONNECTIONS ARE TO BE MADE WITH APPROVED WATERPROOF WIRE CONNECTORS WITH SEALANT.

20. ALL VALVE BOXES SHALL BE TAN IN COLOR .

21. ALL IRRIGATION EQUIPMENT SHALL BE INSTALLED PER PROJECT SPECIFICATIONS, CITY OF CHANDLER SANDARD DETAILS, IRRIGATION DETAILS IN PLANS, AND PER MANUFACTURER'S SPECIFICATIONS.

22. ALL GEOTEXTILE FABRIC FOR IRRIGATION EQUIPMENT SUMPS SHALL BE NON-WOVEN CLASS 'B' PER MAG SECTION 796.2.2.

23. AN INSPECTION INTERVAL ON THE TEMPORARY IRRIGATION SYSTEM FOR PLANTS DESIGNATED AS PIP UNTIL THE PERMANENT IRRIGATION SYSTEM IS OPERATIONAL

## TRENCHING ADJACENT TO EXISTING TREES SPECIAL NOTE:

WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, THE CONTRACTOR SHALL USE CARE TO AVOID INJURY TO TREES AND TREE ROOTS. EXCAVATION IN AREAS WHERE 2" AND LARGER ROOTS OCCUR SHALL BE DONE BY HAND. ROOTS 6" AND LARGER IN DIAMETER, EXCEPT DIRECTLY IN THE PATH OF PIPE OR CONDUIT, SHALL BE TUNNELED UNDER AND SHALL BE HEAVILY WRAPPED WITH BURLAP TO PREVENT SCARRING OR EXCESSIVE DRYING. WHERE A DITCHING MACHINE IS RUN CLOSE TO TREES HAVING ROOTS SMALLER THAN 2 INCHES IN DIAMETER, THE WALL OF THE TRENCH ADJACENT TO THE TREE SHALL BE HAND TRIMMED, MAKING CLEAN CUTS. ROOTS 1" AND LARGER IN DIAMETER SHALL BE PAINTED WITH TWO COATS OF TREE SEAL OR APPROVED EQUAL. TRENCHES WITH IRRIGATION PIPING ADJACENT TO TREES SHOULD BE PRESSURE TESTED AS REQUIRED AND CLOSED WITHIN 24 HOURS, AND WHERE THIS IS NOT POSSIBLE THE SIDE OF THE TRENCH ADJACENT TO THE TREE SHALL BE KEPT SHADED WITH BURLAP OR CANVAS.

## IRRIGATION CONTRACTOR NOTES:

1. CONTRACTOR SHALL VERIFY STATIC PRESSURE AT CITY MAINLINE PRIOR TO INITIATING ANY WORK AND NOTIFY BOTH CITY AND LANDSCAPE ARCHITECT IF STATIC PRESSURE IS BEYOND 10% ABOVE OR BELOW STATIC DESIGN PRESSURE OF 60 PSI PRIOR TO INITIATING ANY WORK.

2. THE PLANS INDICATE A DETAILED LAYOUT OF IRRIGATION LINES, LATERALS, AND EQUIPMENT LOCATIONS; HOWEVER, SOME OF THE PIPING MAY BE SHOWN OUTSIDE OF THE PLANTING AREAS FOR GRAPHIC CLARITY. MULTIPLE LINES DRAWN PARALLEL IN CLOSE PROXIMITY ARE INTENDED TO BE INSTALLED WITHIN SAME TRENCH. THE CONTRACTOR SHALL FOLLOW THE INTENT OF THE PLAN LAYOUT AND SHALL REVIEW AND OBTAIN WRITTEN APPROVAL FROM THE OWNER'S AUTHORIZED REPRESENTATIVE FOR ANY REQUESTED CHANGES.

3. DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM WHEN IT IS OBVIOUS IN THE FIELD THAT DISCREPANCIES IN CONSTRUCTION SPECIFICATIONS, DETAILS, LEGENDS, OR NOTES ARE DISCOVERED. BRING ALL SUCH DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE UPON DISCOVERY.

4. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF IRRIGATION SLEEVING. SLEEVES ARE REQUIRED FOR BOTH PIPING AND ELECTRICAL WIRING AT EACH HARDSCAPE CROSSING. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES, ANY PIPE OR WIRE WHICH PASSES BENEATH EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED AS SHOWN ON PLANS WILL REQUIRE HORIZONTAL BORING BY THE IRRIGATION CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.

5. CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM FOR A PERIOD OF NINETY (90) DAYS AFTER PROJECT CONSTRUCTION ACCEPTANCE. MAINTENANCE SHALL INCLUDE ALL NECESSARY REPLACEMENTS, ADJUSTMENTS, AND CLEAN UP OPERATIONS.

6. CONTRACTOR SHALL GUARANTEE THE IRRIGATION SYSTEM MATERIALS AND LABOR FOR A PERIOD OF ONE (1) YEAR AFTER MAINTENANCE CONCLUSION AND ACCEPTANCE.

7. ADJUST IRRIGATION OPERATING TIMES TO ACCOMMODATE FOR PLANT MATURITY, SOIL TYPE, PLANT EXPOSURE, SLOPE CONDITIONS, AND SEASONAL REQUIREMENTS.

8. CONTRACTOR SHALL NOT DISTURB EXISTING PLANTS OR GROUND SURFACES IN AREAS SHOWN ON PLANS AS "NON-DISTURBANCE AREAS" OR SHALL BE SUBJECT TO RESTORING AREAS BACK TO ORIGINAL CONDITION OR BETTER AT NO ADDITIONAL COST TO THE CITY.

9 THE CITY'S CIVIL ENGINEERING OFFSITE INSPECTIONS GROUP WILL INSPECT AND APPROVE THE WORK AT THE FOLLOWING STAGES OF C OMPLETION. ANY WORK COMPLETED WITHOUT THESE INSPECTIONS MUST BE RMOVED PRIOR TO ACCEPTANCE OF THAT PHSE OF WORK. THESE STAGES ARE:

A. COMPLETION OF ALL TRENCHING AND INSTALLATION OF ALL MAIN LINES PRIOR TO BACK FILLING, INCLUDING THE BACKFLOW PREVENTER AND ELECTRIC VALVES. THE MAINLINE SHALL BE PRESSURE TESTED FOR THIRTY (30) MINUTES AT THIS INSPECTION

B. COMPLETION OF INSTALLATION OF ALL CONTROL WIRES PRIOR TO BACKFILLING.

C. INSTALLATLION OF ALL LATERAL LINES AND HEADS PROOR TO BACKFILLING.

## WIRE PATH NOTES:

1. ALL CONVENTIONAL CONTROL WIRES SHALL BE TYPE UF & TWU IN ACCORDANCE TO NATIONAL ELECTRIC CODE FOR OPERATION AT A POTENTIAL OF 600 VOLTS OR LESS AND AT A TEMPERATURE OF 75°C OR LESS. LISTED BY UL, ETL, OR CSA. CONDUCTORS SHALL BE OF SOFT DRAWN BARE COPPER MEETING THE REQUIREMENTS OF ASTM SPECIFICATION B-3 OR B-8. TEMPERATURE RATING OF -10°C + 75°C. INSULATION SHALL BE POLYVINYL CHLORIDE RATED TO 75°C CONFORMING TO UL STANDARDS 493 AND 83. INSULATION SHALL BE MARKED WITH MANUFACTURER'S NAME, VOLTAGE RATING, SIZE AND TYPE, LISTING FILE NUMBERS, RoHS. ALL CABLES SHALL BE TESTED PHYSICALLY AND ELECTRICALLY IN ACCORDANCE WITH UL STANDARD 493 AND 83. IT SHOULD ALSO BE TESTED TO CSA RULE C.22.2 NO. 75. ALL REELS AND CARTONS BEAR LISTING LABELS.

2. ALL COMMON AND SPARE WIRES SHALL BE #12 GAUGE SOLID WIRE. ALL CONTROL WIRES SHALL BE #14 GAUGE SOLID WIRE. ALL WIRES SHALL BE INSTALLED WITHIN CONTINUOUS GRAY COLOR PVC ELECTRICAL CONDUIT WHEN BELOW GRADE AND EMT CONDUIT WHEN ABOVE GRADE. DIFFERENT COLOR WIRES SHALL BE USED TO IDENTIFY WHICH CONTROLLER WIRES ARE ASSOCIATED.

3. ALL 24 VOLT CONTROL WIRE CONNECTIONS SHALL BE MADE WITH 3M DBR/Y-6 GEL FILLED CONNECTOR SEALING PACKS OR APPROVED EQUAL PER IRRIGATION CONTROLLER MANUFACTURERS SPECIFICATIONS.

4. DIRECT BURY OF WIRE SPLICES IS NOT ACCEPTABLE. WIRE SPLICES SHALL ONLY OCCUR INSIDE VALVE BOXES AT VALVES AS SHOWN PER DETAILS AND INSIDE DEDICATED WIRE SPLICE BOXES WHERE WIRES TEE IN DIFFERENT DIRECTIONS AND WHERE WIRE RUNS EXCEED 2,500 LF. ALL WIRE ENDS INSIDE WIRE SPLICE BOXES SHALL BE LABELED WITH ASSOCIATED STATION NUMBERS.

## EMITTER LEGEND

| SYMBOL: | BOTANICAL NAME / COMMON NAME: | QUANTITY / TYPE: | # PORTS / VOLUME: | VOLUME PER PLANT: |
|---|---|---|---|---|
| TREES: | | | | |
| | ACACIA ANEURA<br>MULGA ACACIA | 1 / MULTI | 4 / 2.0 GPH | 8.0 GPH |
| | ACACIA SALICINA<br>WILLOW ACACIA | 1 / MULTI | 5 / 2.0 GPH | 10.0 GPH |
| | CHILOPSIS LINEARIS<br>DESERT WILLOW | 1 / MULTI | 4 / 2.0 GPH | 8.0 GPH |
| | CHITALPA TASHKENTENSIS<br>CHITALPA | 1 / MULTI | 4 / 2.0 GPH | 8.0 GPH |
| | EUCALYPTUS PAPUANA<br>GHOST GUM | 1 / MULTI | 5 / 2.0 GPH | 10.0 GPH |
| | OLEA EUROPAEA 'WILSONII'<br>WILSON'S FRUITLESS OLIVE | 1 / MULTI | 5 / 2.0 GPH | 10.0 GPH |
| | PARKINSONIA FLORIDUM<br>BLUE PALO VERDE | 1 / MULTI | 12 / 2.0 GPH | 12.0 GPH |
| | PISTACIA 'RED PUSH'<br>RED PUSH PISTACHE | 1 / MULTI | 12 / 2.0 GPH | 12.0 GPH |
| | QUERCUS VIRGINIANA 'HERITAGE'<br>HERITAGE LIVE OAK | 1 / MULTI | 4 / 2.0 GPM | 8.0 GPH |
| PIP-# | EXISTING TREE | 2 / MULTI | 12 / 2.0 GPH | 24.0 GPH |
| PIP-# | EXISTING TREE OAK IN DG | 2 / MULTI | 12 / 2.0 GPH | 24.0 GPH |
| PIP-# | EXISTING TREE- EUCALYPTUS, ASH, OAK, OLIVE, & DATE PALM;<br>EXISTING TREE- PINE <24" CALIPER | 2 / DEEP ROOT & 2 / MULTI ** | 24 / 2.0 GPH | 48.0 GPH |
| PIP-# | EXISTING TREE- PINE >24" CALIPER | 3 / DEEP ROOT & 3 / MULTI ** | 36 / 2.0 GPH | 72.0 GPH |
| SHRUBS: | | | | |
| | CAESALPINIA PULCHERRIMA<br>RED BIRD OF PARADISE | 1 / MULTI * | 2 / 1.0 GPH | 2.0 GPH |
| | CALLIANDRA CALIFORNICA<br>BAJA RED FAIRY DUSTER | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | SIMMONDSIA CHINENSIS<br>JOJOBA | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | BUDDLEJA MARRUBIIFOLIA<br>WOOLLY BUTTERFLY BUSH | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | LEOCOPHYLLUM FRUTESCENS<br>TEXAS SAGE | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | RUELLIA PENINSULARIS<br>BAJA RUELLIA | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | SENNA ARTIMISIODES<br>FEATHERY SENNA | 1 / MULTI * | 2 / 1.0 GPH | 2.0 GPH |
| | TECOMA x ORANGE JUBILEE<br>ORANGE JUBILEE | 1 / MULTI * | 2 / 1.0 GPH | 2.0 GPH |
| GROUNDCOVERS: | | | | |
| | ACACIA REDOLENS 'LOW BOY'<br>TRAILING ACACIA | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | CONVOLVULUS CNEORUM<br>BUSH MORNING GLORY | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | EREMOPHILA GLABRA<br>'MINGENEW GOLD'<br>OUTBACK SUNRISE EMU | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | OENOTHERA BERLANDIERI<br>MEXICAN EVENING PRIMROSE | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| ACCENTS: | | | | |
| | AGAVE AMERICANA 'VERIGATA'<br>VARIEGATED CENTURY PLANT | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | AGAVE DESMETTIANA<br>SMOOTH AGAVE | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | HESPERALOE PARVIFLORA 'PERPA'<br>BRAKELIGHTS RED YUCCA | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | HESPERALOE FUNIFERA<br>GIANT HESPERALOE | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | MUHLENBERGIA RIGENS<br>DEERGRASS | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | OPUNTIA ENGELMANNII<br>ENGELMANN'S PRICKLY PEAR | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |
| | NOLINA MICROCARPA<br>BEAR GRASS | 1 / MULTI * | 1 / 1.0 GPH | 1.0 GPH |

* = MULTI PORT EMITTERS SHALL BE SHARED BETWEEN ADJACENT PLANT WITHIN 8'-0" MAX EMITTER TUBE REACH WITH SAME EMITTER TYPE.
**= 'DEEPROOT' LOCATIONS AS SHOWN ON IRRIGATION PLANS.

## EMITTER NOTES:

1. SEE 'EMITTER LEGEND' FOR EMITTER FLOWS & QUANTITIES PER PLANT. SEE EMITTER DETAILS FOR REQUIRED LAYOUT.

2. EMITTER TUBES (DISTRIBUTION TUBING) SHALL BE VINYL MATERIAL SIZED AS REQUIRED TO FIT THE APPROVED EMITTER TYPE AND SHALL NOT EXCEED 5'-0" IN LENGTH. ALL EMITTER TUBES SHALL BE DIRECT BURIED A MINIMUM OF 2" BELOW FINISH GRADE OF SOIL AND SHALL BE VISIBLE AND CUT 1" MINIMUM TO 2" MAXIMUM ABOVE FINISH GRADE OF DECOMPOSED GRANITE. BURYING TUBES BENEATH DECOMPOSED GRANITE ONLY IS NOT PERMITTED.

3. 1/2" SCHEDULE 40 PVC PIPE MAY BE USED AS EMITTER LATERAL PIPES AT A MAXIMUM TOTAL DISTANCE OF 15 LINEAR FEET FROM 3/4" DRIP LATERAL PIPES TO EMITTER LOCATIONS. THIS 1/2" EMITTER LATERAL PIPES ARE NOT SHOWN IN PLANS AND QUANTITIES ARE INCIDENTAL TO 3/4" LATER PIPE QUANTITY.

4. INSTALL MULTI-PORT EMITTERS WITHIN 6" ROUND EMITTER BOX PER DESCRIPTION AND DETAIL.

5. INSTALL FLUSHING END CAPS AT ENDS OF LATERALS AS SHOWN. INSTALL FLUSHING END CAPS IN DG WITH A MINIMUM 10" DIA. CIRCULAR LOCKING VALVE BOX.

## COMBINED IRRIGATION QUANTITIES

| DETAIL: | SYMBOL: | DESCRIPTION: | QTYS: |
|---|---|---|---|
| 1<br>ID.01 | | ISOLATION BALL VALVE | 2.5" - 2 EA<br>2.0" - 1 EA<br>1.5" - 10 EA<br>1.25" - 5 EA |
| 3 & 4<br>ID.03 | C | IRRIGATION CONTROLLER:<br>12 STATION WALL MOUNT<br>12 STATION PEDESTAL MOUNT<br>24 STATION PEDESTAL MOUNT | <br>1 EA<br>6 EA<br>2 EA |
| 6<br>ID.03 | | MASTER VALVE & FLOW METER ASSEMBLY | 1" - 7 EA<br>1.5" - 1 EA<br>2" - 1 EA |
| 1<br>ID.02 | | DRIP REMOTE CONTROL VALVE ASSEMBLY | 70 EA |
| 2<br>ID.02 | | TURF REMOTE CONTROL VALVE ASSEMBLY | 2.0" - 2 EA<br>1.5" - 8 EA |
| 3<br>ID.02 | NOT SHOWN | MULTI EMITTER ASSEMBLY | 3,998 EA |
| 1&2<br>ID.03 | | DEEP ROOT WATERING ASSEMBLY | 315 EA |
| 6<br>ID.02 | 2.5 / 25F | TURF ROTOR ASSEMBLY | 118 EA |
| 4<br>ID.01 | | END CAP FLUSH VALVE ASSEMBLY | 153 EA |
| | X" | MAINLINE PIPE- SCH 40 | 2.5" - 528 LF<br>2.0" - 701 LF<br>1.5" - 5,663 LF<br>1.25" - 3,918 LF |
| 4<br>ID.02 | X" / X" / X" | TURF & DRIP & DEEP ROOT LATERAL PIPE- SCH 40 PVC | 2.5" - 12 LF<br>2.0" - 370 LF<br>1.5" - 330 LF<br>1.25" - 1,331 LF<br>1.0" - 1,850 LF<br>.75" - 89,677 LF (1) |
| 7<br>ID.01 | X"PS | PIPE SLEEVE (PS) | 6"PS= 65 LF<br>4"PS= 96 LF<br>3"PS= 117 LF<br>2"PS= 25 LF |

NOTE:
ALL QUANTITIES PROVIDED ARE INCLUSIVE OF BASE BID, ALTERNATE NO. 1 & ALTERNATE NO. 2. (1)

BASELINE'S EXTENDED 10 YEAR EQUIPMENT WARRANTY: A 10 YEAR BASELINE SYSTEM CERTIFICATION MUST BE PERFORMED BY A BASELINE AUTHORIZED DISTRIBUTOR OF EACH INDIVIDUAL SYSTEM ONCE INSTALLATION IS COMPLETED. UPON COMPLETION OF TESTING, IF SYSTEM DOES NOT MEET THE CRITERIA THE CONTRACTOR IS RESPONSIBLE TO MAKE APPROPRIATE CHANGES NEEDED IN ORDER TO PASS THE 10-YEAR WARRANTY REQUIREMENTS.

- TO APPLY FOR BASELINE'S EXTENDED 10 YEAR EQUIPMENT WARRANTY, CONTRACTOR MUST COMPLETE AND SIGN THE 10 YEAR EQUIPMENT WARRANTY APPLICATION AND SUBMIT IT TO BASELINE WITH 30 DAYS OF INSTALLING THE BASELINE CONTROLLER.

J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):

CLIENT:

CITY OF CHANDLER
TURF TO XERISCAPE PROGRAM
PHASE I

GENERAL CONSTRUCTION NOTES AND SHEET INDEX

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH PLACKO
Date of Signature
10/31/2024
ARIZONA, U.S.A.

DESIGNED BY: AL, KZ | DRAWN BY: J2
CHECKED BY: SP/JV | APPROVED BY: JV
SCALE: NTS | DATE: 04/22/25
DRAWING NO.: GN-1.04 | SHEET NO.: 5 OF 66

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PROJECT # ST2405.401; CIV24-0141; LJ106660

# Landscape Legend - Area 107

## Trees / Palms

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia aneura<br>Mulga | 24" Box | 28 | 24": Standard<br>H 6'-7" \| W 2'-3"<br>Cal. 0.75" -1.25" |
| | Eucalyptus papuana<br>Ghost Gum Eucalyptus | 15 Gal.<br>24" Box | 4<br>5 | 15 Gal: Standard<br>H 6'-7" \| W 2'-3"<br>Cal. 0.5"-1.0"<br>24": Standard<br>H 7'-9" \| W 3'-4"<br>Cal. 1.25"-1.5" |
| | Parkinsonia Florida<br>Blue Palo Verde | 24" Box | 11 | 24": Multi<br>H 5'-8" \| W 3'-4"<br>36": Multi<br>H 8'-10" \| W 5'-7" |
| | Pistacia 'Red Push'<br>Red Push Pistache | 24" Box<br>36" Box | 11<br>18 | 24": Standard<br>H 7'-9" \| W 2.5'-3.5'<br>Cal. 1.0"-1.5"<br>36": Standard<br>H 12'-14' \| W 6'-8'<br>Cal. 3"-4" |
| PIP XX | Existing Palm<br>Protect In Place | Varies | 3 | Varies |
| PIP XX | Existing Tree<br>Protect In Place | Varies | 12 | Varies |

## Shrubs

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Calliandra californica<br>Red Fairy Duster | 5 Gallon | 35 | Full Past Can |
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon | 51 | Full Past Can |
| | Simmondsia chinensis<br>Jojoba | 5 Gallon | 34 | Full Past Can |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon | 24 (1) | Full Past Can |
| | Ruellia peninsularis<br>Desert Ruellia | 5 Gallon | 42 | Full Past Can |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon | 37 | Full Past Can |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon | 62 | Full Past Can |

## Groundcovers

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon | 86 | Full Past Can |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon | 37 | Full Past Can |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon | 49 | Full Past Can |

## Accents

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Agave americana 'Variegata'<br>Variegated Century Plant | 5 Gallon | 34 | Full Past Can |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon | 32 | Full Past Can |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon | 12 | Full Past Can |
| | Muhlenbergia rigens<br>Deer Grass | 5 Gallon | 51 | Full Past Can |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon | 24 | Full Past Can |
| | Opuntia engelmannii<br>Engelmann's Prickly Pear | 5 Gallon | 24 | Full Past Can |

# IRRIGATION LEGEND

| DETAIL: | SYMBOL: | DESCRIPTION: | REMARKS: | QTYS: |
|---|---|---|---|---|
| | M | EXISTING WATER METER | PROTECT IN PLACE | N/A |
| | B | EXISTING REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY | PROTECT IN PLACE | N/A |
| | E | EXISTING ELECTRIC METER | PROTECT IN PLACE | N/A |
| 4 & 5 ID.03 | C | IRRIGATION CONTROLLER '107' | BASELINE #BL-3200X-R12-CM 12 STATION CONVENTIONALLY WIRED CONTROLLER WITH 16-GAUGE POWDERCOATED STEEL WALL MOUNT ENCLOSURE WITH #BL-CLOUD-LTE-ESIM MODEM, OMNI DIRECTIONAL ANTENNA KIT #BL-CM-OMNI WITH 50' ANTENNA CABLE #BL-CX-CBL50 AND IN-LINE SURGE ARRESTOR #BL-CX-LA-X; INCLUDE BASEMANAGER PLUS 10 YEAR SERVICE #BL-BMW2-PLUS-10Y WITH POST CONSTRUCTION EQUIPMENT SURVEY BY CONTRACTOR; GROUND CONTROLLER WITH POWER SUPPLY GROUND; CELLULAR SITE SURVEY SHALL DETERMINE CELL PROVIDER, CELL ANTENNA TYPE, AND CONFIRM ANTENNA LOCATION. | 1 EA |
| 6 ID.03 | | MASTER VALVE & FLOW METER ASSEBLY | MASTER VALVE: 1.0" HUNTER IVC-101G GLASS-FILLED NYLON VALVE WITH SCURBBER & FLOW CONTROL (NORMALLY CLOSED); TWO SCH 80 PVC UNIONS SIZED TO MATCH; CHRISTY'S YELLOW MAXI SIZE WIRE ID TAG; CARSON JUMBO TAN COLOR RECTANGULAR VALVE BOX #1220-12; CONVENTIONAL WIRES TO CONTROLLER SHALL BE #14 AWG BLUE CONTROL, WHITE COMMON, & ONE GRAY SPARE TO MV & FS.<br>FLOW METER: CST FSI-T10-001 1.0" PVC TEE-STYLE FLOW METER, CHRISTY'S YELLOW MAXI SIZE WIRE ID TAG; IN CARSON TAN COLOR 10" ROUND VALVE BOX #910-12; ROUTE WIRES TO CONTROLLER ENTIRELY WITHIN 1.25" SCH 40 PVC CONDUIT. | 1" - 1 EA |
| 1 ID.01 | | ISOLATION BALL VALVE | SPEARS SCH 80 PVC BALL VALVES WITH FULL PORT TRUE UNION; INSTALL IN CARSON #1220 JUMBO TAN VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" STENCIL LETTERS PER VALVE BOX INSTALLATION DETAIL. SIZE TO MATCH PIPE SIZE. | 1.25" - 1 EA |
| 1 ID.02 | | DRIP REMOTE CONTROL VALVE ASSEMBLY | HUNTER DRIP KIT #ICZ-101-LF, 1" GLOBE VALVE, 1" WYE FILTER (150 MESH STAINLESS STEEL SCREEN) AND PRESSURE REGULATOR (25 PSI); 1" SPEARS SCH 80 PVC BALL VALVES WITH FULL PORT TRUE UNION; SCH. 80 PVC NIPPLES & FITTINGS; CHRISTY'S STANDARD YELLOW ID TAG WITH CONTROLLER LETTER & STATION NUMBER (IE: A-1) PRINTED ONE SIDE; INSTALL IN CARSON #1220 TAN JUMBO VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH CONTROLLER LETTER & STATION NUMBER (TO MATCH ID TAG). | 4 EA |
| 3 ID.02 | NOT SHOWN | MULTI EMITTER ASSEMBLY | BOWSMITH #ML210 1.0 GPH BLUE COLOR AND #ML220 2.0 GPH RED COLOR MULTI-PORT EMITTERS WITH 1/2" FPT INLET; 1/2" SCH 40 FLEX PIPE RISER; 1/4" VINYL DISTRIBUTION TUBES AT 5'-0" MAX. LENGTH; IN 6" NDS TAN COLOR ROUND EMITTER BOX (SEE 'EMITTER NOTE' #4). SEE 'EMITTER SCHEDULE' FOR REQ'D FLOW & QTY. PER PLANT | 353 EA |
| 4 ID.01 | | FLUSH CAP ASSEMBLY | 3/4" API PVC BALL VALVE WITH 3/4" SWIVEL FHT INPUT & 3/4" MHT OUTPUT; 3/4" PVC FLEX PIPE RISER WITH TWO 3/4" SCH 40 PVC MALE ADAPTERS; INSTALL IN CARSON #910 10" ROUND VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" STENCIL LETTERS PER VALVE BOX INSTALLATION DETAIL IN THIS SET. (TWO END CAPS MAX. MAY BE INSTALLED WITHIN SAME VALVE BOX IF LOCATED IN SAME VICINITY) | 12 EA |
| 4 ID.02 | | MAINLINE PIPE | SCH 40 PVC PIPE WITH SCH 80 SOLVENT WELD FITTINGS, SIZE PER PLAN | 1.25" - 923 LF |
| | | DRIP LATERAL PIPE | 1" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 21 LF |
| | | DRIP LATERAL PIPE- SHRUBS | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 4,933 LF |
| | | DRIP LATERAL PIPE- TREES | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS (1) | 2,582 LF |
| 7 ID.01 | X"PS | PIPE SLEEVE (PS) | SCHEDULE 40 PVC PIPE (WHITE); INSTALL SLEEVES AT DEEPEST PIPE DEPTH WITHIN SLEEVE OR 24" MIN. COVER UNDER DRIVING SURFACES; ANY SLEEEVES NOTED FOR BORING IS CONSIDERED INCIDENTAL TO SLEEVE COST | 6"PS= 10 LF |

# PLANT INVENTORY

| Plant # | Species | Common Name | Caliper (in) | Width (in) | Height (in) | Inventory Designation | Action Designation | Comments |
|---|---|---|---|---|---|---|---|---|
| 22 | Searsia lancea | African Sumac | 10 | 12 | 15 | NS | PIP | |
| 23 | Searsia lancea | African Sumac | 12 | 15 | 18 | NS | PIP | |
| 24 | Searsia lancea | African Sumac | 8 | 12 | 15 | NS | PIP | |
| 25 | Searsia lancea | African Sumac | 8 | 15 | 12 | NS | PIP | Leaning. |
| 26 | Searsia lancea | African Sumac | 6 | 10 | 12 | NS | PIP | Leaning. Poor form. |
| 27 | Searsia lancea | African Sumac | 20 | 20 | 20 | NS | PIP | Twisted branches. |
| 28 | Searsia lancea | African Sumac | 18 | 15 | 15 | NS | D | Branch loss, canopy sparse, in decline. |
| 29 | Searsia lancea | African Sumac | 8 | 12 | 15 | NS | PIP | |
| 30 | Searsia lancea | African Sumac | 18 | 15 | 15 | NS | D | Twisted branches. |
| 31 | Searsia lancea | African Sumac | 10 | 12 | 15 | NS | D | Canopy loss, dead branches. |
| 32 | Searsia lancea | African Sumac | 20 | 25 | 20 | NS | D | Leaning and possibly uprooting. |
| 33 | Searsia lancea | African Sumac | 20 | 30 | 25 | NS | PIP | Leaning but attractive. |
| 34 | Searsia lancea | African Sumac | 6 | 10 | 12 | NS | PIP | Boulders at base of tree for support. |
| 35 | Eucalyptus spp. | Eucalyptus Variety | 30 | 45 | 60 | NS | PIP | |
| 36 | Eucalyptus spp. | Eucalyptus Variety | 24 | 40 | 60 | NS | PIP | |
| 37 | Eucalyptus spp. | Eucalyptus Variety | 18 | 25 | 55 | NS | PIP | |
| 38 | Washingtonia robusta | Mexican Fan Palm | 20 | 12 | 45 | NS | PIP | |
| 39 | Washingtonia robusta | Mexican Fan Palm | 20 | 12 | 45 | NS | PIP | |
| 40 | Washingtonia robusta | Mexican Fan Palm | 20 | 12 | 40 | NS | PIP | |

| INVENTORY DESIGNATION LEGEND | |
|---|---|
| S | = Salvageable |
| NS | = Non-Salvageable |

| INTENDED DESIGNATION LEGEND | |
|---|---|
| S | = Salvage and Relocate |
| D | = Destroy, Not Salvageable & Cannot Remain in Place |
| PIP | = Preserve and Protect In Place |

## PROTECTION FENCING LEGEND:

| SYMBOL | DESCRIPTION | QTY |
|---|---|---|
| | TREE PROTECTION FENCING FOR EXISTING TREES. REFER TO DETAILS 1-2, SHEET LD-1.02 | 930 LF |

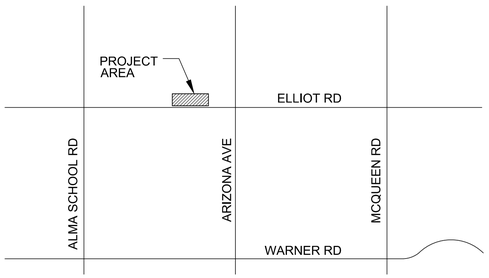
## PLANT INVENTORY QUANTITY:

| | Tree | Palm |
|---|---|---|
| Salvage and Relocate | 0 | 0 |
| Destroy and Remove | 4 | 0 |
| Protect In Place | 12 | 3 |
| Total | 19 | |

## A107 SHEET INDEX:


A107-1.01 AREA 107 - LEGENDS & QUANTITY
A107-2.01 AREA 107 - DEMOLITION AND PLANT INVENTORY PLAN
A107-3.01 AREA 107 - LANDSCAPE PLAN
A107-3.02 AREA 107 - LANDSCAPE PLAN
A107-4.01 AREA 107 - IRRIGATION PLAN
A107-4.02 AREA 107 - IRRIGATION PLAN


## VICINITY MAP



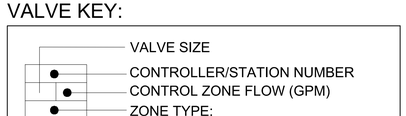

## SURFACE MATERIALS LEGEND AREA 107

| SYMBOL | DESCRIPTION | COLOR | QUANTITY |
|---|---|---|---|
| | Decomposed Granite | Desert Gold or Approved Equal, 1 1/4" Screened MIN., 2 1/2" Depth | 114,062 SF |
| | Riprap | Desert Gold or Approved Equal, 3" - 6", 6" Depth | 285 SF |

## DEMOLITION KEY NOTES - AREA 107

| | | |
|---|---|---|
| 1 | REMOVE CONCRETE HEADER (1,200LF.) | |
| 2 | REMOVE & DISPOSE OF TURF (104,741 SF.) | |
| 3 | REMOVE DG (9,179 SF.) | |
| 7 | REMOVE IRRIGATION CONTROLLER (1 EA) | |

## VALVE KEY:





J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221


CONSULTANT(S):

CLIENT:

CITY OF CHANDLER

# TURF TO XERISCAPE PROGRAM PHASE I

AREA 107 LEGENDS & QUANTITY

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH
PLACKO
Date Signed 5/21/25
Not Valid Unless Signed

| | |
|---|---|
| DESIGNED BY: AL, KZ | DRAWN BY: J2 |
| CHECKED BY: SP/JV | APPROVED BY: JV |
| SCALE: NTS | DATE: 04/22/25 |
| DRAWING NO.: A107-1.01 | SHEET NO.: 6 OF 66 |

PROJECT # ST2405.401; CIV24-0141; LJ106660

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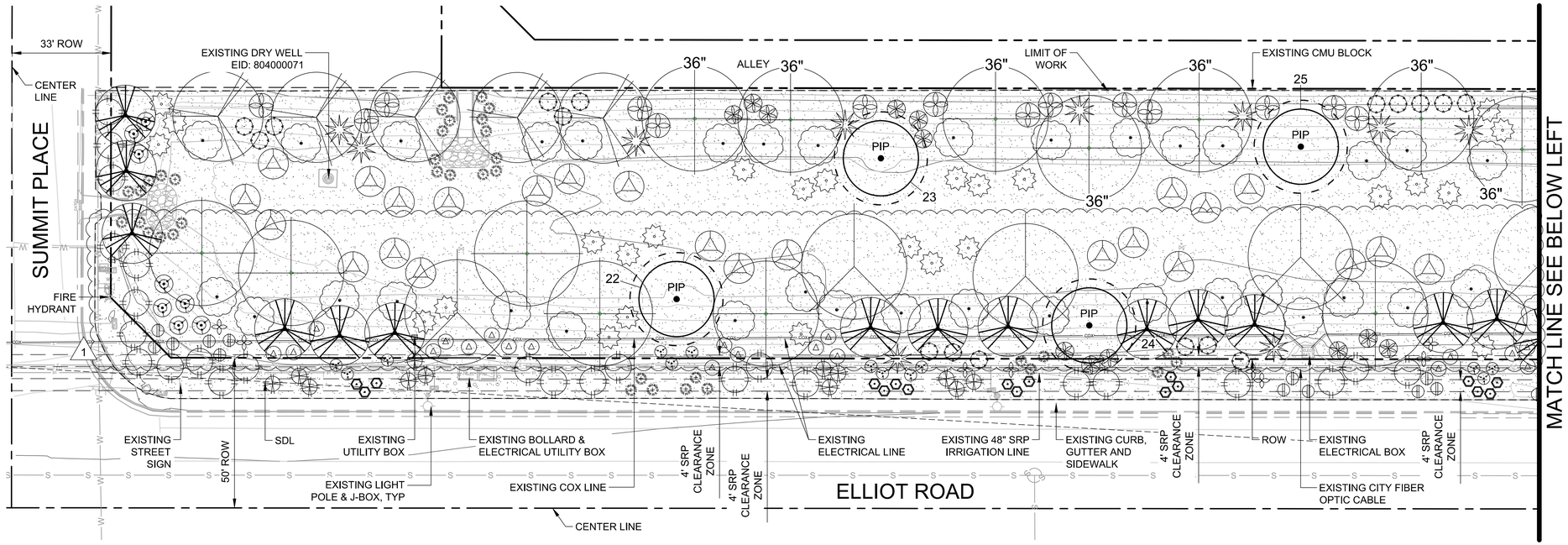


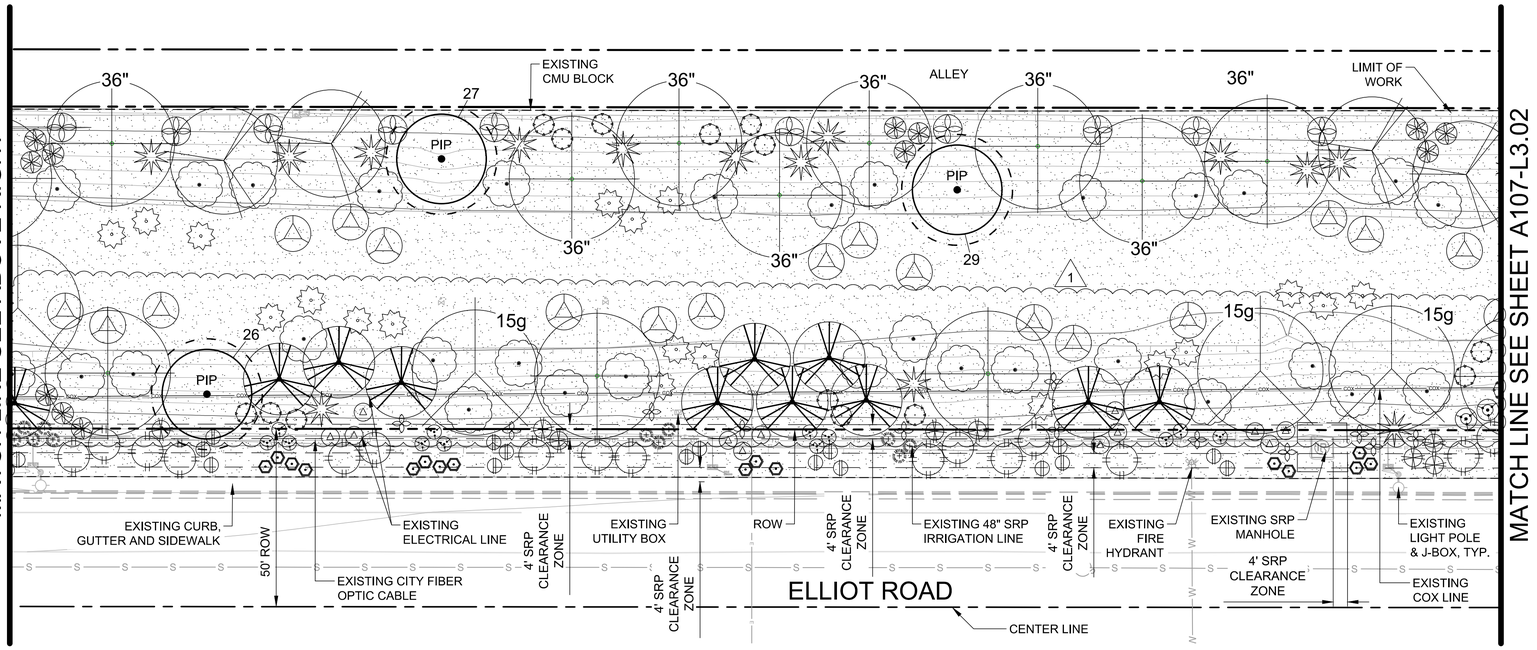


## Landscape Legend - Area 107

### Trees / Palms

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Acacia aneura<br>Mulga | 24" Box |
| | Eucalyptus papuana<br>Ghost Gum Eucalyptus | 15 Gal.<br>24" Box |
| | Parkinsonia Florida<br>Blue Palo Verde | 24" Box |
| | Pistacia 'Red Push'<br>Red Push Pistache | 24" Box<br>36" Box |
| PIP XX | Existing Palm<br>Protect In Place | Varies |
| PIP XX | Existing Tree<br>Protect In Place | Varies |

### Shrubs

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Calliandra californica<br>Red Fairy Duster | 5 Gallon |
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon |
| | Simmondsia chinensis<br>Jojoba | 5 Gallon |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon |
| | Ruellia peninsularis<br>Desert Ruellia | 5 Gallon |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon |

### Groundcovers

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon |

### Accents

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Agave americana 'Variegata'<br>Variegated Century Plant | 5 Gallon |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon |
| | Muhlenbergia rigens<br>Deer Grass | 5 Gallon |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon |
| | Opuntia engelmannii<br>Engelmann's Prickly Pear | 5 Gallon |

### Tree Protection Fencing Legend

| Symbol | Item Description |
|---|---|
| | Tree / Palm Protection Fencing<br>Refer to Dtls. 1-2, Sheet GN-1.04 |

## EXISTING UTILITIES KEY:

| SYMBOL/ LINETYPE | DESCRIPTION |
|---|---|
| W | WATER |
| S S | SEWER |
| E | ELECTRICAL |
| OHE | OVERHEAD ELECTRICAL |
| IR | IRRIGATION |
| G | GAS |
| T | TELECO |
| ZAYO FO | FIBER OPTIC CABLE |
| FO | CITY FIBER OPTIC CABLE |
| COX | COX |
| | LIGHT POLE |
| EJB | J-BOX |

NOTE:
1. ALL EXISTING UTILITIES, LIGHT POLES, J-BOX & SIGNS ARE TO BE PROTECTED IN PLANS AND CONTRACTOR TO VERIFY LOCATION WITH BLUE STAKE.
2. LIGHTS BURIED DIRECTLY IN THE BASINS WILL BE REPLACED WITH NEW FOUNDATION AND LIGHT POLE WITH LED LIGHT IN THE FUTURE BY OTHERS.
3. CONTRACTOR TO VERIFY, LOCATE AND PROTECT IN PLACE THE CITY OF CHANDLER FIBER OPTIC CABLE LINE & CONDUIT LOCATION.

## SURFACE MATERIALS

| SYMBOL | DESCRIPTION |
|---|---|
| | DECOMPOSED GRANITE<br>SEE SHT GN-1.03 |
| | RIP RAP<br>SEE SHT GN-1.03 |

0 20' 40'
SCALE: 1"=20'

-WARNING-
CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITIES PRIOR TO CONSTRUCTION.

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):

CLIENT:

CITY OF CHANDLER
# TURF TO XERISCAPE PROGRAM PHASE I
AREA 107 - LANDSCAPE PLANS

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH PLACKO
DATE OF REGISTRATION 10/31/2017

DESIGNED BY: AL, KZ | DRAWN BY: J2
CHECKED BY: SP/JV | APPROVED BY: JV
SCALE: SEE PLAN | DATE: 04/22/25
DRAWING NO.: A107-3.01 | SHEET NO.: 8 OF 66

PROJECT # ST2405.401; CIV24-0141; LJ106660

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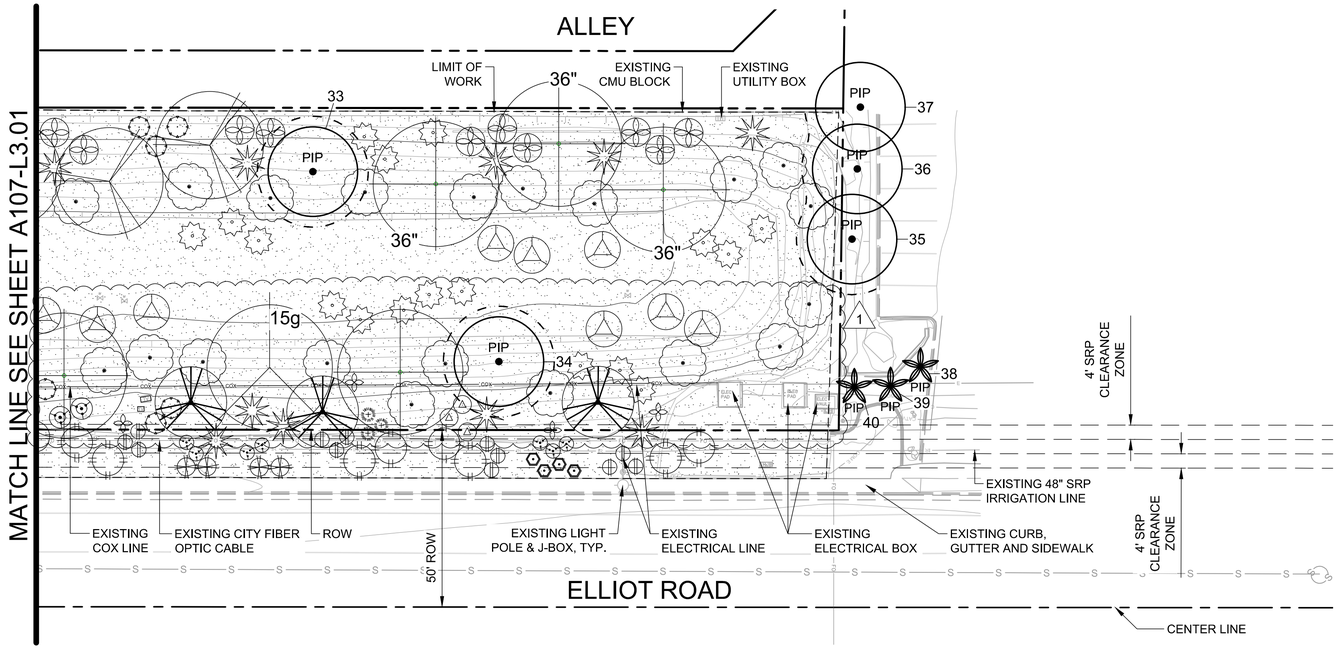


## Landscape Legend - Area 107

### Trees / Palms

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Acacia aneura<br>Mulga | 24" Box |
| | Eucalyptus papuana<br>Ghost Gum Eucalyptus | 15 Gal.<br>24" Box |
| | Parkinsonia Florida<br>Blue Palo Verde | 24" Box |
| | Pistacia 'Red Push'<br>Red Push Pistache | 24" Box<br>36" Box |
| PIP XX | Existing Palm<br>Protect In Place | Varies |
| PIP XX | Existing Tree<br>Protect In Place | Varies |

### Shrubs

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Calliandra californica<br>Red Fairy Duster | 5 Gallon |
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon |
| | Simmondsia chinensis<br>Jojoba | 5 Gallon |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon |
| | Ruellia peninsularis<br>Desert Ruellia | 5 Gallon |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon |

### Groundcovers

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon |

### Accents

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Agave americana 'Variegata'<br>Variegated Century Plant | 5 Gallon |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon |
| | Muhlenbergia rigens<br>Deer Grass | 5 Gallon |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon |
| | Opuntia engelmannii<br>Engelmann's Prickly Pear | 5 Gallon |

### Tree Protection Fencing Legend

| Symbol | Item Description |
|---|---|
| | Tree / Palm Protection Fencing<br>Refer to Dtls. 1-2, Sheet GN-1.04 |

### EXISTING UTILITIES KEY:

| SYMBOL/ LINETYPE | DESCRIPTION |
|---|---|
| W | WATER |
| S S | SEWER |
| E | ELECTRICAL |
| OHE | OVERHEAD ELECTRICAL |
| IR | IRRIGATION |
| G | GAS |
| T | TELECO |
| FO | FIBER OPTIC CABLE |
| FO | CITY FIBER OPTIC CABLE |
| COX | COX |
| | LIGHT POLE |
| EJB | J-BOX |

NOTE:
1. ALL EXISTING UTILITIES, LIGHT POLES, J-BOX & SIGNS ARE TO BE PROTECTED IN PLANS AND CONTRACTOR TO VERIFY LOCATION WITH BLUE STAKE.
2. LIGHTS BURIED DIRECTLY IN THE BASINS WILL BE REPLACED WITH NEW FOUNDATION AND LIGHT POLE WITH LED LIGHT IN THE FUTURE BY OTHERS.
3. CONTRACTOR TO VERIFY, LOCATE AND PROTECT IN PLACE THE CITY OF CHANDLER FIBER OPTIC CABLE LINE & CONDUIT LOCATION.

### SURFACE MATERIALS

| SYMBOL | DESCRIPTION |
|---|---|
| | DECOMPOSED GRANITE<br>SEE SHT GN-1.03 |
| | RIP RAP<br>SEE SHT GN-1.03 |

0 20' 40'
SCALE: 1"=20'

-WARNING-
THE EXISTING UTILITY LINES SHOWN ON THESE PLANS ARE BASED ON RECORD INFORMATION AND SURFACE EVIDENCE. THE EXACT LOCATION AND EXISTENCE OF ALL UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR BEFORE BEGINNING CONSTRUCTION WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):

CLIENT:

CITY OF CHANDLER
# TURF TO XERISCAPE PROGRAM
## PHASE I
AREA 107 - LANDSCAPE PLANS

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH PLACKO
Date Signed 5/21/25
ARIZONA U.S.A.

| | |
|---|---|
| DESIGNED BY: AL, KZ | DRAWN BY: J2 |
| CHECKED BY: SP/JV | APPROVED BY: JV |
| SCALE: SEE PLAN | DATE: 04/22/25 |
| DRAWING NO.: A107-3.02 | SHEET NO.: 9 OF 66 |

PROJECT # ST2405.401; CIV24-0141; LJ106660

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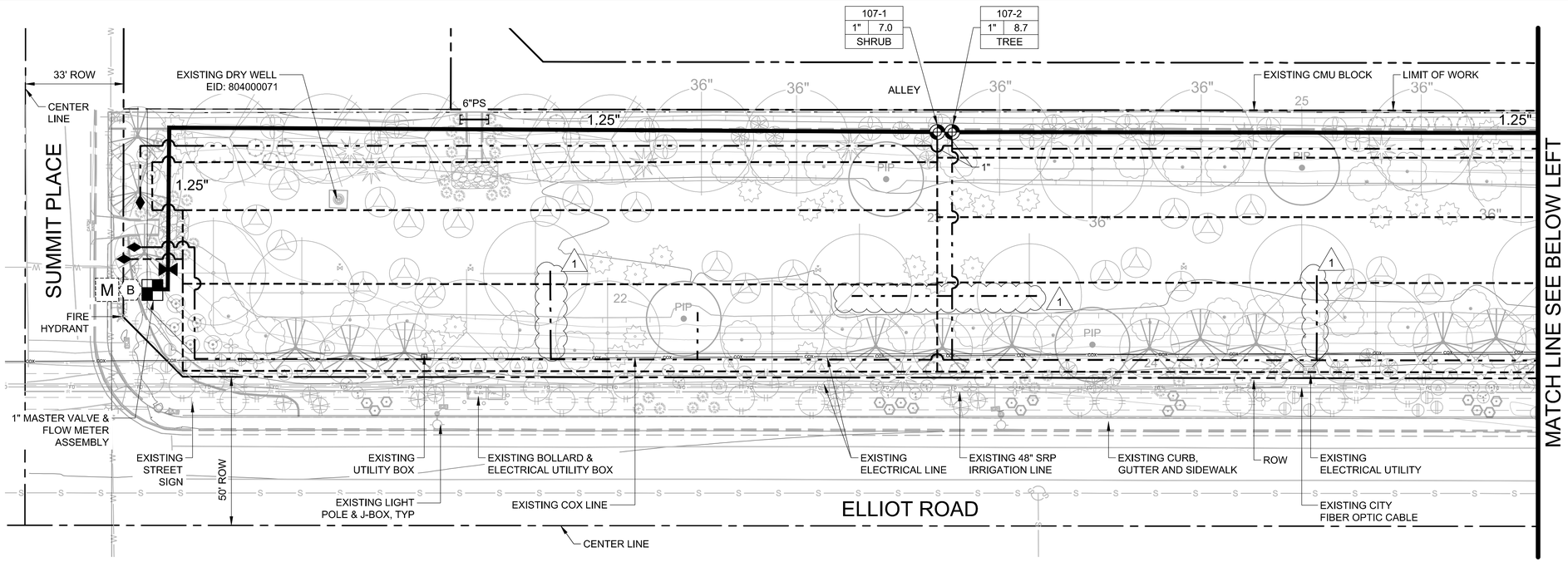


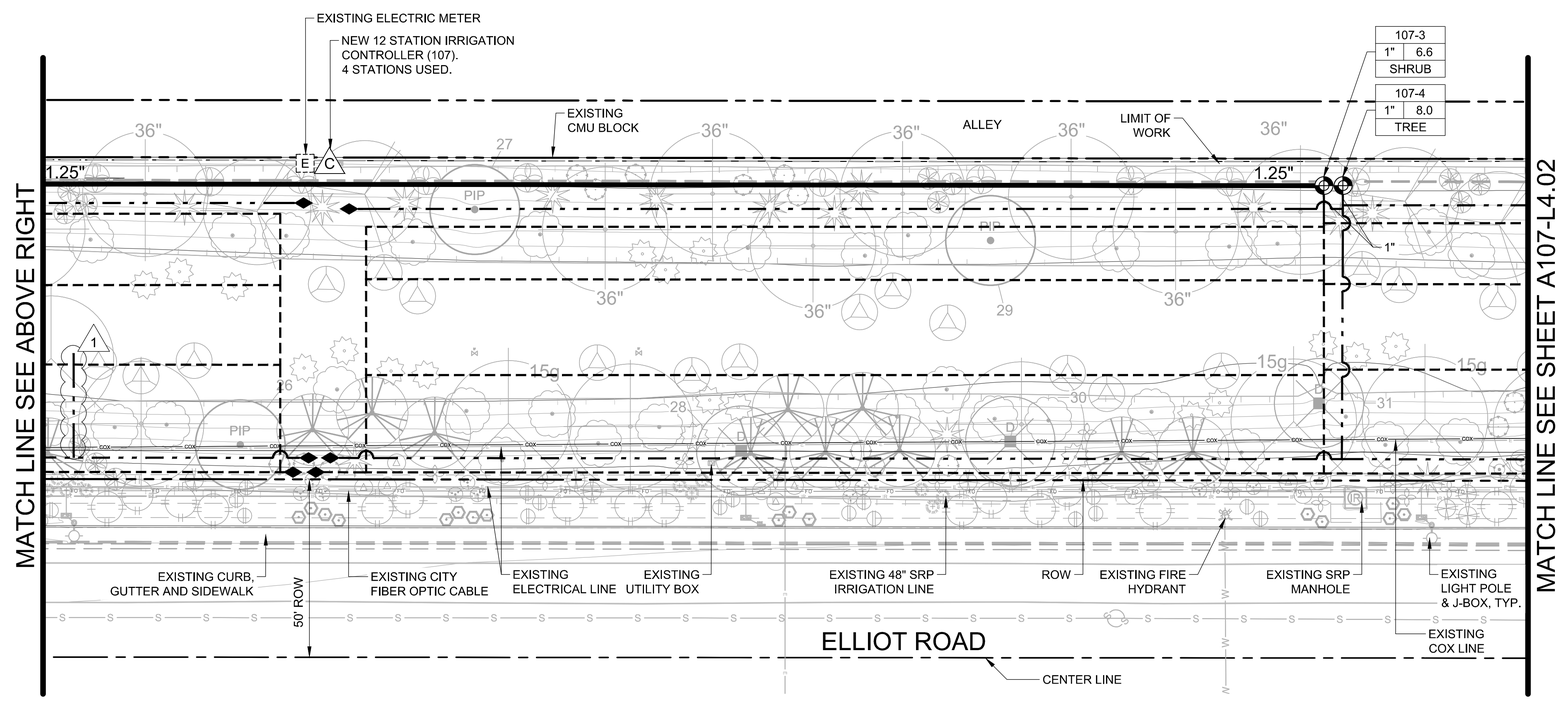


## IRRIGATION LEGEND

| SYMBOL: | DESCRIPTION: |
|---|---|
| M | EXISTING WATER METER |
| B | EXISTING REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY |
| E | EXISTING ELECTRIC METER |
| C | IRRIGATION CONTROLLER |
| | MASTER VALVE & FLOW METER ASSEMBLY |
| | ISOLATION BALL VALVE |
| | DRIP REMOTE CONTROL VALVE ASSEMBLY |
| NOT SHOWN | MULTI EMITTER ASSEMBLY |
| | FLUSH CAP ASSEMBLY |
| | DEEP ROOT WATERING ASSEMBLY |
| X" | MAINLINE PIPE |
| | DRIP LATERAL PIPE |
| | DRIP LATERAL PIPE- SHRUBS |
| | DRIP LATERAL PIPE- TREES |
| | DRIP LATERAL PIPE- DEEP ROOT TREES |
| X"PS | PIPE SLEEVE (PS) |

## VALVE KEY:

VALVE SIZE
CONTROLLER/STATION NUMBER
CONTROL ZONE FLOW (GPM)
ZONE TYPE:

SHRUB = SHRUBS IN DG
TREE = TREES IN DG

## EXISTING UTILITIES KEY:

| SYMBOL/ LINETYPE | DESCRIPTION |
|---|---|
| W | WATER |
| S S | SEWER |
| E | ELECTRICAL |
| OHE | OVERHEAD ELECTRICAL |
| IR | IRRIGATION |
| G | GAS |
| T | TELECO |
| ZAYO FO | FIBER OPTIC CABLE |
| FO | CITY FIBER OPTIC CABLE |
| COX | COX |
| | LIGHT POLE |
| EJB | J-BOX |

NOTE:
1. ALL EXISTING UTILITIES, LIGHT POLES, J-BOX & SIGNS ARE TO BE PROTECTED IN PLANS AND CONTRACTOR TO VERIFY LOCATION WITH BLUE STAKE.
2. LIGHTS BURIED DIRECTLY IN THE BASINS WILL BE REPLACED WITH NEW FOUNDATION AND LIGHT POLE WITH LED LIGHT IN THE FUTURE BY OTHERS.
3. CONTRACTOR TO VERIFY, LOCATE AND PROTECT IN PLACE THE CITY OF CHANDLER FIBER OPTIC CABLE LINE & CONDUIT LOCATION.

0 20' 40'
SCALE: 1"=20'

-WARNING-
ARIZONA REVISED STATUTE PROJECT CONTRACTOR MUST NOTIFY BLUE STAKE, INC. (602) 263-1100 AT LEAST TWO FULL BUSINESS DAYS BEFORE COMMENCING EXCAVATION OR DEMOLITION. FAILURE TO DO SO COULD RESULT IN CIVIL PENALTIES AND DAMAGES.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
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DRAWING NO.: A107-4.01 | SHEET NO.: 10 OF 66

PROJECT # ST2405.401; CIV24-0141; LJ106660

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# Landscape Legend - Area 108

## Trees / Palms

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia salicina<br>Willow Acacia | 24" Box<br>36" Box | 28<br>2 | 24": Standard<br>H 7'-8' \| W 2.5'-3.5'<br>Cal. 1.25"-1.5" |
| | Chilopsis linearis spp<br>Desert Willow | 15 Gal.<br>24" Box | 4<br>23 | 15 Gal.: Multi<br>H 4'-5' \| W 2'-3'<br>24": Multi<br>H 5'-7' \| W 3'-4' |
| | Olea europaea 'Wilsonii'<br>Wilson's Fruitless Olive | 36" Box | 12 | 36": Multi<br>H 8'-10' \| W 5'-7' |
| | Quercus Virginiana 'Heritage'<br>Southern Live Oak | 24" Box | 14 | 24": Standard<br>H 7'-9' \| W 3'-4'<br>Cal. 1.0"-1.5" |
| PIP XX | Existing Tree<br>Protect In Place | Varies | 36 | Varies |

## Shrubs

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Calliandra californica<br>Red Fairy Duster | 5 Gallon | 19 | Full Past Can |
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon | 77 | Full Past Can |
| | Simmondsia chinensis<br>Jojoba | 5 Gallon | 52 | Full Past Can |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon | 18 | Full Past Can |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon | 90 | Full Past Can |

## Groundcovers

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon | 98 | Full Past Can |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon | 59 | Full Past Can |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon | 34 | Full Past Can |
| | Oenothera berlandieri<br>Mexican Evening Primrose | 5 Gallon | 73 | Full Past Can |

## Accents

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Agave americana 'Variegata'<br>Variegated Century Plant | 5 Gallon | 50 | Full Past Can |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon | 61 | Full Past Can |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon | 31 | Full Past Can |
| | Muhlenbergia rigens<br>Deer Grass | 5 Gallon | 154 | Full Past Can |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon | 84 | Full Past Can |

## SURFACE MATERIALS LEGEND AREA 108

| SYMBOL | DESCRIPTION | COLOR | QUANTITY |
|---|---|---|---|
| | Decomposed Granite | Desert Gold or Approved Equal, 1 1/4" Screened MIN., 2 1/2" Depth | 165,492 SF (1) |
| | Riprap | Desert Gold or Approved Equal, 3" - 6", 6" Depth | 1,094 SF |

## DEMOLITION KEY NOTES - AREA 108

| | |
|---|---|
| 1 | REMOVE CONCRETE HEADER (1,372 LF.) |
| 2 | REMOVE & DISPOSE TURF (156,979 SQ. FT.) |
| 3 | REMOVE DG (10,818 SQ. FT.) |
| 7 | REMOVE IRRIGATION CONTROLLER (1EA) |

## IRRIGATION LEGEND

| DETAIL: | SYMBOL: | DESCRIPTION: | REMARKS: | QTYS: |
|---|---|---|---|---|
| | M | EXISTING WATER METER | PROTECT IN PLACE | N/A |
| | B | EXISTING REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY | PROTECT IN PLACE | N/A |
| 3 & 5 ID.03 | C | IRRIGATION CONTROLLER '108' | BASELINE #BL-3200P-R12-CM 12 STATION CONVENTIONALLY WIRED CONTROLLER WITH 16-GAUGE POWDERCOATED STEEL PEDESTAL MOUNT ENCLOSURE WITH #BL-CLOUD-LTE-ESIM MODEM, OMNI DIRECTIONAL ANTENNA KIT #BL-CM-OMNI WITH 50' ANTENNA CABLE #BL-CX-CBL50 AND IN-LINE SURGE ARRESTOR #BL-CX-LA-X; INCLUDE BASEMANAGER PLUS 10 YEAR SERVICE #BL-BMW2-PLUS-10Y WITH POST CONSTRUCTION EQUIPMENT SURVEY BY CONTRACTOR; GROUND CONTROLLER WITH POWER SUPPLY GROUND; CELLULAR SITE SURVEY SHALL DETERMINE CELL PROVIDER, CELL ANTENNA TYPE, AND CONFIRM ANTENNA LOCATION. | 1 EA |
| 6 ID.03 | | MASTER VALVE & FLOW METER ASSEBLY | MASTER VALVE: 1.0" HUNTER IVC-101G GLASS-FILLED NYLON VALVE WITH SCURBBER & FLOW CONTROL (NORMALLY CLOSED); TWO SCH 80 PVC UNIONS SIZED TO MATCH; CHRISTY'S YELLOW MAXI SIZE WIRE ID TAG; CARSON JUMBO TAN COLOR RECTANGULAR VALVE BOX #1220-12; CONVENTIONAL WIRES TO CONTROLLER SHALL BE #14 AWG BLUE CONTROL, WHITE COMMON, & ONE GRAY SPARE TO MV & FS.<br>FLOW METER: CST FSI-T10-001 1.0" PVC TEE-STYLE FLOW METER, CHRISTY'S YELLOW MAXI SIZE WIRE ID TAG; IN CARSON TAN COLOR 10" ROUND VALVE BOX #910-12; ROUTE WIRES TO CONTROLLER ENTIRELY WITHIN 1.25" SCH 40 PVC CONDUIT. | 1" - 1 EA |
| 1 ID.01 | | ISOLATION BALL VALVE | SPEARS SCH 80 PVC BALL VALVE WITH FULL PORT TRUE UNION; INSTALL IN CARSON #1220 JUMBO TAN VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" STENCIL LETTERS PER VALVE BOX INSTALLATION DETAIL. SIZE TO MATCH PIPE SIZE. | 1.5" - 2 EA |
| 1 ID.02 | | DRIP REMOTE CONTROL VALVE ASSEMBLY | HUNTER DRIP KIT #ICZ-101-LF, 1" GLOBE VALVE, 1" WYE FILTER (150 MESH STAINLESS STEEL SCREEN) AND PRESSURE REGULATOR (25 PSI); 1" SPEARS SCH 80 PVC BALL VALVE WITH FULL PORT TRUE UNION; SCH. 80 PVC NIPPLES & FITTINGS; CHRISTY'S STANDARD YELLOW ID TAG WITH CONTROLLER LETTER & STATION NUMBER (IE: A-1) PRINTED ONE SIDE; INSTALL IN CARSON #1220 TAN JUMBO VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH CONTROLLER LETTER & STATION NUMBER (TO MATCH ID TAG); | 9 EA |
| 3 ID.02 | NOT SHOWN | MULTI EMITTER ASSEMBLY | BOWSMITH #ML210 1.0 GPH BLUE COLOR AND #ML220 2.0 GPH RED COLOR MULTI-PORT EMITTERS WITH 1/2" FPT INLET; 1/2" SCH 40 FLEX PIPE RISER; 1/4" VINYL DISTRIBUTION TUBES AT 5'-0" MAX. LENGTH; IN 6" NDS TAN COLOR ROUND EMITTER BOX (SEE 'EMITTER NOTE' #4). SEE 'EMITTER SCHEDULE' FOR REQ'D FLOW & QTY. PER PLANT | 515 EA |
| 1&2 ID.03 | | DEEP ROOT WATERING ASSEMBLY | HUNTER #RZWS-36-50-CV 36" DEPTH ROOT ZONE WATERING SYSTEM WITH 0.25 GPM BUBBLER AND FACTORY INSTALLED CHECK VALVE; INCLUDE OPTIONAL FIELD INSTALLED FILTER FABRIC SLEEVE #RZWS-SLEEVE. | 78 EA |
| 4 ID.01 | | FLUSH CAP ASSEMBLY | 3/4" API PVC BALL VALVE WITH 3/4" SWIVEL FHT INPUT & 3/4" MHT OUTPUT; 3/4" PVC FLEX PIPE RISER WITH TWO 3/4" SCH 40 PVC MALE ADAPTERS; INSTALL IN CARSON #910 10" ROUND VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" STENCIL LETTERS PER VALVE BOX INSTALLATION DETAIL IN THIS SET. (TWO END CAPS MAX. MAY BE INSTALLED WITHIN SAME VALVE BOX IF LOCATED IN SAME VICINITY) | 13 EA |
| 4 ID.02 | | MAINLINE PIPE | SCH 40 PVC PIPE WITH SCH 80 SOLVENT WELD FITTINGS, SIZE PER PLAN | 1.5" - 1,149 LF |
| | | DRIP LATERAL PIPE | 1" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 36 LF |
| | | DRIP LATERAL PIPE- SHRUBS | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 5,988 LF |
| | | DRIP LATERAL PIPE- TREES | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 2,870 LF |
| | | DEEP ROOT LATERAL PIPE | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 2,427 LF |
| 7 ID.01 | X"PS | PIPE SLEEVE (PS) | SCHEDULE 40 PVC PIPE (WHITE); INSTALL SLEEVES AT DEEPEST PIPE DEPTH WITHIN SLEEVE OR 24" MIN. COVER UNDER DRIVING SURFACES; ANY SLEEEVES NOTED FOR BORING IS CONSIDERED INCIDENTAL TO SLEEVE COST | 3"PS= 30 LF |

## VALVE KEY:

VALVE SIZE
CONTROLLER/STATION NUMBER
CONTROL ZONE FLOW (GPM)
ZONE TYPE:
SHRUBS = SHRUBS IN DG
TREES = TREES IN DG
DEEP ROOT = SELECTED EXST TREES

## PLANT INVENTORY

| Plant # | Species | Common Name | Caliper (in) | Width (in) | Height (in) | Inventory Designation | Action Designation | Comments |
|---|---|---|---|---|---|---|---|---|
| 41 | Pinus spp. | Pine Variety | 24 | 40 | 50 | NS | PIP | |
| 42 | Pinus spp. | Pine Variety | 30 | 40 | 30 | NS | PIP | |
| 43 | Pinus spp. | Pine Variety | 16 | 25 | 30 | NS | PIP | |
| 44 | Pinus spp. | Pine Variety | 14 | 11 | 35 | NS | PIP | |
| 45 | Pinus spp. | Pine Variety | 11 | 18 | 23 | NS | PIP | |
| 46 | Pinus spp. | Pine Variety | 12 | 15 | 50 | NS | PIP | |
| 47 | Pinus spp. | Pine Variety | 10 | 20 | 25 | NS | PIP | |
| 48 | Pinus spp. | Pine Variety | 30 | 40 | 40 | NS | PIP | |
| 49 | Pinus spp. | Pine Variety | 10 | 15 | 20 | NS | D | |
| 50 | Pinus spp. | Pine Variety | 24 | 40 | 45 | NS | PIP | |
| 51 | Pinus spp. | Pine Variety | 10 | 15 | 15 | S | PIP | |
| 52 | Pinus spp. | Pine Variety | 20 | 20 | 35 | NS | PIP | |
| 53 | Pinus spp. | Pine Variety | 20 | 35 | 50 | NS | PIP | |
| 54 | Pinus spp. | Pine Variety | 30 | 35 | 40 | NS | PIP | |
| 55 | Pinus spp. | Pine Variety | 25 | 40 | 45 | NS | PIP | |
| 56 | Pinus spp. | Pine Variety | 25 | 35 | 45 | NS | PIP | |
| 57 | Pinus spp. | Pine Variety | 25 | 35 | 45 | NS | PIP | |
| 58 | Pinus spp. | Pine Variety | 35 | 35 | 45 | NS | PIP | |
| 59 | Pinus spp. | Pine Variety | 30 | 35 | 50 | NS | PIP | |
| 60 | Pinus spp. | Pine Variety | 20 | 24 | 50 | NS | PIP | |
| 61 | Pinus spp. | Pine Variety | 24 | 30 | 50 | NS | PIP | |
| 62 | Pinus spp. | Pine Variety | 27 | 30 | 45 | NS | PIP | |
| 63 | Pinus spp. | Pine Variety | 30 | 40 | 60 | NS | PIP | |
| 64 | Pinus spp. | Pine Variety | 26 | 45 | 55 | NS | PIP | |
| 65 | Pinus canariensis | Canary Island Pine | 24 | 30 | 45 | NS | PIP | |
| 66 | Pinus canariensis | Canary Island Pine | 28 | 25 | 50 | NS | PIP | |
| 67 | Pinus canariensis | Canary Island Pine | 22 | 20 | 40 | NS | PIP | |
| 68 | Eucalyptus spp. | Eucalyptus Variety | 18 | 35 | 60 | NS | PIP | |
| 69 | Eucalyptus spp. | Eucalyptus Variety | 48 | 60 | 65 | NS | PIP | |
| 70 | Searsia lancea | African Sumac | 9 | 20 | 25 | NS | PIP | |
| 71 | Searsia lancea | African Sumac | 15 | 22 | 25 | NS | PIP | |
| 72 | Searsia lancea | African Sumac | 15 | 18 | 35 | NS | PIP | |
| 73 | Pinus spp. | Pine Variety | 22 | 30 | 45 | NS | PIP | |
| 74 | Pinus spp. | Pine Variety | 24 | 20 | 40 | NS | PIP | |
| 75 | Pinus spp. | Pine Variety | 30 | 55 | 60 | NS | PIP | |
| 76 | Pinus spp. | Pine Variety | 20 | 20 | 25 | NS | PIP | |
| 77 | Pinus spp. | Pine Variety | 22 | 30 | 45 | NS | PIP | |

## INVENTORY DESIGNATION LEGEND

S = Salvageable
NS = Non-Salvageable

## INTENDED DESIGNATION LEGEND

S = Salvage and Relocate
D = Destroy, Not Salvageable & Cannot Remain in Place
PIP = Preserve and Protect In Place

## PROTECTION FENCING LEGEND:

| SYMBOL | DESCRIPTION | QTY |
|---|---|---|
| | TREE PROTECTION FENCING FOR EXISTING TREES. REFER TO DETAILS 1-2, SHEET LD-1.02 | 2,785 LF |

## PLANT INVENTORY QUANTITY:

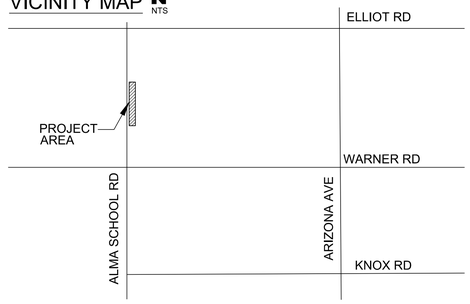
| | Tree |
|---|---|
| Salvage and Relocate | 0 |
| Destroy and Remove | 1 |
| Protect In Place | 36 |
| Total | 37 |

## AREA 108 SHEET INDEX:


A108-1.01 AREA 108 - LEGENDS & QUANTITY
A108-2.01 AREA 108 - DEMOLITION AND PLANT INVENTORY PLAN
A108-3.01 AREA 108 - LANDSCAPE PLAN
A108-3.02 AREA 108 - LANDSCAPE PLAN
A108-4.01 AREA 108 - IRRIGATION PLAN
A108-4.02 AREA 108 - IRRIGATION PLAN


## VICINITY MAP

NTS





J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221


CONSULTANT(S):

CLIENT:

CITY OF CHANDLER
TURF TO XERISCAPE PROGRAM
PHASE I
AREA 108 LEGENDS AND QUANTITIES

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
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J. SETH
PLACKO
Date Signed 4/22/25
ARIZONA, U.S.A.

DESIGNED BY: AL, KZ | DRAWN BY: J2
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SCALE: NTS | DATE: 04/22/25
DRAWING NO.: A108-1.01 | SHEET NO.: 12 OF 66

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PROJECT # ST2405.401; CIV24-0141; LJ106660

# Landscape Legend - Area 119

## Trees / Palms

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia aneura<br>Mulga | 24" Box | 27 | 24": Standard<br>H 6'-7" \| W 2'-3"<br>Cal. 0.75" -1.25" |
| | Acacia salicina<br>Willow Acacia | 24" Box<br>36" Box | 24<br>2 | 24": Standard<br>H 7'-8" \| W 2.5'-3.5'<br>Cal. 1.25"-1.5"<br>36": Standard<br>H 9'-11" \| W 5'-7"<br>Cal. 2.0"-2.5" |
| | Chitalpa tashkentensis<br>Chitalpa | 24" Box | 23 | 24": Standard<br>H 6'-7" \| W 3'-4"<br>Cal. 1.0"-1.5" |
| | Chilopsis linearis spp.<br>Desert Willow | 15 Gal.<br>24" Box | 7<br>32 | 15": Multi<br>H 4'-5" \| W 2'-3"<br>24": Multi<br>H 5'-7" \| W 3'-4" |
| | Parkinsonia Florida<br>Blue Palo Verde | 36" Box | 1<br>34 | 36": Multi<br>H 8'-10" \| W 5'-7" |
| PIP XX | Existing Tree<br>Protect In Place | Varies | 42 | Varies |

## Shrubs

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Calliandra californica<br>Red Fairy Duster | 5 Gallon | 87 | Full Past Can |
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon | 139 | Full Past Can |
| | Simmondsia chinensis<br>Jojoba | 5 Gallon | 53 | Full Past Can |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon | 56 | Full Past Can |
| | Ruellia peninsularis<br>Desert Ruellia | 5 Gallon | 78 | Full Past Can |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon | 59 | Full Past Can |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon | 134 | Full Past Can |

## Groundcovers

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon | 99 | Full Past Can |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon | 123 | Full Past Can |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon | 128 | Full Past Can |

## Accents

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Agave americana 'Variegata'<br>Variegated Century Plant | 5 Gallon | 87 | Full Past Can |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon | 13 | Full Past Can |
| | Hesperaloe parviflora 'Perpa'<br>Brakelights Red Yucca | 5 Gallon | 30 | Full Past Can |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon | 72 | Full Past Can |
| | Muhlenbergia rigens<br>Deer Grass | 5 Gallon | 142 | Full Past Can |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon | 103 | Full Past Can |

# IRRIGATION LEGEND

| DETAIL: | SYMBOL: | DESCRIPTION: | REMARKS: | QTYS: |
|---|---|---|---|---|
| | M | EXISTING WATER METER | PROTECT IN PLACE | N/A |
| | B | EXISTING REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY | PROTECT IN PLACE | N/A |
| | E | EXISTING ELECTRIC METER | PROTECT IN PLACE | N/A |
| 3 & 5<br>ID.03 | C | IRRIGATION CONTROLLER '119' | BASELINE #BL-3200P-R12-CM 12 STATION CONVENTIONALLY WIRED CONTROLLER WITH 16-GAUGE POWDERCOATED STEEL PEDESTAL MOUNT ENCLOSURE WITH #BL-CLOUD-LTE-ESIM MODEM, OMNI DIRECTIONAL ANTENNA KIT #BL-CM-OMNI WITH 50' ANTENNA CABLE #BL-CX-CBL50 AND IN-LINE SURGE ARRESTOR #BL-CX-LA-X; INCLUDE BASEMANAGER PLUS 10 YEAR SERVICE #BL-BMW2-PLUS-10Y WITH POST CONSTRUCTION EQUIPMENT SURVEY BY CONTRACTOR; GROUND CONTROLLER WITH POWER SUPPLY GROUND; CELLULAR SITE SURVEY SHALL DETERMINE CELL PROVIDER, CELL ANTENNA TYPE, AND CONFIRM ANTENNA LOCATION. | 1 EA |
| 6<br>ID.03 | | MASTER VALVE & FLOW METER ASSEBLY | MASTER VALVE: 1.0" HUNTER IVC-101G GLASS-FILLED NYLON VALVE WITH SCURBBER & FLOW CONTROL (NORMALLY CLOSED); TWO SCH 80 PVC UNIONS SIZED TO MATCH; CHRISTY'S YELLOW MAXI SIZE WIRE ID TAG; CARSON JUMBO TAN COLOR RECTANGULAR VALVE BOX #1220-12; CONVENTIONAL WIRES TO CONTROLLER SHALL BE #14 AWG BLUE CONTROL, WHITE COMMON, & ONE GRAY SPARE TO MV & FS.<br>FLOW METER: CST FSI-T10-001 1.0" PVC TEE-STYLE FLOW METER, CHRISTY'S YELLOW MAXI SIZE WIRE ID TAG; IN CARSON TAN COLOR 10" ROUND VALVE BOX #910-12; ROUTE WIRES TO CONTROLLER ENTIRELY WITHIN 1.25" SCH 40 PVC CONDUIT. | 1" - 1 EA |
| 1<br>ID.01 | | ISOLATION BALL VALVE | SPEARS SCH 80 PVC BALL VALVE WITH FULL PORT TRUE UNION; INSTALL IN CARSON #1220 JUMBO TAN VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" STENCIL LETTERS PER VALVE BOX INSTALLATION DETAIL. SIZE TO MATCH PIPE SIZE. | 1.5" - 2 EA |
| 1<br>ID.02 | | DRIP REMOTE CONTROL VALVE ASSEMBLY | HUNTER DRIP KIT #ICZ-101-LF, 1" GLOBE VALVE, 1" WYE FILTER (150 MESH STAINLESS STEEL SCREEN) AND PRESSURE REGULATOR (25 PSI); 1" SPEARS SCH 80 PVC BALL VALVE WITH FULL PORT TRUE UNION; SCH. 80 PVC NIPPLES & FITTINGS; CHRISTY'S STANDARD YELLOW ID TAG WITH CONTROLLER LETTER & STATION NUMBER (IE: A-1) PRINTED ONE SIDE; INSTALL IN CARSON #1220 TAN JUMBO VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH CONTROLLER LETTER & STATION NUMBER (TO MATCH ID TAG); | 10 EA |
| 3<br>ID.02 | NOT SHOWN | MULTI EMITTER ASSEMBLY | BOWSMITH #ML210 1.0 GPH BLUE COLOR AND #ML220 2.0 GPH RED COLOR MULTI-PORT EMITTERS WITH 1/2" FPT INLET; 1/2" SCH 40 FLEX PIPE RISER; 1/4" VINYL DISTRIBUTION TUBES AT 5'-0" MAX. LENGTH; IN 6" NDS TAN COLOR ROUND EMITTER BOX (SEE 'EMITTER NOTE' #4). SEE 'EMITTER SCHEDULE' FOR REQ'D FLOW & QTY. PER PLANT | 783 EA |
| 1&2<br>ID.03 | | DEEP ROOT WATERING ASSEMBLY | HUNTER #RZWS-36-50-CV 36" DEPTH ROOT ZONE WATERING SYSTEM WITH 0.5 GPM BUBBLER AND FACTORY INSTALLED CHECK VALVE; INCLUDE OPTIONAL FIELD INSTALLED FILTER FABRIC SLEEVE #RZWS-SLEEVE. | 42 EA |
| 4<br>ID.01 | | FLUSH CAP ASSEMBLY | 3/4" API PVC BALL VALVE WITH 3/4" SWIVEL FHT INPUT & 3/4" MHT OUTPUT; 3/4" PVC FLEX PIPE RISER WITH TWO 3/4" SCH 40 PVC MALE ADAPTERS; INSTALL IN CARSON #910 10" ROUND VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" STENCIL LETTERS PER VALVE BOX INSTALLATION DETAIL IN THIS SET. (TWO END CAPS MAX. MAY BE INSTALLED WITHIN SAME VALVE BOX IF LOCATED IN SAME VICINITY) | 28 EA |
| 4<br>ID.02 | | MAINLINE PIPE | SCH 40 PVC PIPE WITH SCH 80 SOLVENT WELD FITTINGS, SIZE PER PLAN | 1.5"= 2,040 LF |
| | | DRIP LATERAL PIPE | 1" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 57 LF |
| | | DRIP LATERAL PIPE- SHRUBS | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 10,632 LF |
| | | DRIP LATERAL PIPE- TREES | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 5,931 LF |
| | | DEEP ROOT LATERAL PIPE | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 2,723 LF |

## VALVE KEY:

VALVE SIZE
CONTROLLER/STATION NUMBER
CONTROL ZONE FLOW (GPM)
ZONE TYPE:
SHRUBS = SHRUBS IN DG
TREES = TREES IN DG
DEEP ROOT = SELECTED EXST TREES

# PLANT INVENTORY

| Plant # | Species | Common Name | Caliper (in) | Width (in) | Height (in) | Inventory Designation | Action Designation | Comments |
|---|---|---|---|---|---|---|---|---|
| 161 | Eucalyptus spp. | Eucalyptus Variety | 32 | 45 | 50 | NS | PIP | |
| 162 | Eucalyptus spp. | Eucalyptus Variety | 28 | 30 | 45 | NS | PIP | |
| 163 | Eucalyptus spp. | Eucalyptus Variety | 32 | 40 | 60 | NS | PIP | |
| 164 | Eucalyptus spp. | Eucalyptus Variety | 36 | 42 | 60 | NS | PIP | |
| 165 | Eucalyptus spp. | Mesquite Variety | (2) 14"<br>(2) 10" | 45 | 38 | NS | PIP | |
| 166 | Eucalyptus spp. | Eucalyptus Variety | 24 | 40 | 50 | NS | PIP | |
| 167 | Eucalyptus spp. | Eucalyptus Variety | 24 | 42 | 48 | NS | PIP | |
| 168 | Eucalyptus spp. | Eucalyptus Variety | 22 | 34 | 45 | NS | PIP | |
| 169 | Eucalyptus spp. | Eucalyptus Variety | 24 | 40 | 60 | NS | PIP | |
| 170 | Eucalyptus spp. | Eucalyptus Variety | 20 | 30 | 50 | NS | PIP | |
| 171 | Eucalyptus spp. | Eucalyptus Variety | 14 | 30 | 50 | NS | PIP | |
| 172 | Eucalyptus spp. | Eucalyptus Variety | 28 | 40 | 50 | NS | PIP | |
| 173 | Eucalyptus spp. | Eucalyptus Variety | 28 | 55 | 50 | NS | PIP | |
| 174 | Brachychiton populneus | Australian Bottle Tree | 12 | 20 | 25 | NS | PIP | |
| 175 | Brachychiton populneus | Australian Bottle Tree | 14 | 15 | 25 | NS | PIP | |
| 176 | Prosopis spp. | Mesquite Variety | 26 | 30 | 30 | NS | PIP | |
| 177 | Eucalyptus spp. | Eucalyptus Variety | 24 | 45 | 50 | NS | PIP | |
| 178 | Eucalyptus spp. | Eucalyptus Variety | 26 | 45 | 50 | NS | PIP | |
| 179 | Prosopis spp. | Mesquite Variety | 20 | 35 | 40 | NS | PIP | |
| 180 | Brachychiton populneus | Australian Bottle Tree | (2) 10 | 20 | 25 | NS | PIP | |
| 181 | Brachychiton populneus | Australian Bottle Tree | 10 | 15 | 20 | NS | PIP | |
| 182 | Brachychiton populneus | Australian Bottle Tree | 7 | 8 | 10 | NS | PIP | |
| 183 | Eucalyptus spp. | Eucalyptus Variety | 20 | 40 | 50 | NS | PIP | |
| 184 | Eucalyptus spp. | Eucalyptus Variety | 36 | 50 | 60 | NS | PIP | |
| 185 | Eucalyptus spp. | Eucalyptus Variety | 24 | 45 | 55 | NS | PIP | |
| 186 | Eucalyptus spp. | Eucalyptus Variety | 16 | 35 | 45 | NS | PIP | |
| 187 | Eucalyptus spp. | Eucalyptus Variety | 26 | 45 | 60 | NS | PIP | |
| 188 | Ulmus parvifolia | Evergreen Elm | 12 | 25 | 30 | NS | PIP | |
| 189 | Ulmus parvifolia | Evergreen Elm | 12 | 25 | 40 | NS | PIP | |
| 190 | Ulmus parvifolia | Evergreen Elm | 11 | 28 | 40 | NS | PIP | |
| 191 | Ulmus parvifolia | Evergreen Elm | 10 | 26 | 35 | NS | PIP | |
| 192 | Ulmus parvifolia | Evergreen Elm | 9 | 35 | 25 | NS | PIP | |
| 193 | Ulmus parvifolia | Evergreen Elm | 4 | 15 | 11 | NS | PIP | |
| 194 | Ulmus parvifolia | Evergreen Elm | 12 | 32 | 35 | NS | PIP | |
| 195 | Ulmus parvifolia | Evergreen Elm | 8 | 28 | 30 | NS | PIP | |
| 196 | Eucalyptus spp. | Eucalyptus Variety | 36 | 35 | 78 | NS | PIP | |
| 197 | Ulmus parvifolia | Evergreen Elm | (2) 6" | 25 | 32 | NS | PIP | |
| 198 | Ulmus parvifolia | Evergreen Elm | 10 | 20 | 35 | NS | PIP | |
| 199 | Ulmus parvifolia | Evergreen Elm | (2) 8" | 26 | 35 | NS | PIP | |
| 200 | Dalbergia sissoo | Indian Rosewood | 16 | 30 | 50 | NS | PIP | |
| 201 | Eucalyptus spp. | Eucalyptus Variety | 36 | 50 | 60 | NS | PIP | |
| 202 | Ulmus parvifolia | Evergreen Elm | 16 | 50 | 40 | NS | PIP | |

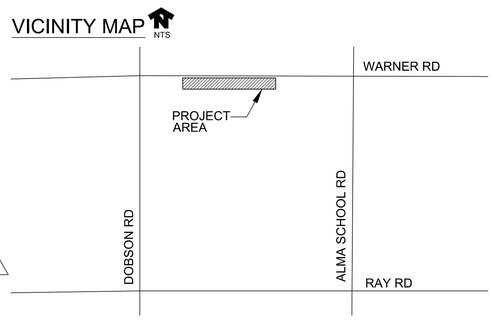
# DEMOLITION KEY NOTES - AREA 119

| | |
|---|---|
| 1 | REMOVE CONCRETE HEADER (2,305 LF.) |
| 2 | REMOVE & DISPOSE OF TURF (265,102 SF.) |
| 3 | REMOVE DG (13,404 SF.) |
| 4 | REMOVE WATER METER, SERVICE LINE AND CLOSE CORP STOP AT WATER MAIN (2 EA) |
| 5 | REMOVE BACKFLOW PREVENTER (2 EA) |
| 6 | DISCONNECT & REMOVE IRRIGATION BOOSTER PUMP (1 EA) |
| 7 | REMOVE IRRIGATION CONTROLLER (2 EA) |
| 8 | SAWCUT, REMOVE AND REPLACE EXISTING ASPHALT PER MAG STD DTL 200-1 "T-TOP", TRENCH REPAIR BACKFILL WITH 1/2 SACK CLSM (26 SY) |

# SURFACE MATERIALS LEGEND AREA 119

| SYMBOL | DESCRIPTION | COLOR | QUANTITY |
|---|---|---|---|
| | Decomposed Granite | Desert Gold or Approved Equal, 1 1/4" Screened MIN., 2 1/2" Depth | 279,193 SF. (1) |
| | Riprap | Desert Gold or Approved Equal, 3" - 6", 6" Depth | 1,940 SF. |

## VICINITY MAP




## PROTECTION FENCING LEGEND:

| SYMBOL | DESCRIPTION | QTY |
|---|---|---|
| | TREE PROTECTION FENCING FOR EXISTING TREES, REFER TO DETAILS 1-2, SHEET LD-1.02 | 3,555 LF |

## PLANT INVENTORY QUANTITY:

| | Tree |
|---|---|
| Salvage and Relocate | 0 |
| Destroy and Remove | 0 |
| Protect In Place | 42 |
| Total | 42 |

## INVENTORY DESIGNATION LEGEND

S = Salvageable
NS = Non-Salvageable

## INTENDED DESIGNATION LEGEND

S = Salvage and Relocate
D = Destroy, Not Salvageable & Cannot Remain in Place
PIP = Preserve and Protect In Place

## LANDSCAPE/IRRIGATION SHEET LIST:


A119-1.01 AREA 119 LEGENDS & QUANTITY
A119-2.01 AREA 119 DEMOLITION AND PLANT INVENTORY PLAN
A119-3.01 AREA 119 LANDSCAPE PLAN
A119-3.02 AREA 119 LANDSCAPE PLAN
A119-4.01 AREA 119 IRRIGATION PLAN
A119-4.02 AREA 119 IRRIGATION PLAN



J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221


CONSULTANT(S):

CLIENT:

CITY OF CHANDLER

# TURF TO XERISCAPE PROGRAM PHASE I

## AREA 119 - LEGENDS AND QUANTITIES

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect CERTIFICATE NO. 34191 J. SETH PLACKO

| | |
|---|---|
| DESIGNED BY: AL, KZ | DRAWN BY: J2 |
| CHECKED BY: SP/JV | APPROVED BY: JV |
| SCALE: NTS | DATE: 04/22/25 |
| DRAWING NO.: A119-1.01 | SHEET NO.: 18 OF 66 |

P:\241704\J2CadSheets\1704-A119-1.dwg 5/21/2025 12:10:56 PM --- SETH PLACKO

PROJECT # ST2405.401; CIV24-0141; LJ106660

## Landscape Legend - Area 416A

### Trees / Palms

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia salicina<br>Willow Acacia | 24" Box<br>36" Box | 2<br>10 | 24": Standard<br>H 7'-8" \| W 2.5'-3.5'<br>Cal. 1.25"-1.5"<br>36": Standard<br>H 9'-11' \| W 5'-7"<br>Cal. 2.0"-2.5" |
| | Chilopsis linearis spp<br>Desert Willow | 15 Gal.<br>24" Box | 3<br>16 | 15": Multi<br>H 4'-5' \| W 2'-3'<br>24": Multi<br>H 5'-7" \| W 3'-4' |
| | Eucalyptus papuana<br>Ghost Gum Eucalyptus | 15 Gal. | 2 | 15 Gal: Standard<br>H 6'-7" \| W 2'-3'<br>Cal. 0.5"-1.0" |
| | Pistacia 'Red Push'<br>Red Push Pistache | 36" Box | 8 | 36": Standard<br>H 12'-14' \| W 6'-8'<br>Cal. 3"-4" |
| | Quercus Virginiana 'Heritage'<br>Southern Live Oak | 36" Box | 5 | 36": Standard<br>H 10'-12' \| W 5'-7"<br>Cal. 1.75"-2.5" |
| PIP XX | Existing Tree<br>Protect In Place | Varies | 14 | Varies |

### Shrubs

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon | 34 | Full Past Can |
| | Simmondsia chinensis<br>Jojoba | 5 Gallon | 14 | Full Past Can |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon | 3 | Full Past Can |
| | Leucophyllum frutescens<br>Texas Sage | 5 Gallon | 16 | Full Past Can |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon | 22 | Full Past Can |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon | 32 | Full Past Can |

### Groundcovers

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon | 33 | Full Past Can |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon | 6 | Full Past Can |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon | 1 | Full Past Can |

### Accents

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Agave americana 'Variegata'<br>Variegated Century Plant | 5 Gallon | 22 | Full Past Can |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon | 15 | Full Past Can |
| | Hesperaloe parviflora 'Perpa'<br>Brakelights Red Yucca | 5 Gallon | 3 | Full Past Can |
| | Muhlenbergia rigens<br>Deer Grass | 5 Gallon | 14 | Full Past Can |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon | 14 | Full Past Can |

## SURFACE MATERIALS LEGEND AREA 416A

| SYMBOL | DESCRIPTION | COLOR | QUANTITY |
|---|---|---|---|
| | Decomposed Granite | Desert Gold or Approved Equal, 1 1/4" Screened MIN., 2 1/2" Depth | 133,828 SF. |
| | Riprap | Desert Gold or Approved Equal, 3" - 6", 6" Depth | 199 SF. |

## DEMOLITION KEY NOTES AREA 416A

| | | |
|---|---|---|
| 1 | REMOVE CONCRETE HEADER (595 LF.) | |
| 2 | REMOVE & DISPOSE OF TURF (128,605 SF.) | |
| 3 | REMOVE DG (3,474 SF.) | |
| 7 | REMOVE IRRIGATION CONTROLLER (1 EA) | |

## Landscape Legend - Area 416B

### Trees / Palms

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia aneura<br>Mulga | 15 Gal.<br>24" Box | 6<br>3 | 15 Gal: Standard<br>H 4'-5' \| W 1'-2'<br>Cal. 0.5"-0.75"<br>24": Standard<br>H 6'-7" \| W 2'-3'<br>Cal. 0.75" -1.25" |
| | Acacia salicina<br>Willow Acacia | 24" Box | 19 | 24": Standard<br>H 7'-8" \| W 2.5'-3.5'<br>Cal. 1.25"-1.5" |
| | Pistacia 'Red Push'<br>Red Push Pistache | 24" Box<br>36" Box | 2<br>28 | 24": Standard<br>H 7'-9" \| W 2.5'-3.5'<br>Cal. 1.0"-1.5"<br>36": Standard<br>H 12'-14' \| W 6'-8'<br>Cal. 3"-4" |
| | Quercus Virginiana 'Heritage'<br>Southern Live Oak | 24" Box | 17 | 24": Standard<br>H 7'-9" \| W 3'-4'<br>Cal. 1.0"-1.5" |
| PIP XX | Existing Tree<br>Protect In Place | Varies | 29 | Varies |

### Shrubs

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon | 35 | Full Past Can |
| | Simmondsia chinensis<br>Jojoba | 5 Gallon | 44 | Full Past Can |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon | 8 | Full Past Can |
| | Leucophyllum frutescens<br>Texas Sage | 5 Gallon | 42 | Full Past Can |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon | 52 | Full Past Can |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon | 33 | Full Past Can |

### Groundcovers

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon | 61 | Full Past Can |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon | 26 | Full Past Can |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon | 79 | Full Past Can |

### Accents

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Agave americana 'Variegata'<br>Variegated Century Plant | 5 Gallon | 34 | Full Past Can |
| | Hesperaloe parviflora 'Perpa'<br>Brakelights Red Yucca | 5 Gallon | 12 | Full Past Can |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon | 35 | Full Past Can |
| | Muhlenbergia rigens<br>Deer Grass | 5 Gallon | 69 | Full Past Can |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon | 58 | Full Past Can |

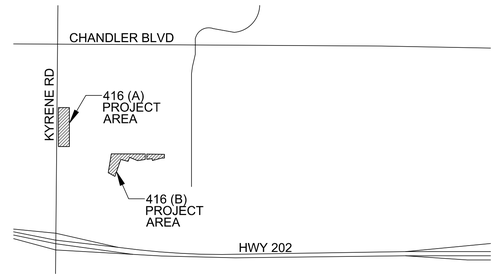
## SURFACE MATERIALS LEGEND AREA 416B

| SYMBOL | DESCRIPTION | COLOR | QUANTITY |
|---|---|---|---|
| | Decomposed Granite | Desert Gold or Approved Equal, 1 1/4" Screened MIN., 2 1/2" Depth | 147,584 SF. |
| | Riprap | Desert Gold or Approved Equal, 3" - 6", 6" Depth | 306 SF. |
| | Concrete Header | 8" x 6" Concrete Header | 373 LF. |
| | Turf Grass Seed | 'Rio' F1 Hybrid Bermuda | 14,564 SF. |

## DEMOLITION KEY NOTES AREA 416B

| | | |
|---|---|---|
| 1 | REMOVE CONCRETE HEADER (2,768 LF.) | |
| 2 | REMOVE & DISPOSE OF TURF (156,080 SF.) | |
| 3 | REMOVE DG (14,376 SF.) | |
| 6 | DISCONNECT & REMOVE IRRIGATION BOOSTER PUMP (1EA) | |
| 7 | REMOVE IRRIGATION CONTROLLER (1 EA) | |

## VICINITY MAP




## LANDSCAPE/IRRIGATION SHEET LIST:


| | |
|---|---|
| A416-1.01 | AREA 416 LEGENDS & QUANTITY |
| A416-1.02 | AREA 416 LEGENDS & QUANTITY |
| A416A-2.01 | AREA 416A DEMOLITION AND PLANT INVENTORY PLAN |
| A416B-2.01 | AREA 416B DEMOLITION AND PLANT INVENTORY PLAN |
| A416A-3.01 | AREA 416A LANDSCAPE PLAN |
| A416A-3.02 | AREA 416A LANDSCAPE PLAN |
| A416B-3.03 | AREA 416B LANDSCAPE PLAN |
| A416B-3.04 | AREA 416B LANDSCAPE PLAN |
| A416B-3.05 | AREA 416B LANDSCAPE PLAN |
| A416A-4.01 | AREA 416A IRRIGATION PLAN |
| A416A-4.02 | AREA 416A IRRIGATION PLAN |
| A416B-4.03 | AREA 416B IRRIGATION PLAN |
| A416B-4.04 | AREA 416B IRRIGATION PLAN |
| A416B-4.05 | AREA 416B IRRIGATION PLAN |



J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):


CLIENT:

CITY OF CHANDLER
# TURF TO XERISCAPE PROGRAM PHASE I
AREA 416 - LEGENDS AND QUANTITIES

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH
PLACKO
Date 5/21/2025
ARIZONA, U.S.A.

| | |
|---|---|
| DESIGNED BY: AL, KZ | DRAWN BY: J2 |
| CHECKED BY: SP/JV | APPROVED BY: JV |
| SCALE: NTS | DATE: 04/22/25 |
| DRAWING NO.: A416-1.01 | SHEET NO.: 27 OF 66 |

# Landscape Legend - Area 418A

## Trees / Palms

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia aneura<br>Mulga | 24" Box | 37 | 24": Standard<br>H 6'-7' \| W 2'-3'<br>Cal. 0.75" -1.25" |
| | Acacia salicina<br>Willow Acacia | 36" Box | 12 | 36": Standard<br>H 9'-11' \| W 5'-7'<br>Cal. 2.0"-2.5" |
| | Chilopsis linearis spp<br>Desert Willow | 15 Gal.<br>24" Box | 4<br>8 | 15": Multi<br>H 4'-5' \| W 2'-3'<br>24": Multi<br>H 5'-7' \| W 3'-4' |
| | Olea europaea 'Wilsonii'<br>Wilson's Fruitless Olive | 36" Box | 9 | 36": Multi<br>H 8'-10' \| W 5'-7' |
| | Pistacia 'Red Push'<br>Red Push Pistache | 24" Box | 9 | 24": Standard<br>H 7'-9' \| W 2.5'-3.5'<br>Cal. 1.0"-1.5" |
| | Quercus Virginiana 'Heritage'<br>Southern Live Oak | 24" Box<br>36" Box | 32<br>1 | 24": Standard<br>H 7'-9' \| W 3'-4'<br>Cal. 1.0"-1.5"<br>36": Standard<br>H 10'-12' \| W 5'-7'<br>Cal. 1.75"-2.5" |
| PIP XX | Existing Tree<br>Protect In Place | Varies | 34 | Varies |

## Shrubs

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon | 32 | Full Past Can |
| | Simmondsia chinensis<br>Jojoba | 5 Gallon | 13 | Full Past Can |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon | 11 | Full Past Can |
| | Leucophyllum frutescens<br>Texas Sage | 5 Gallon | 32 | Full Past Can |
| | Ruellia peninsularis<br>Desert Ruellia | 5 Gallon | 64 | Full Past Can |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon | 46 | Full Past Can |

## Groundcovers

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon | 58 | Full Past Can |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon | 151 | Full Past Can |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon | 81 | Full Past Can |

## Accents

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Agave americana 'Variegata'<br>Variegated Century Plant | 5 Gallon | 31 | Full Past Can |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon | 6 | Full Past Can |
| | Hesperaloe parviflora 'Perpa'<br>Brakelights Red Yucca | 5 Gallon | 125 | Full Past Can |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon | 21 | Full Past Can |
| | Muhlenbergia rigens<br>Deer Grass | 5 Gallon | 133 | Full Past Can |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon | 31 | Full Past Can |

## SURFACE MATERIALS LEGEND AREA 418A

| SYMBOL | DESCRIPTION | COLOR | QUANTITY |
|---|---|---|---|
| | Decomposed Granite | Desert Gold or Approved Equal, 1 1/4" Screened MIN., 2 1/2" Depth | 167,523 SF. |
| | Riprap | Desert Gold or Approved Equal, 3" - 6", 6" Depth | 311 SF. |

## DEMOLITION KEY NOTES AREA 418A

| | | |
|---|---|---|
| 1 | REMOVE CONCRETE HEADER (996 LF.) | - - - - - |
| 2 | REMOVE & DISPOSE OF TURF (151,488 SF.) | |
| 3 | REMOVE DG (15,407 SF.) | |
| 7 | REMOVE IRRIGATION CONTROLLER (1 EA) | |

# Landscape Legend - Area 418B

## Trees / Palms

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia aneura<br>Mulga | 15 Gal.<br>24" Box | 3<br>45 | 15G: Standard<br>H 4'-5" \| W 1'-2"<br>Cal. 0.50" - 0.75"<br>24": Standard<br>H 6'-7' \| W 2'-3'<br>Cal. 0.75" -1.25" |
| | Olea europaea 'Wilsonii'<br>Wilson's Fruitless Olive | 24" Box<br>36" Box | 3<br>9 | 24": Multi<br>H 6'-8' \| W 3'-5'<br>36": Multi<br>H 8'-10' \| W 5'-7' |
| | Quercus Virginiana 'Heritage'<br>Southern Live Oak | 24" Box<br>36" Box | 26<br>3 | 24": Standard<br>H 7'-9' \| W 3'-4'<br>Cal. 1.0"-1.5"<br>36": Standard<br>H 10'-12' \| W 5'-7'<br>Cal. 1.75"-2.5" |
| PIP XX | Existing Tree<br>Protect In Place | Varies | 31 | Varies |

## Shrubs

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon | 27 | Full Past Can |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon | 16 | Full Past Can |
| | Leucophyllum frutescens<br>Texas Sage | 5 Gallon | 71 | Full Past Can |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon | 21 | Full Past Can |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon | 41 | Full Past Can |

## Groundcovers

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon | 38 | Full Past Can |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon | 103 | Full Past Can |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon | 82 | Full Past Can |

## Accents

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Agave desmettiana<br>Smooth Agave | 5 Gallon | 74 | Full Past Can |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon | 33 | Full Past Can |
| | Hesperaloe parviflora 'Perpa'<br>Brakelights Red Yucca | 5 Gallon | 45 | Full Past Can |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon | 30 | Full Past Can |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon | 33 | Full Past Can |

## SURFACE MATERIALS LEGEND AREA 418B

| SYMBOL | DESCRIPTION | COLOR | QUANTITY |
|---|---|---|---|
| | Decomposed Granite | Desert Gold or Approved Equal, 1 1/4" Screened MIN., 2 1/2" Depth | 112,855 SF. |
| | Riprap | Desert Gold or Approved Equal, 3" - 6", 6" Depth | 468 SF. |

## DEMOLITION KEY NOTES AREA 418B

| | | |
|---|---|---|
| 2 | REMOVE & DISPOSE OF TURF (112,270 SF.) | |
| 7 | REMOVE IRRIGATION CONTROLLER (1EA) | |

## LANDSCAPE/IRRIGATION SHEET LIST:


| | |
|---|---|
| A418-1.01 | AREA 418 LEGENDS & QUANTITY |
| A418-1.02 | AREA 418 LEGENDS & QUANTITY |
| A418-2.01 | AREA 418 DEMOLITION AND PLANT INVENTORY PLAN |
| A418-2.02 | AREA 418 DEMOLITION AND PLANT INVENTORY PLAN |
| A418-3.01 | AREA 418 LANDSCAPE PLAN |
| A418-3.02 | AREA 418 LANDSCAPE PLAN |
| A418-3.03 | AREA 418 LANDSCAPE PLAN |
| A418-4.01 | AREA 418 IRRIGATION PLAN |
| A418-4.02 | AREA 418 IRRIGATION PLAN |
| A418-4.03 | AREA 418 IRRIGATION PLAN |


## IRRIGATION LEGEND

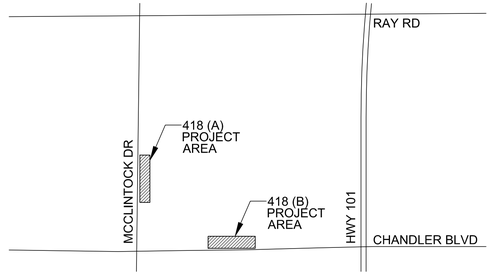
| DETAIL: | SYMBOL: | DESCRIPTION: | REMARKS: | 418A QTYS: | 418B QTYS: |
|---|---|---|---|---|---|
| | M | EXISTING WATER METER | PROTECT IN PLACE | N/A | N/A |
| | B | EXISTING REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY | PROTECT IN PLACE | N/A | N/A |
| | E | EXISTING ELECTRIC METER | PROTECT IN PLACE | N/A | N/A |
| 3 & 5 ID.03 | C | IRRIGATION CONTROLLERS '418A' & '418B' | BASELINE #BL-3200P-R12-CM 12 STATION CONVENTIONALLY WIRED CONTROLLER WITH 16-GAUGE POWDERCOATED STEEL PEDESTAL MOUNT ENCLOSURE WITH #BL-CLOUD-LTE-ESIM MODEM, OMNI DIRECTIONAL ANTENNA KIT #BL-CM-OMNI WITH 50' ANTENNA CABLE #BL-CX-CBL50 AND IN-LINE SURGE ARRESTOR #BL-CX-LA-X; INCLUDE BASEMANAGER PLUS 10 YEAR SERVICE #BL-BMW2-PLUS-10Y WITH POST CONSTRUCTION EQUIPMENT SURVEY BY CONTRACTOR; GROUND CONTROLLER WITH POWER SUPPLY GROUND; CELLULAR SITE SURVEY SHALL DETERMINE CELL PROVIDER, CELL ANTENNA TYPE, AND CONFIRM ANTENNA LOCATION. | 1 EA | 1 EA |
| 6 ID.03 | | MASTER VALVE & FLOW METER ASSEBLY | MASTER VALVE: 1.0" HUNTER IVC-101G GLASS-FILLED NYLON VALVE WITH FLOW CONTROL (NORMALLY CLOSED); TWO SCH 80 PVC UNIONS SIZED TO MATCH; CHRISTY'S YELLOW MAXI SIZE WIRE ID TAG; CARSON JUMBO TAN COLOR RECTANGULAR VALVE BOX #1220-12; CONVENTIONAL WIRES TO CONTROLLER SHALL BE #14 AWG BLUE CONTROL, WHITE COMMON, & ONE GRAY SPARE TO MV & FS.<br>FLOW METER: CST FSI-T10-001 1.0" PVC TEE-STYLE FLOW METER, CHRISTY'S YELLOW MAXI SIZE WIRE ID TAG; IN CARSON TAN COLOR 10" ROUND VALVE BOX #910-12; ROUTE WIRES TO CONTROLLER ENTIRELY WITHIN 1.25" SCH 40 PVC CONDUIT. | 1" - 1 EA | 1" - 1 EA |
| 1 ID.01 | | ISOLATION BALL VALVE | SPEARS SCH 80 PVC BALL VALVE WITH FULL PORT TRUE UNION; INSTALL IN CARSON #1220 JUMBO TAN VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" STENCIL LETTERS PER VALVE BOX INSTALLATION DETAIL. SIZE TO MATCH PIPE SIZE. | 1.25" - 2 EA | 1.25" - 1 EA |
| 1 ID.02 | | DRIP REMOTE CONTROL VALVE ASSEMBLY | HUNTER DRIP KIT #ICZ-101-LF, 1" GLOBE VALVE, 1" WYE FILTER (150 MESH STAINLESS STEEL SCREEN) AND PRESSURE REGULATOR (25 PSI); 1" SPEARS SCH 80 PVC BALL VALVE WITH FULL PORT TRUE UNION; SCH. 80 PVC NIPPLES & FITTINGS; CHRISTY'S STANDARD YELLOW ID TAG WITH CONTROLLER LETTER & STATION NUMBER (IE: A-1) PRINTED ONE SIDE; INSTALL IN CARSON #1220 TAN JUMBO VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH CONTROLLER LETTER & STATION NUMBER (TO MATCH ID TAG); | 8 EA | 7 EA |
| 3 ID.02 | NOT SHOWN | MULTI EMITTER ASSEMBLY | BOWSMITH #ML210 1.0 GPH BLUE COLOR AND #ML220 2.0 GPH RED COLOR MULTI-PORT EMITTERS WITH 1/2" FPT INLET; 1/2" SCH 40 FLEX PIPE RISER; 1/4" VINYL DISTRIBUTION TUBES AT 5'-0" MAX. LENGTH; IN 6" NDS TAN COLOR ROUND EMITTER BOX (SEE 'EMITTER NOTE' #4). SEE 'EMITTER SCHEDULE' FOR REQ'D FLOW & QTY. PER PLANT | 514 EA | 425 EA |
| 1&2 ID.03 | | DEEP ROOT WATERING ASSEMBLY | HUNTER #RZWS-36-50-CV 36" DEPTH ROOT ZONE WATERING SYSTEM WITH 0.25 GPM BUBBLER AND FACTORY INSTALLED CHECK VALVE; INCLUDE OPTIONAL FIELD INSTALLED FILTER FABRIC SLEEVE #RZWS-SLEEVE. | 38 EA | 56 EA |
| 4 ID.01 | | FLUSH CAP ASSEMBLY | 3/4" API PVC BALL VALVE WITH 3/4" SWIVEL FHT INPUT & 3/4" MHT OUTPUT; 3/4" PVC FLEX PIPE RISER WITH TWO 3/4" SCH 40 PVC MALE ADAPTERS; INSTALL IN CARSON #910 10" ROUND VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" STENCIL LETTERS PER VALVE BOX INSTALLATION DETAIL IN THIS SET. (TWO END CAPS MAX. MAY BE INSTALLED WITHIN SAME VALVE BOX IF LOCATED IN SAME VICINITY) | 12 EA | 14 EA |
| 4 ID.02 | | MAINLINE PIPE | SCH 40 PVC PIPE WITH SCH 80 SOLVENT WELD FITTINGS, SIZE PER PLAN | 1.25"- 1,350 LF | 1.25"- 836 LF |
| | | DRIP LATERAL PIPE | 1" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 108 LF | 56 LF |
| | | DRIP LATERAL PIPE- SHRUBS | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 3,360 LF | 3,576 LF |
| | | DRIP LATERAL PIPE- TREES | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 3,642 LF | 3,009 LF |
| | | DEEP ROOT LATERAL PIPE | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 1,643 LF | 1,928 LF |
| 7 ID.01 | X"PS | PIPE SLEEVE (PS) | SCHEDULE 40 PVC PIPE (WHITE); INSTALL SLEEVES AT DEEPEST PIPE DEPTH WITHIN SLEEVE OR 24" MIN. COVER UNDER DRIVING SURFACES; ANY SLEEEVES NOTED FOR BORING IS CONSIDERED INCIDENTAL TO SLEEVE COST | N/A | 3"PS= 15 LF |

## VALVE KEY:

VALVE SIZE
CONTROLLER/STATION NUMBER
CONTROL ZONE FLOW (GPM)
ZONE TYPE:
SHRUBS = SHRUBS IN DG
TREES = TREES IN DG
DEEP ROOT = SELECTED EXST TREES

## VICINITY MAP

NTS





J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221


CONSULTANT(S):

CLIENT:

CITY OF CHANDLER

# TURF TO XERISCAPE PROGRAM PHASE I

AREA 418 - LEGENDS AND QUANTITIES

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH PLACKO
Date of Signature
10/31/2025
ARIZONA, U.S.A.

DESIGNED BY: AL, KZ | DRAWN BY: J2
CHECKED BY: SP/JV | APPROVED BY: JV
SCALE: NTS | DATE: 04/22/25
DRAWING NO.: A418-1.01 | SHEET NO.: 41 OF 66

PROJECT # ST2405.401; CIV24-0141; LJ106660

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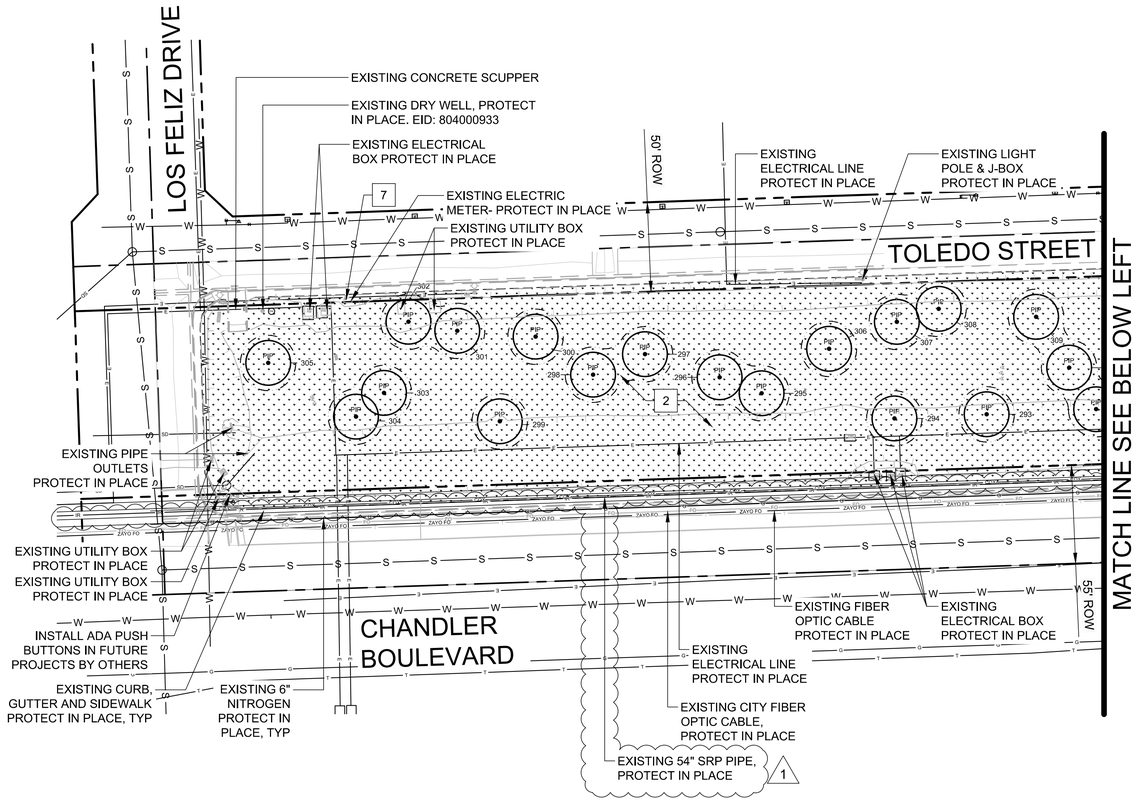


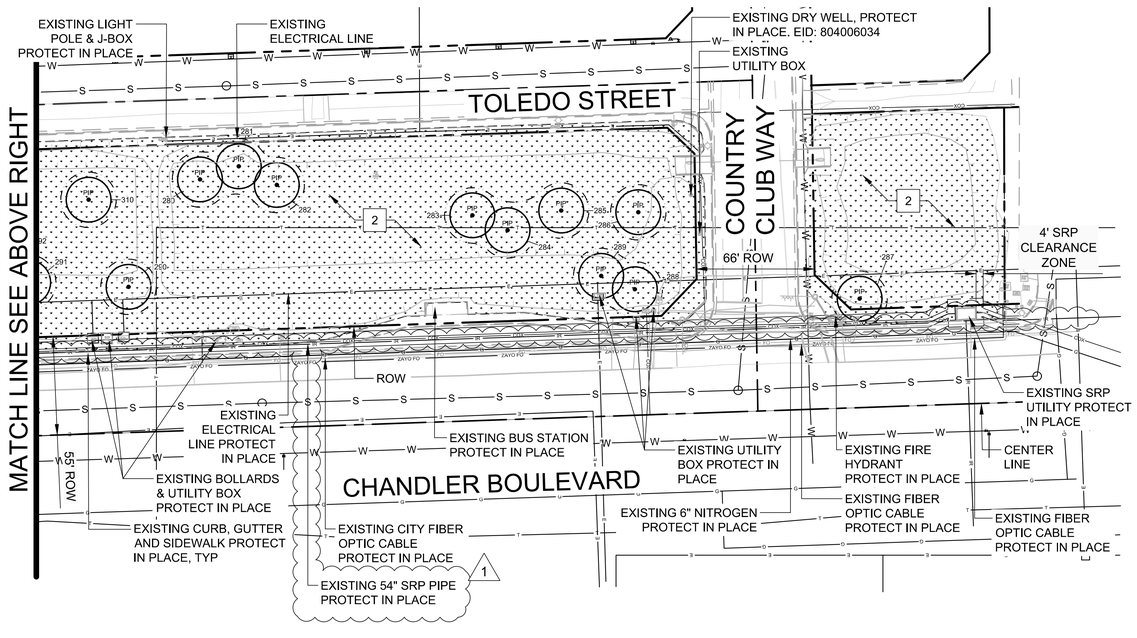


| DEMOLITION KEY NOTES - AREA 418B | | |
|---|---|---|
| 2 | REMOVE & DISPOSE OF TURF | |
| 7 | REMOVE IRRIGATION CONTROLLER | |

| PLANT INVENTORY LEGEND: | |
|---|---|
| SYMBOL | DESCRIPTION |
| PIP # | EXISTING TREE TO BE PROTECTED IN PLACE |
| D # | EXISTING TREE TO BE REMOVED |

| PROTECTION FENCING LEGEND: | |
|---|---|
| SYMBOL | DESCRIPTION |
| | TREE PROTECTION FENCING FOR EXISTING TREES. REFER TO DETAILS 1-2, SHEET LD-1.02 |

| EXISTING UTILITIES KEY: | |
|---|---|
| SYMBOL/ LINETYPE | DESCRIPTION |
| W | WATER |
| S S | SEWER |
| E | ELECTRICAL |
| OHE | OVERHEAD ELECTRICAL |
| IR | IRRIGATION |
| G | GAS |
| T | TELECO |
| ZAYO FO | FIBER OPTIC CABLE |
| FO | CITY FIBER OPTIC CABLE |
| COX | COX |
| | LIGHT POLE |
| FJB | J-BOX |

NOTE:
1. ALL EXISTING UTILITIES, LIGHT POLES, J-BOX & SIGNS ARE TO BE PROTECTED IN PLANS AND CONTRACTOR TO VERIFY LOCATION WITH BLUE STAKE.
2. LIGHTS BURIED DIRECTLY IN THE GROUND WILL BE REPLACED WITH NEW FOUNDATION AND LIGHT POLE WITH LED LIGHT IN THE FUTURE BY OTHERS.
3. CONTRACTOR TO VERIFY, LOCATE AND PROTECT IN PLACE THE CITY OF CHANDLER FIBER OPTIC CABLE LINE & CONDUIT LOCATION.

NOTE:
CAUTION 6" NITROGEN PIPELINE, CONTRACTOR IS TO CONTACT AIR PRODUCTS 48 HOURS PRIOR TO WORKING WITHIN 10FT OF PIPELINE @ 623-693-3153, 480-225-1406, OR 480-899-1177, REFER TO AIR PRODUCT CONSTRUCTION NOTE ON SHEET A418-1.02.

0 40' 80'
SCALE: 1"=40'

-WARNING-
OBSTRUCTIONS SHOWN ARE APPROXIMATE ONLY. THE CONTRACTOR IS REQUIRED TO DETERMINE THE EXACT LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):

CLIENT:

CITY OF CHANDLER

# TURF TO XERISCAPE PROGRAM PHASE I

AREA 418B - INVENTORY AND DEMOLITION PLAN

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH PLACKO
EXPIRES 9/30/26
PHOENIX, ARIZONA, U.S.A.

| | |
|---|---|
| DESIGNED BY: AL, KZ | DRAWN BY: J2 |
| CHECKED BY: SP/JV | APPROVED BY: JV |
| SCALE: SEE PLAN | DATE: 04/22/25 |
| DRAWING NO.: A418B-2.02 | SHEET NO.: 44 OF 66 |

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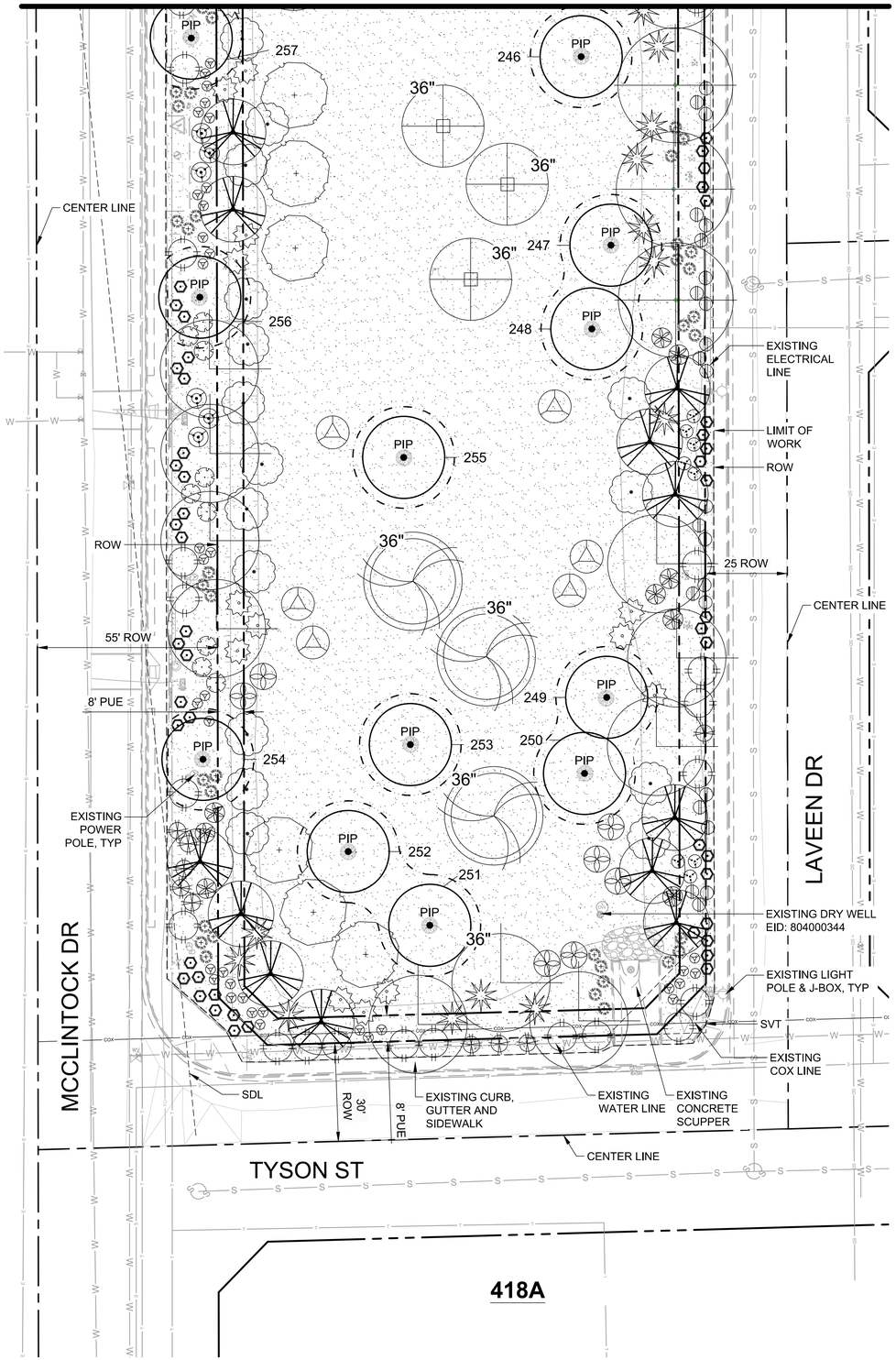
PROJECT # ST2405.401; CIV24-0141; LJ106660

MATCH LINE SEE BELOW LEFT




| EXISTING UTILITIES KEY: | |
|---|---|
| SYMBOL/ LINETYPE | DESCRIPTION |
| W | WATER |
| S S | SEWER |
| E | ELECTRICAL |
| OHE | OVERHEAD ELECTRICAL |
| IR | IRRIGATION |
| G | GAS |
| T | TELECO |
| ZAYO FO | FIBER OPTIC CABLE |
| FO | CITY FIBER OPTIC CABLE |
| COX | COX |
| | LIGHT POLE |
| FJB | J-BOX |

NOTE:
1. ALL EXISTING UTILITIES, LIGHT POLES, J-BOX & SIGNS ARE TO BE PROTECTED IN PLANS AND CONTRACTOR TO VERIFY LOCATION WITH BLUE STAKE.
2. LIGHTS BURIED DIRECTLY IN THE BASINS WILL BE REPLACED WITH NEW FOUNDATION AND LIGHT POLE WITH LED LIGHT IN THE FUTURE BY OTHERS.
3. CONTRACTOR TO VERIFY, LOCATE AND PROTECT IN PLACE THE CITY OF CHANDLER FIBER OPTIC CABLE LINE & CONDUIT LOCATION.

## Landscape Legend - Area 418B

### Trees / Palms

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Acacia aneura<br>Mulga | 15 Gal.<br>24" Box |
| | Olea europaea 'Wilsonii'<br>Wilson's Fruitless Olive | 24" Box<br>36" Box |
| | Quercus Virginiana 'Heritage'<br>Southern Live Oak | 24" Box<br>36" Box |
| PIP XX | Existing Tree<br>Protect In Place | Varies |

### Shrubs

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon |
| | Leucophyllum frutescens<br>Texas Sage | 5 Gallon |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon |

### Groundcovers

| Symbol | Botanical / Common Name | Size |
|---|---|---|
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### Accents

| Symbol | Botanical / Common Name | Size |
|---|---|---|
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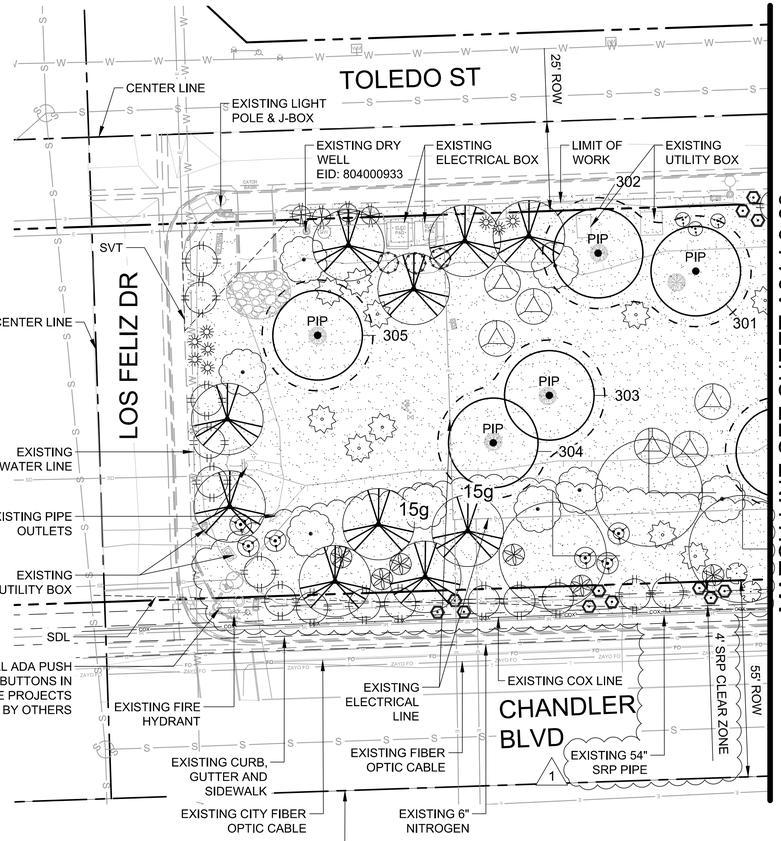
| | Hesperaloe parviflora 'Perpa'<br>Brakelights Red Yucca | 5 Gallon |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon |




NOTE:
CAUTION 6" NITROGEN PIPELINE, CONTRACTOR IS TO CONTACT AIR PRODUCTS 48 HOURS PRIOR TO WORKING WITHIN 10FT OF PIPELINE @ 623-693-3153, 480-225-1406, OR 480-899-1177, REFER TO AIR PRODUCT CONSTRUCTION NOTE ON SHEET A418-1.02.

## Landscape Legend - Area 418A

### Trees / Palms

| Symbol | Botanical / Common Name | Size | Qty. |
|---|---|---|---|
| | Acacia aneura<br>Mulga | 24" Box | 37 |
| | Acacia salicina<br>Willow Acacia | 36" Box | 12 |
| | Chilopsis linearis spp<br>Desert Willow | 15 Gal.<br>24" Box | 4<br>8 |
| | Olea europaea 'Wilsonii'<br>Wilson's Fruitless Olive | 36" Box | 9 |
| | Pistacia 'Red Push'<br>Red Push Pistache | 24" Box | |
| | Quercus Virginiana 'Heritage'<br>Southern Live Oak | 24" Box<br>36" Box | |
| PIP XX | Existing Tree<br>Protect In Place | Varies | |

### Shrubs

| Symbol | Botanical / Common Name | Size |
|---|---|---|
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| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon |
| | Leucophyllum frutescens<br>Texas Sage | 5 Gallon |
| | Ruellia peninsularis<br>Desert Ruellia | 5 Gallon |
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| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon |

### Accents

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Agave americana 'Variegata'<br>Variegated Century Plant | 5 Gallon |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon |
| | Hesperaloe parviflora 'Perpa'<br>Brakelights Red Yucca | 5 Gallon |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon |
| | Muhlenbergia rigens<br>Deer Grass | 5 Gallon |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon |

### Tree Protection Fencing Legend

| Symbol | Item Description |
|---|---|
| | Tree / Palm Protection Fencing<br>Refer to Dtls. 1-2, Sheet GN-1.04 |

### SURFACE MATERIALS

| SYMBOL | DESCRIPTION |
|---|---|
| | DECOMPOSED GRANITE<br>SEE SHT GN-1.03 |
| | RIP RAP<br>SEE SHT GN-1.03 |

0 20' 40'
SCALE: 1"=20'

-WARNING-
THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):

CLIENT:

CITY OF CHANDLER
# TURF TO XERISCAPE PROGRAM PHASE I
AREA 418 A & B LANDSCAPE PLANS

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH PLACKO
Date Signed 6/30/2025

| | |
|---|---|
| DESIGNED BY: AL, KZ | DRAWN BY: J2 |
| CHECKED BY: SP/JV | APPROVED BY: JV |
| SCALE: SEE PLAN | DATE: 04/22/25 |
| DRAWING NO.: A418-3.02 | SHEET NO.: 46 OF 66 |

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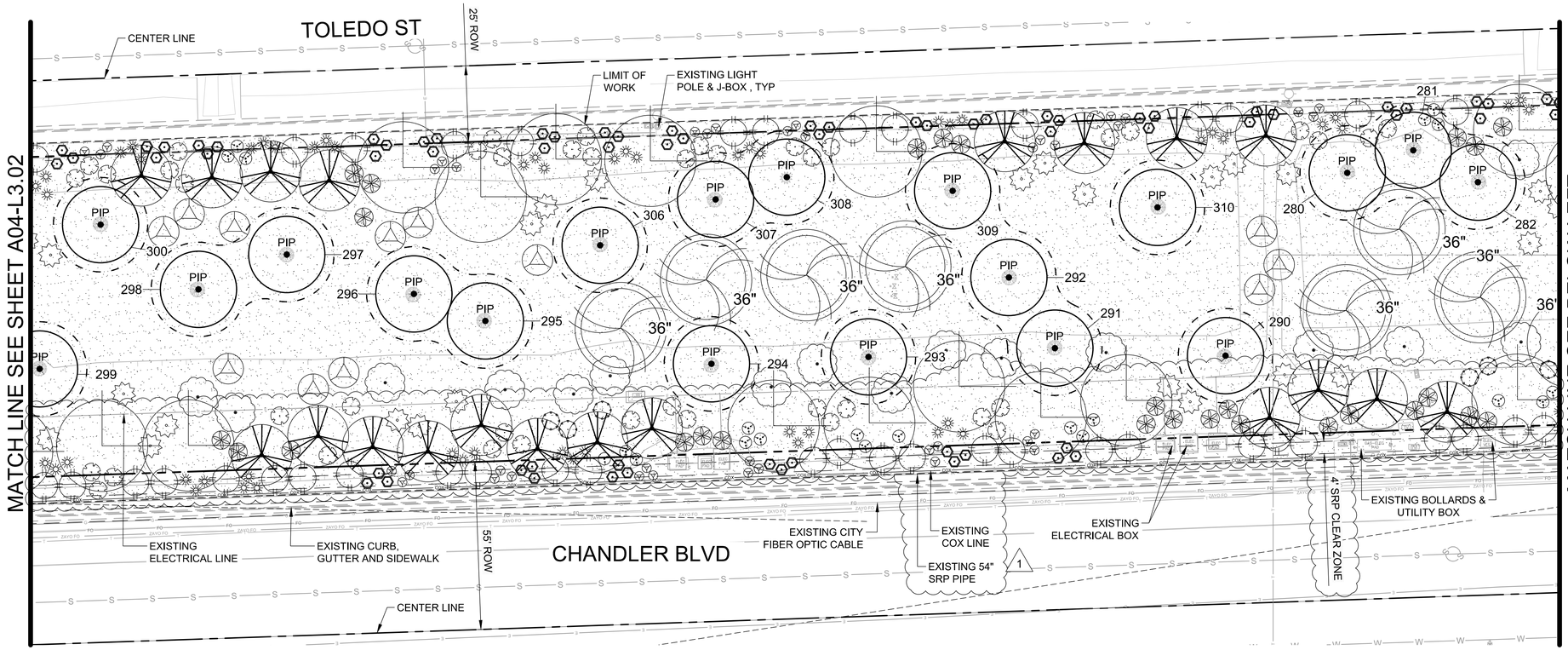
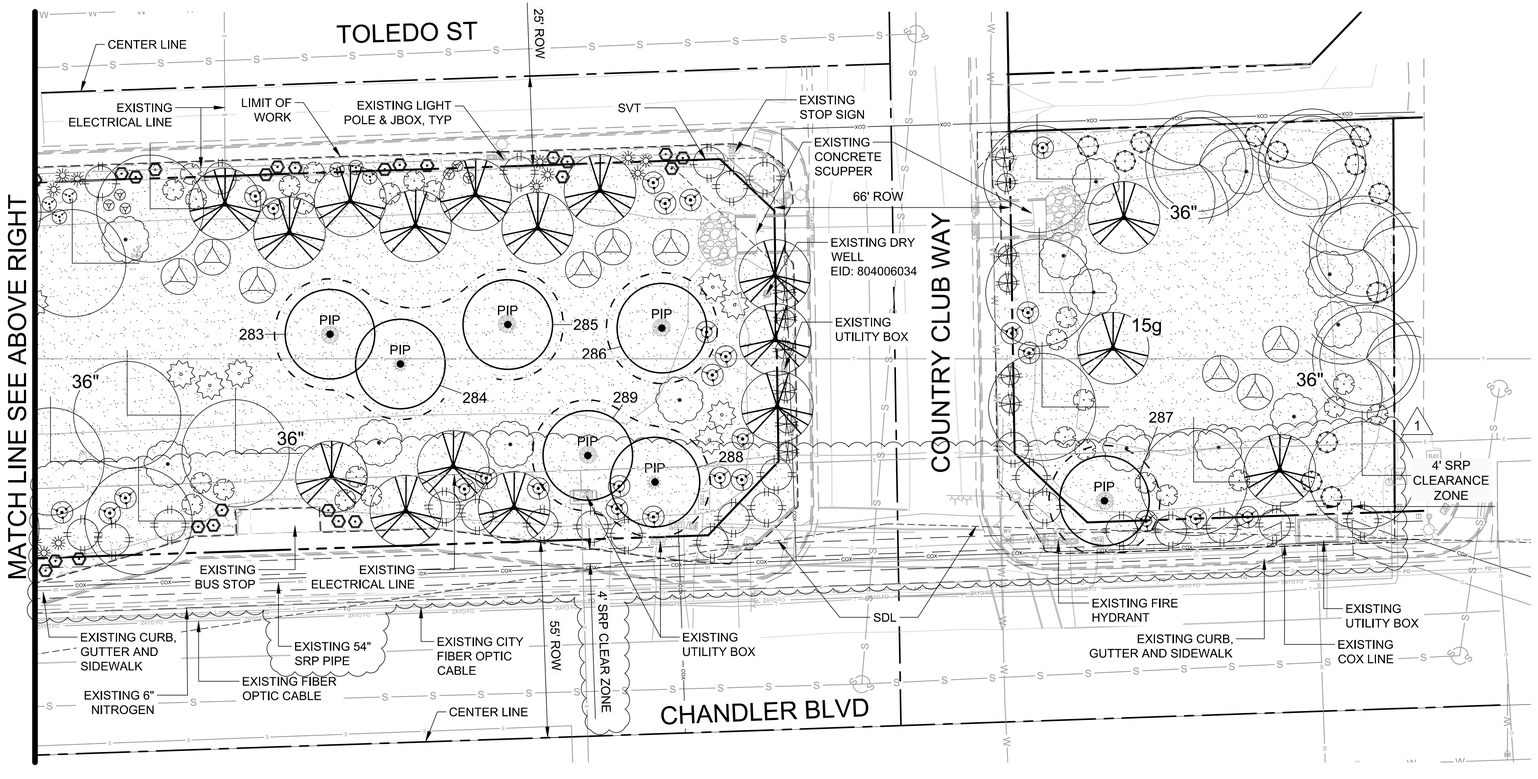
PROJECT # ST2405.401; CIV24-0141; LJ106660




## Landscape Legend - Area 418B

### Trees / Palms

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Acacia aneura<br>Mulga | 15 Gal.<br>24" Box |
| | Olea europaea 'Wilsonii'<br>Wilson's Fruitless Olive | 24" Box<br>36" Box |
| | Quercus Virginiana 'Heritage'<br>Southern Live Oak | 24" Box<br>36" Box |
| PIP XX | Existing Tree<br>Protect In Place | Varies |

### Shrubs

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon |
| | Leucophyllum frutescens<br>Texas Sage | 5 Gallon |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon |

### Groundcovers

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon |

### Accents

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Agave desmettiana<br>Smooth Agave | 5 Gallon |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon |
| | Hesperaloe parviflora 'Perpa'<br>Brakelights Red Yucca | 5 Gallon |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon |

### Tree Protection Fencing Legend

| Symbol | Item Description |
|---|---|
| | Tree / Palm Protection Fencing<br>Refer to Dtls. 1-2, Sheet GN-1.04 |

## EXISTING UTILITIES KEY:

| SYMBOL/ LINETYPE | DESCRIPTION |
|---|---|
| W | WATER |
| S S | SEWER |
| E | ELECTRICAL |
| OHE | OVERHEAD ELECTRICAL |
| IR | IRRIGATION |
| G | GAS |
| T | TELECO |
| ZAYO FO | FIBER OPTIC CABLE |
| FO | CITY FIBER OPTIC CABLE |
| COX | COX |
| | LIGHT POLE |
| EJB | J-BOX |

NOTE:
1. ALL EXISTING UTILITIES, LIGHT POLES, J-BOX & SIGNS ARE TO BE PROTECTED IN PLANS AND CONTRACTOR TO VERIFY LOCATION WITH BLUE STAKE.
2. LIGHTS BURIED DIRECTLY IN THE BASINS WILL BE REPLACED WITH NEW FOUNDATION AND LIGHT POLE WITH LED LIGHT IN THE FUTURE BY OTHERS.
3. CONTRACTOR TO VERIFY, LOCATE AND PROTECT IN PLACE THE CITY OF CHANDLER FIBER OPTIC CABLE LINE & CONDUIT LOCATION.

## SURFACE MATERIALS

| SYMBOL | DESCRIPTION |
|---|---|
| | DECOMPOSED GRANITE<br>SEE SHT GN-1.03 |
| | RIP RAP<br>SEE SHT GN-1.03 |

NOTE:
CAUTION 6" NITROGEN PIPELINE, CONTRACTOR IS TO CONTACT AIR PRODUCTS 48 HOURS PRIOR TO WORKING WITHIN 10FT OF PIPELINE @ 623-693-3153, 480-225-1406, OR 480-899-1177, REFER TO AIR PRODUCT CONSTRUCTION NOTE ON SHEET A418-1.02.

SCALE: 1"=20'

-WARNING-

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602) 263-1100

J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):

CLIENT:

CITY OF CHANDLER
TURF TO XERISCAPE PROGRAM
PHASE I
AREA 418 A & B LANDSCAPE PLANS

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect CERTIFICATE NO. 34191 J. SETH PLACKO

| | |
|---|---|
| DESIGNED BY: AL, KZ | DRAWN BY: J2 |
| CHECKED BY: SP/JV | APPROVED BY: JV |
| SCALE: SEE PLAN | DATE: 04/22/25 |
| DRAWING NO.: A418-3.03 | SHEET NO.: 47 OF 66 |

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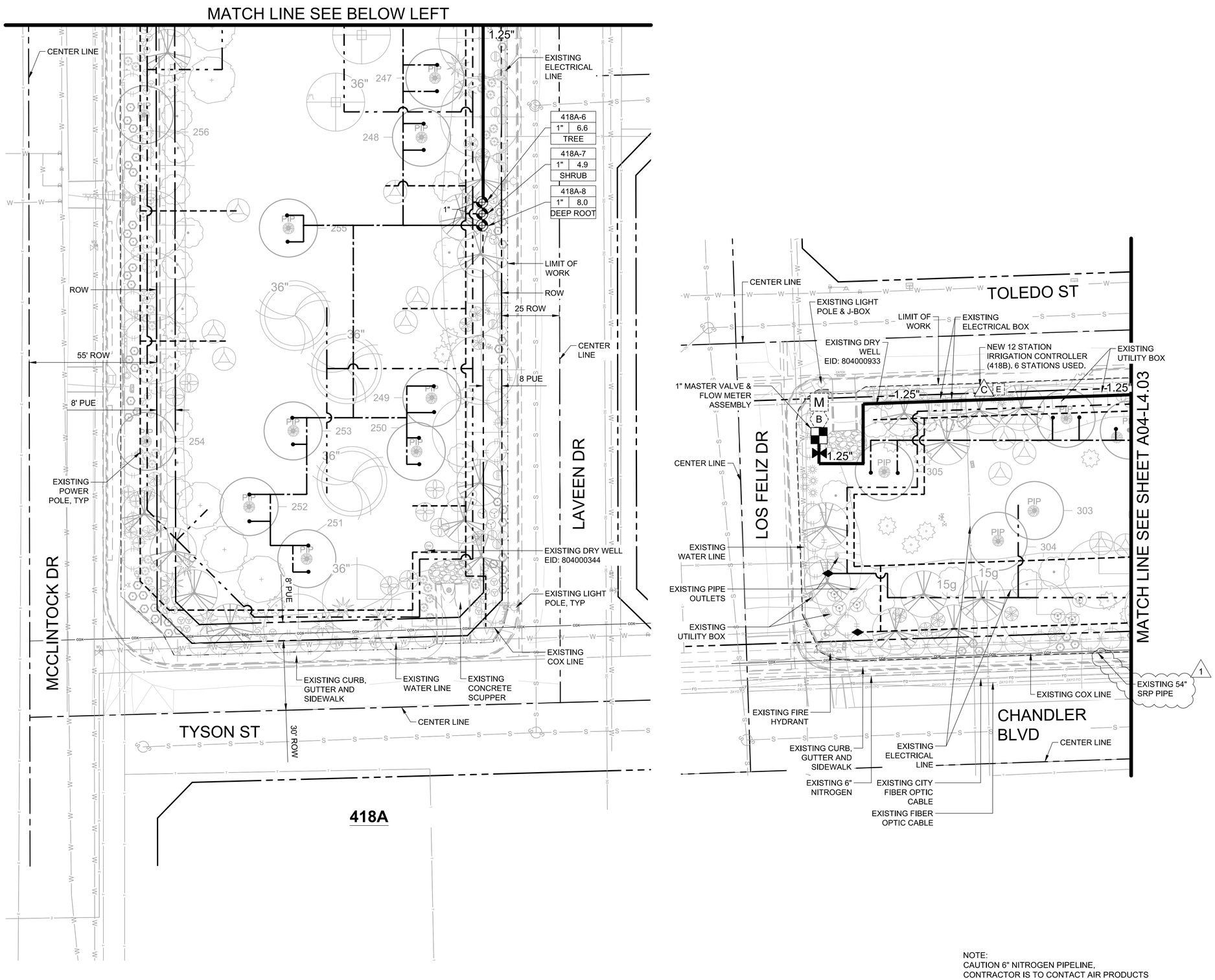


## IRRIGATION LEGEND

| SYMBOL: | DESCRIPTION: |
|---|---|
| M | EXISTING WATER METER |
| B | EXISTING REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY |
| E | EXISTING ELECTRIC METER |
| C | IRRIGATION CONTROLLER |
| | MASTER VALVE & FLOW METER ASSEMBLY |
| | ISOLATION BALL VALVE |
| | DRIP REMOTE CONTROL VALVE ASSEMBLY |
| NOT SHOWN | MULTI EMITTER ASSEMBLY |
| | FLUSH CAP ASSEMBLY |
| | DEEP ROOT WATERING ASSEMBLY |
| X" | MAINLINE PIPE |
| | DRIP LATERAL PIPE |
| | DRIP LATERAL PIPE- SHRUBS |
| | DRIP LATERAL PIPE- TREES |
| | DRIP LATERAL PIPE- DEEP ROOT TREES |
| X"PS | PIPE SLEEVE (PS) |

## VALVE KEY:

VALVE SIZE
CONTROLLER/STATION NUMBER
CONTROL ZONE FLOW (GPM)
ZONE TYPE:

SHRUB = SHRUBS IN DG
TREE = TREES IN DG
DEEP ROOT = SELECTED EXST TREES

## EXISTING UTILITIES KEY:

| SYMBOL/ LINETYPE | DESCRIPTION |
|---|---|
| W | WATER |
| S S | SEWER |
| E | ELECTRICAL |
| OHE | OVERHEAD ELECTRICAL |
| IR | IRRIGATION |
| G | GAS |
| T | TELECO |
| ZAYO FO | FIBER OPTIC CABLE |
| FO | CITY FIBER OPTIC CABLE |
| COX | COX |
| | LIGHT POLE |
| EJB | J-BOX |

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0 20' 40'
SCALE: 1"=20'

-WARNING-
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PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):

CLIENT:

CITY OF CHANDLER
# TURF TO XERISCAPE PROGRAM PHASE I
AREA 418 A & B IRRIGATION PLANS

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH PLACKO
Date Signed 04/22/25
ARIZONA U.S.A.

DESIGNED BY: AL, KZ | DRAWN BY: J2
CHECKED BY: SP/JV | APPROVED BY: JV
SCALE: SEE PLAN | DATE: 04/22/25
DRAWING NO.: A418-4.02 | SHEET NO.: 49 OF 66

PROJECT # ST2405.401; CIV24-0141; LJ106660

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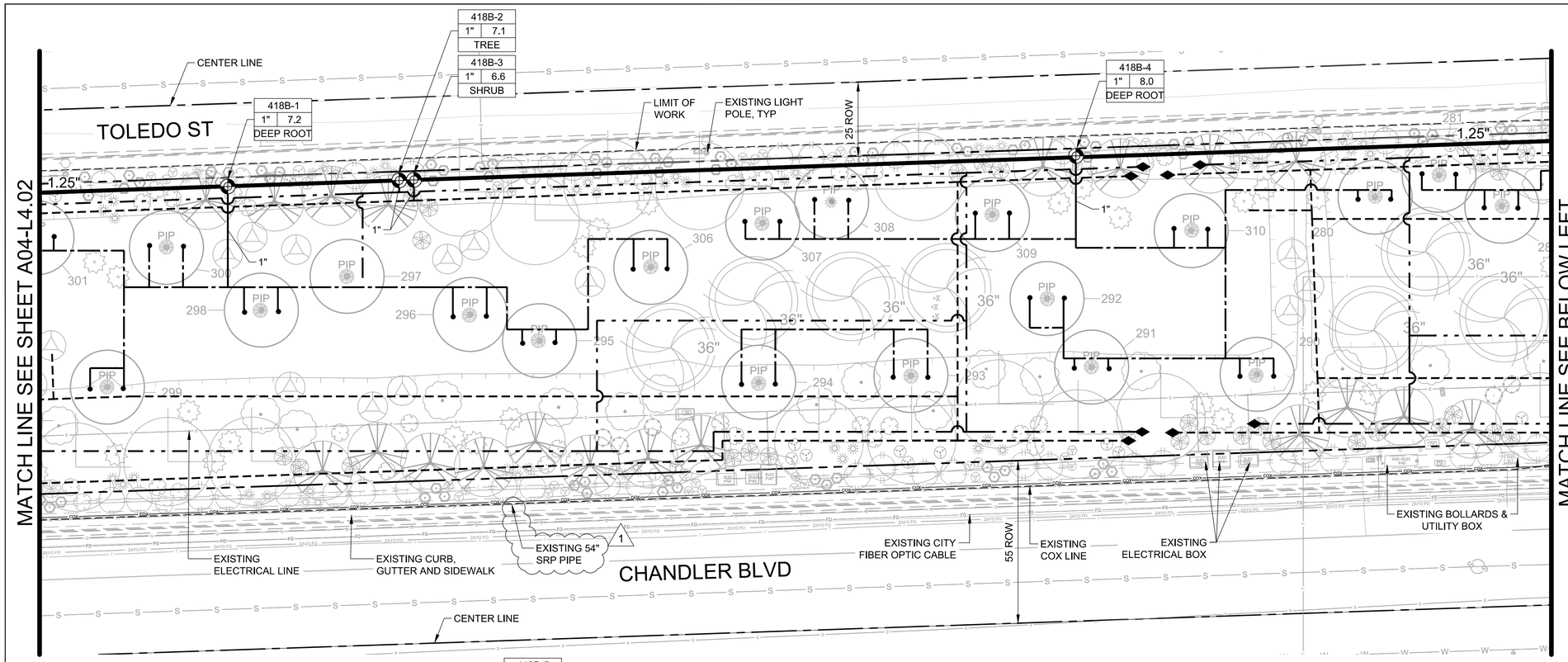


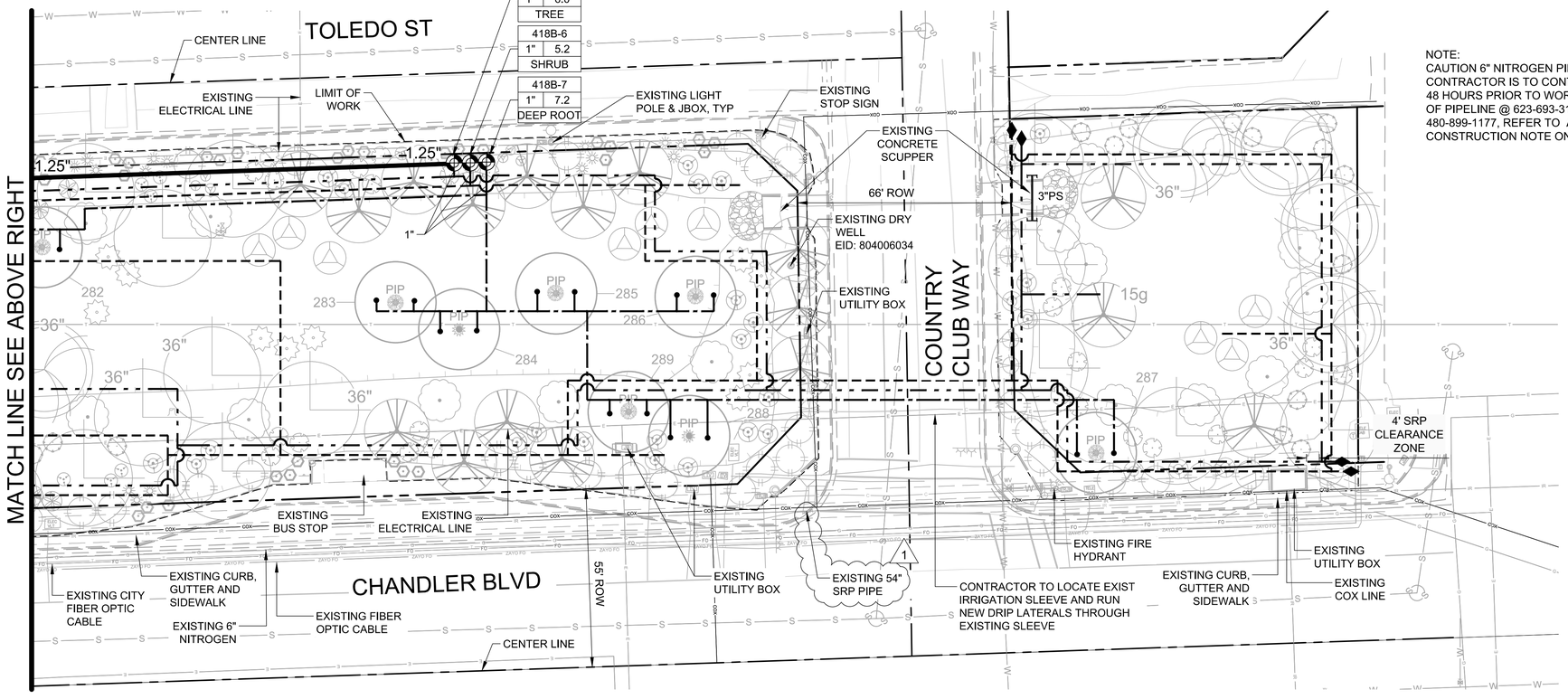


NOTE:
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## IRRIGATION LEGEND

| SYMBOL: | DESCRIPTION: |
|---|---|
| M | EXISTING WATER METER |
| B | EXISTING REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY |
| E | EXISTING ELECTRIC METER |
| C | IRRIGATION CONTROLLER |
| | MASTER VALVE & FLOW METER ASSEMBLY |
| | ISOLATION BALL VALVE |
| | DRIP REMOTE CONTROL VALVE ASSEMBLY |
| NOT SHOWN | MULTI EMITTER ASSEMBLY |
| | FLUSH CAP ASSEMBLY |
| | DEEP ROOT WATERING ASSEMBLY |
| X" | MAINLINE PIPE |
| | DRIP LATERAL PIPE |
| | DRIP LATERAL PIPE- SHRUBS |
| | DRIP LATERAL PIPE- TREES |
| | DRIP LATERAL PIPE- DEEP ROOT TREES |
| X"PS | PIPE SLEEVE (PS) |

### VALVE KEY:

VALVE SIZE
CONTROLLER/STATION NUMBER
CONTROL ZONE FLOW (GPM)
ZONE TYPE:

SHRUB = SHRUBS IN DG
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| SYMBOL/ LINETYPE | DESCRIPTION |
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| S S | SEWER |
| E | ELECTRICAL |
| OHE | OVERHEAD ELECTRICAL |
| IR | IRRIGATION |
| G | GAS |
| T | TELECO |
| ZAYO FO | FIBER OPTIC CABLE |
| FO | CITY FIBER OPTIC CABLE |
| COX | COX |
| | LIGHT POLE |
| EJB | J-BOX |

NOTE:
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0 20' 40'
SCALE: 1"=20'

-WARNING-
CONTRACTOR SHALL NOTIFY BLUE STAKE, INC. (602) 263-1100 OR (800) STAKE-IT (782-5348) AT LEAST TWO FULL WORKING DAYS BEFORE BEGINNING EXCAVATION. ARIZONA LAW (ARS 40-360.21 ET SEQ.) REQUIRES COMPLIANCE WITH ALL MEMBERS OF THE BLUE STAKE, INC. PROJECT CONSTRUCTION LINE.

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Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):

CLIENT:

CITY OF CHANDLER
# TURF TO XERISCAPE PROGRAM PHASE I
AREA 418B IRRIGATION PLANS

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH PLACKO
Date 5/21/2025
J. SETH PLACKO

DESIGNED BY: AL, KZ | DRAWN BY: J2
CHECKED BY: SP/JV | APPROVED BY: JV
SCALE: SEE PLAN | DATE: 04/22/25
DRAWING NO.: A418-4.03 | SHEET NO.: 50 OF 66

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PROJECT # ST2405.401; CIV24-0141; LJ106660

# Landscape Legend - Area 419

## Trees / Palms

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia aneura<br>Mulga | 15 Gal.<br>24" Box | 5<br>7 | 15 Gal: Standard H 4'-5' \| W 1'-2' Cal. 0.5"-0.75"<br>24": Standard H 6'-7' \| W 2'-3' Cal. 0.75" -1.25" |
| | Acacia salicina<br>Willow Acacia | 36" Box | 16 | 36": Standard H 9'-11' \| W 5'-7' Cal. 2.0"-2.5"<br>36": Standard H 9'-11' \| W 5'-7' Cal. 2.0"-2.5" |
| | Chilopsis linearis spp<br>Desert Willow | 15 Gal.<br>24" Box | 9<br>61 | 15 Gal: Multi H 4'-5' \| W 2'-3'<br>24": Multi H 5'-7' \| W 3'-4' |
| | Olea europaea 'Wilsonii'<br>Wilson's Fruitless Olive | 36" Box | 31 | 36": Multi H 8'-10' \| W 5'-7' |
| | Pistacia 'Red Push'<br>Red Push Pistache | 24" Box<br>36" Box | 9<br>8 | 24": Standard H 7'-9' \| W 2.5'-3.5' Cal. 1.0"-1.5"<br>36": Standard H 12'-14' \| W 6'-8' Cal. 3"-4" |
| | Quercus Virginiana 'Heritage'<br>Southern Live Oak | 24" Box<br>36" Box | 21<br>17 | 24": Standard H 7'-9' \| W 3'-4' Cal. 1.0"-1.5"<br>36": Standard H 10'-12' \| W 5'-7' Cal. 1.75"-2.5" |
| PBP XX | Existing Tree<br>Protect In Place | Varies | 101 | Varies |

## Shrubs

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon | 95 | Full Past Can |
| | Simmondsia chinensis<br>Jojoba | 5 Gallon | 25 | Full Past Can |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon | 43 | Full Past Can |
| | Leucophyllum frutescens<br>Texas Sage | 5 Gallon | 100 | Full Past Can |
| | Ruellia peninsularis<br>Desert Ruellia | 5 Gallon | 49 | Full Past Can |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon | 27 | Full Past Can |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon | 56 | Full Past Can |

## Groundcovers

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon | 59 | Full Past Can |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon | 221 | Full Past Can |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon | 61 | Full Past Can |

## Accents

| Symbol | Botanical / Common Name | Size | Qty. | Remarks |
|---|---|---|---|---|
| | Agave americana 'Variegata'<br>Variegated Century Plant | 5 Gallon | 41 | Full Past Can |
| | Agave desmettiana<br>Smooth Agave | 5 Gallon | 31 | Full Past Can |
| | Hesperaloe parviflora 'Perpa'<br>Brakelights Red Yucca | 5 Gallon | 25 | Full Past Can |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon | 66 | Full Past Can |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon | 17 | Full Past Can |
| | Muhlenbergia rigens<br>Deer Grass | 5 Gallon | 127 | Full Past Can |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon | 65 | Full Past Can |

## SURFACE MATERIALS LEGEND AREA 419

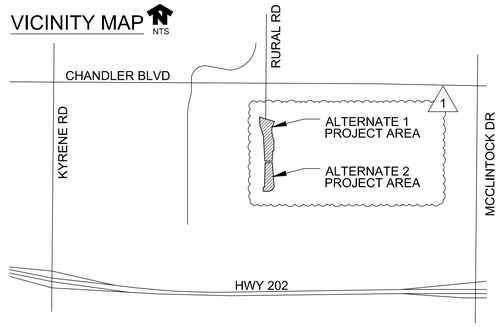
| SYMBOL | DESCRIPTION | COLOR | QUANTITY |
|---|---|---|---|
| | Decomposed Granite | Desert Gold or Approved Equal, 1 1/4" Screened MIN., 2 1/2" Depth | 311,361 SF. (1) |
| | Riprap | Desert Gold or Approved Equal, 3" - 6", 6" Depth | 2,048 SF. |
| | Concrete Header | 8" x 6" Concrete Header | 2,059 LF. |
| | Turf Grass Seed | 'Rio' F1 Hybrid Bermuda | 57,345 SF. |

## IRRIGATION LEGEND

| DETAIL: | SYMBOL: | DESCRIPTION: | REMARKS: | QTYS: |
|---|---|---|---|---|
| | M | EXISTING WATER METER | PROTECT IN PLACE | N/A |
| | B | EXISTING REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY | PROTECT IN PLACE | N/A |
| | E | EXISTING ELECTRIC METER | PROTECT IN PLACE | N/A |
| 3 & 5 ID.03 | C | IRRIGATION CONTROLLERS '419A' - 24 STATIONS '419B' - 12 STATIONS | BASELINE #BL-3200P-R12/ R24-CM 12 OR 24 STATION CONVENTIONALLY WIRED CONTROLLER WITH 16-GAUGE POWDERCOATED STEEL PEDESTAL MOUNT ENCLOSURE WITH #BL-CLOUD-LTE-ESIM MODEM, OMNI DIRECTIONAL ANTENNA KIT #BL-CM-OMNI WITH 50' ANTENNA CABLE #BL-CX-CBL50 AND IN-LINE SURGE ARRESTOR #BL-CX-LA-X; INCLUDE BASEMANAGER PLUS 10 YEAR SERVICE #BL-BMW2-PLUS-10Y WITH POST CONSTRUCTION EQUIPMENT SURVEY BY CONTRACTOR; GROUND CONTROLLER WITH POWER SUPPLY GROUND; CELLULAR SITE SURVEY SHALL DETERMINE CELL PROVIDER, CELL ANTENNA TYPE, AND CONFIRM ANTENNA LOCATION. | 419A - 1 EA 24 STATION<br>419B - 1 EA 12 STATION |
| 6 ID.03 | | MASTER VALVE & FLOW METER ASSEBLY | MASTER VALVE: 1.0" HUNTER IVC-101G GLASS-FILLED NYLON VALVE WITH SCURBBER & FLOW CONTROL (NORMALLY CLOSED); TWO SCH 80 PVC UNIONS SIZED TO MATCH; CHRISTY'S YELLOW MAXI SIZE WIRE ID TAG; CARSON JUMBO TAN COLOR RECTANGULAR VALVE BOX #1220-12; CONVENTIONAL WIRES TO CONTROLLER SHALL BE #14 AWG BLUE CONTROL, WHITE COMMON, & ONE GRAY SPARE TO MV & FS.<br>FLOW METER: CST FSI-T10-001 1.0" PVC TEE-STYLE FLOW METER, CHRISTY'S YELLOW MAXI SIZE WIRE ID TAG; IN CARSON TAN COLOR 10" ROUND VALVE BOX #910-12; ROUTE WIRES TO CONTROLLER ENTIRELY WITHIN 1.25" SCH 40 PVC CONDUIT. | 419A- 2" - 1 EA<br>419B- 1" - 1 EA |
| 1 ID.01 | | ISOLATION BALL VALVE | SPEARS SCH 80 PVC BALL VALVE WITH FULL PORT TRUE UNION; INSTALL IN CARSON #1220 JUMBO TAN VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" STENCIL LETTERS PER VALVE BOX INSTALLATION DETAIL. SIZE TO MATCH PIPE SIZE. | 1.5" - 4 EA<br>2.0" - 2 EA |
| 1 ID.02 | | DRIP REMOTE CONTROL VALVE ASSEMBLY | HUNTER DRIP KIT #ICZ-101-LF, 1" GLOBE VALVE, 1" WYE FILTER (150 MESH STAINLESS STEEL SCREEN) AND PRESSURE REGULATOR (25 PSI); 1" SPEARS SCH 80 PVC BALL VALVE WITH FULL PORT TRUE UNION; SCH. 80 PVC NIPPLES & FITTINGS; CHRISTY'S STANDARD YELLOW ID TAG WITH CONTROLLER LETTER & STATION NUMBER (IE: A-1) PRINTED ONE SIDE; INSTALL IN CARSON #1220 TAN JUMBO VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH CONTROLLER LETTER & STATION NUMBER (TO MATCH ID TAG); | 16 EA |
| 2 ID.02 | | TURF REMOTE CONTROL VALVE ASSEMBLY | HUNTER ICVXXXG GLASS FILLED NYLON GLOBE STYLE BODY VALVE (SIZE PER PLANS) & EPDM DIAPHRAGM WITH 1" SPEARS SCH 80 PVC BALL VALVE WITH FULL PORT TRUE UNION; SCH. 80 PVC NIPPLES & FITTINGS; CHRISTY'S STANDARD YELLOW ID TAG WITH CONTROLLER LETTER & STATION NUMBER (IE: A-1) PRINTED ONE SIDE; INSTALL IN CARSON #1220 TAN JUMBO VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH CONTROLLER LETTER & STATION NUMBER (TO MATCH ID TAG); | 1.5" - 5 EA<br>2.0" - 2 EA |
| 6 ID.01 | 2.5 / 25P | TURF ROTORS # = NOZZLE NUMBER | HUNTER I-20 #I-20-06-SS-PRB ROTOR BODY WITH 6" STAINLESS STEEL POP-UP RISER, 3/4" INLET, DRAIN CHECK VALVE, 45 PSI PRESSURE REGULATING BODY, AND STANDARD COLOR CODED NOZZLES; INSTALL ON HUNTER #HSJ-0 PRE-FABRICATED SWING JOINTS WITH 12" LAY LENGTH (SWING JOINTS TO BE THE SAME SIZE AS SPRINKLER HEAD INLET); SEE 'SPRINKLER LEGEND' FOR ADDITIONAL NOZZLE SPECIFICATIONS | 83 EA |
| 3 ID.02 | NOT SHOWN | MULTI EMITTER ASSEMBLY | BOWSMITH #ML210 1.0 GPH BLUE COLOR AND #ML220 2.0 GPH RED COLOR MULTI-PORT EMITTERS WITH 1/2" FPT INLET; 1/2" SCH 40 FLEX PIPE RISER; 1/4" VINYL DISTRIBUTION TUBES AT 5'-0" MAX. LENGTH; IN 6" NDS TAN COLOR ROUND EMITTER BOX (SEE 'EMITTER NOTE' #4). SEE 'EMITTER SCHEDULE' FOR REQ'D FLOW & QTY. PER PLANT | 830 EA |
| 1&2 ID.03 | | DEEP ROOT WATERING ASSEMBLY | HUNTER #RZWS-36-50-CV 36" DEPTH ROOT ZONE WATERING SYSTEM WITH 0.25 GPM BUBBLER AND FACTORY INSTALLED CHECK VALVE; INCLUDE OPTIONAL FIELD INSTALLED FILTER FABRIC SLEEVE #RZWS-SLEEVE. | 10 EA |
| 4 ID.01 | | FLUSH CAP ASSEMBLY | 3/4" API PVC BALL VALVE WITH 3/4" SWIVEL FHT INPUT & 3/4" MHT OUTPUT; 3/4" PVC FLEX PIPE RISER WITH TWO 3/4" SCH 40 PVC MALE ADAPTERS; INSTALL IN CARSON #910 10" ROUND VALVE BOX WITH BOLT DOWN T-COVER EMBOSSED WITH 2" STENCIL LETTERS PER VALVE BOX INSTALLATION DETAIL IN THIS SET. (TWO END CAPS MAX. MAY BE INSTALLED WITHIN SAME VALVE BOX IF LOCATED IN SAME VICINITY) | 42 EA |
| 4 ID.02 | # | MAINLINE PIPE | SCH 40 PVC PIPE WITH SCH 80 SOLVENT WELD FITTINGS, SIZE PER PLAN | 1.5" - 1,816 LF<br>2.0" - 317 LF<br>2.5" - 528 LF |
| | # | TURF LATERAL PIPE | SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 80 FITTINGS (SIZE PER PLAN) | .75" - 598 LF<br>1.0" - 984 LF<br>1.25" - 1,147 LF<br>1.5" - 212 LF<br>2" - 271 LF<br>2.5" - 12 LF |
| | | DRIP LATERAL PIPE | 1" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 37 LF |
| | | DRIP LATERAL PIPE- SHRUBS | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 6,877 LF |
| | | DRIP LATERAL PIPE- TREES | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 7,660 LF |
| | | DEEP ROOT LATERAL PIPE | 3/4" SCHEDULE 40 PVC SOLVENT WELD PIPE WITH SCHEDULE 40 FITTINGS | 316 LF |
| 7 ID.01 | X"PS | PIPE SLEEVE (PS) | SCHEDULE 40 PVC PIPE (WHITE); INSTALL SLEEVES AT DEEPEST PIPE DEPTH WITHIN SLEEVE OR 24" MIN. COVER UNDER DRIVING SURFACES; ANY SLEEEVES NOTED FOR BORING IS CONSIDERED INCIDENTAL TO SLEEVE COST | 4"PS= 15 LF<br>6"PS= 55 LF |

## VICINITY MAP

NTS




## SPRINKLER LEGEND

**LARGE ROTORS:** # = PART CIRCLE (#) = FULL CIRCLE

| SYMBOL | MODEL | NOZZLE | ARC PATTERN | DESIGN PRESSURE | RADIUS | FLOW GPM | PRECIP RATE (IN / HR) |
|---|---|---|---|---|---|---|---|
| 2.5 | I-20-06-SS-PRB | 2.5 | QUARTER / HALF CIRCLE | 45 PSI | 35 FT | 2.5 | .39 |
| (2.5) | I-20-06-SS-PRB | 2.5 | FULL CIRCLE | 45 PSI | 35 FT | 2.5 | .195 |
| 5.0 | I-20-06-SS-PRB | 5.0 | QUARTER / HALF CIRCLE | 45 PSI | 42 FT | 5.0 | .55 |
| (5.0) | I-20-06-SS-PRB | 5.0 | FULL CIRCLE | 45 PSI | 42 FT | 5.0 | .275 |

**SMALL ROTORS:**

| SYMBOL | MODEL | NOZZLE | ARC PATTERN | DESIGN PRESSURE | RADIUS | FLOW GPM | PRECIP RATE (IN / HR) |
|---|---|---|---|---|---|---|---|
| 25P | I-20-06-SS-PRB | MPR-25 | 360° CIRCLE | 45 PSI | 25 FT | 3.82 | 0.59 |
| 30Q | I-20-06-SS-PRB | MPR-30 | 90° CIRCLE | 45 PSI | 30 FT | 1.40 | 0.60 |
| 30H | I-20-06-SS-PRB | MPR-30 | 180° CIRCLE | 45 PSI | 30 FT | 2.96 | 0.63 |
| 30F | I-20-06-SS-PRB | MPR-30 | 360° CIRCLE | 45 PSI | 30 FT | 5.78 | 0.62 |
| 35Q | I-20-06-SS-PRB | MPR-35 | 90° CIRCLE | 45 PSI | 35 FT | 1.92 | 0.60 |
| 35H | I-20-06-SS-PRB | MPR-35 | 180° CIRCLE | 45 PSI | 35 FT | 3.81 | 0.60 |
| 35F | I-20-06-SS-PRB | MPR-35 | 360° CIRCLE | 45 PSI | 35 FT | 7.58 | 0.60 |
| 40Q | I-20-06-SS-PRB | MPR-40 | 90° CIRCLE | 45 PSI | 35 FT | 2.42 | 0.60 |
| 40H | I-20-06-SS-PRB | MPR-40 | 180° CIRCLE | 45 PSI | 35 FT | 4.81 | 0.60 |
| 40F | I-20-06-SS-PRB | MPR-40 | 360° CIRCLE | 45 PSI | 35 FT | 9.58 | 0.60 |

## VALVE KEY:

VALVE SIZE
CONTROLLER/STATION NUMBER
CONTROL ZONE FLOW (GPM)
ZONE TYPE:
SHRUBS = SHRUBS IN DG
TREES = TREES IN DG
DEEP ROOT = SELECTED EXST TREES
TURF-FC = FULL CIRCLE ROTORS
TURF-PC = PART CIRCLE ROTORS
TURF-MPR = MPR ROTORS

## DEMOLITION KEY NOTES AREA 419

| | | |
|---|---|---|
| 1 | REMOVE CONCRETE HEADER (1,987 LF) | |
| 2 | REMOVE & DISPOSE OF TURF (339,357 SF.) | |
| 3 | REMOVE DG (33,847 SF.) | |
| 7 | REMOVE IRRIGATION CONTROLLER (2 EA) | |

-WARNING-

THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITIES ON THE PROJECT CONSTRUCTION SITE, EVEN THOSE NOT SHOWN ON THE PLANS.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100


J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):

CLIENT:


CITY OF CHANDLER

# TURF TO XERISCAPE PROGRAM PHASE I

AREA 419 - LEGENDS AND QUANTITIES

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH PLACKO
Date of Signature: 04/22/25

DESIGNED BY: AL, KZ | DRAWN BY: J2
CHECKED BY: SP/JV | APPROVED BY: JV
SCALE: NTS | DATE: 04/22/25
DRAWING NO.: A419-1.01 | SHEET NO.: 51 OF 66

PROJECT # ST2405.401; CIV24-0141; LJ106660

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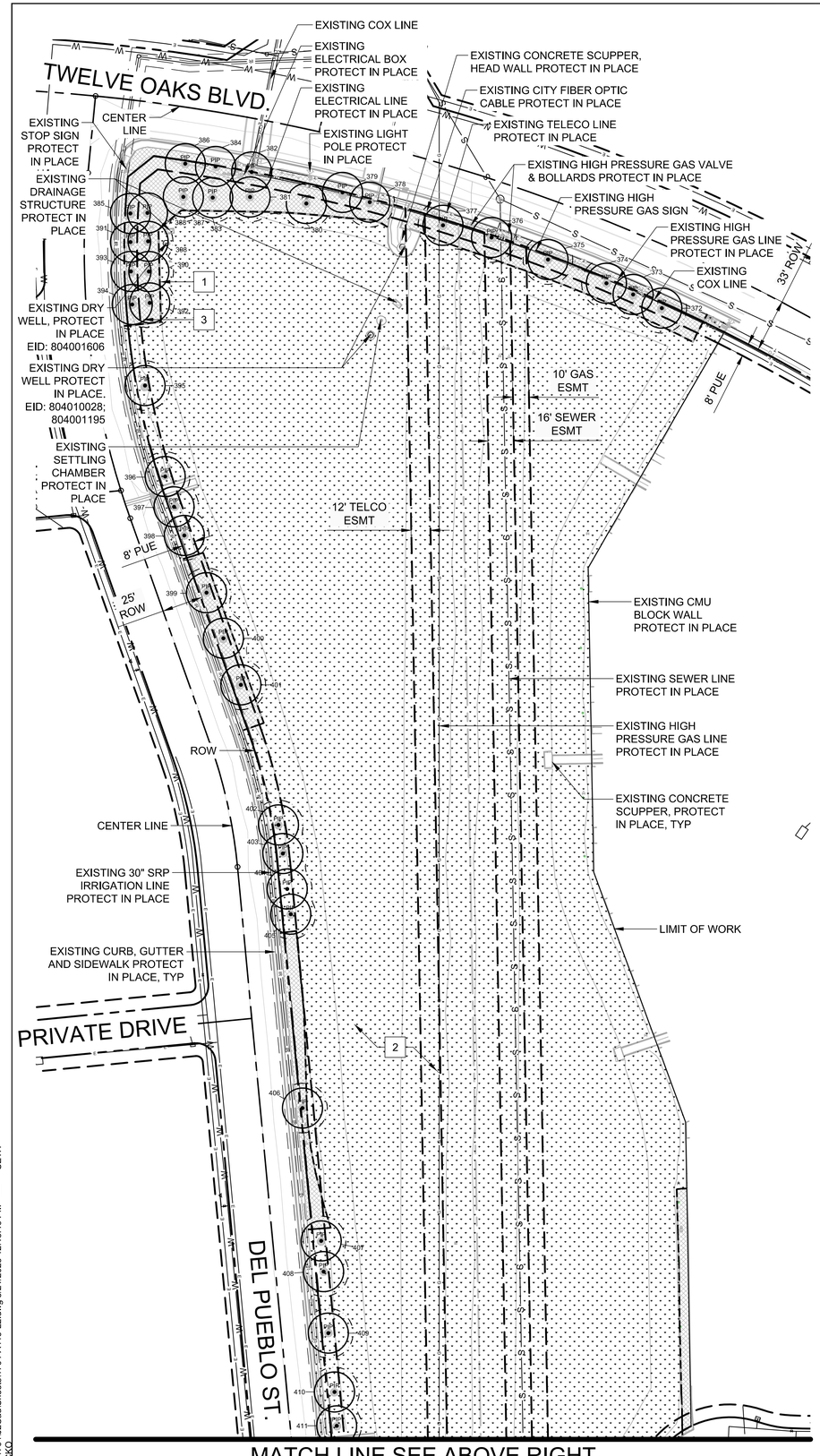


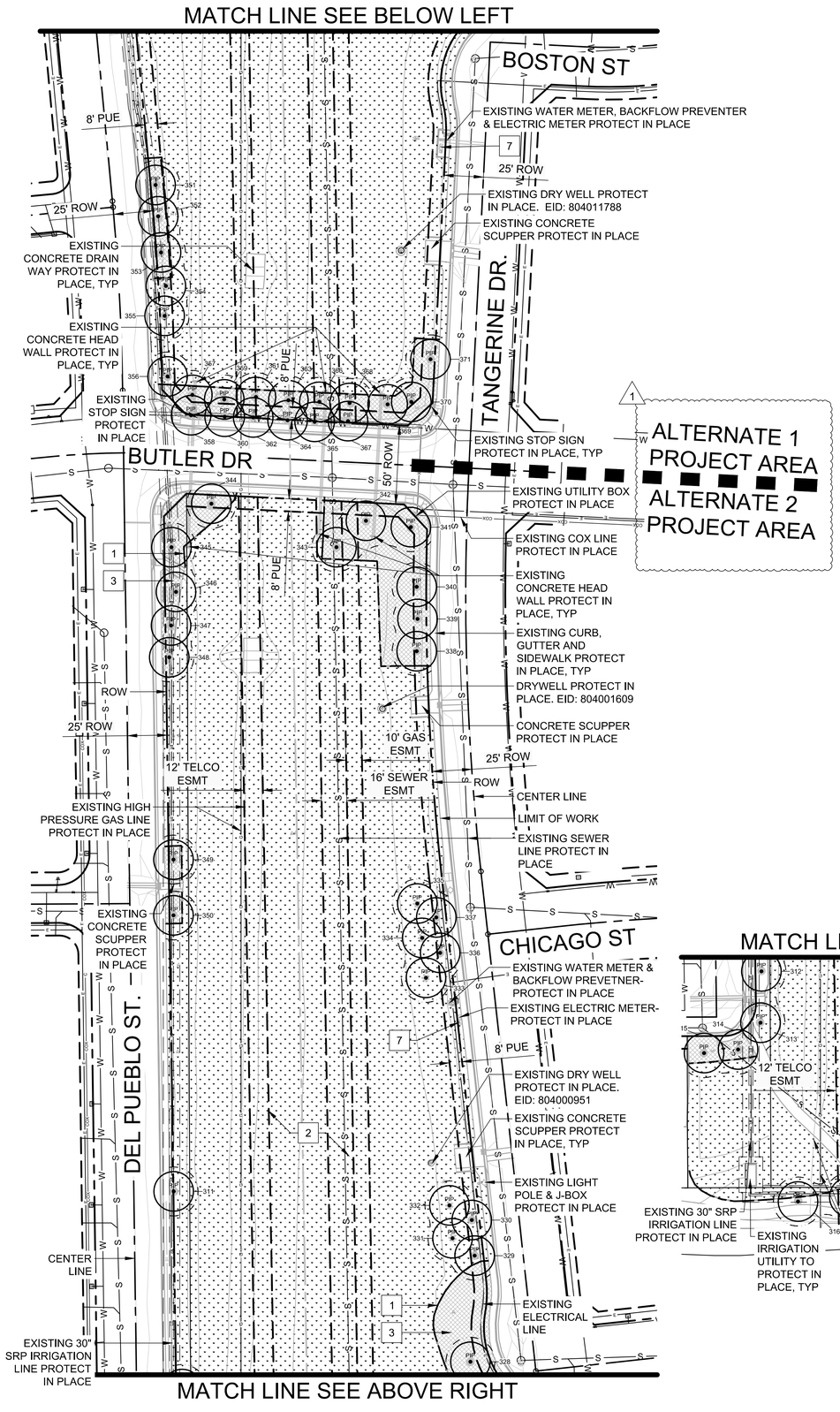


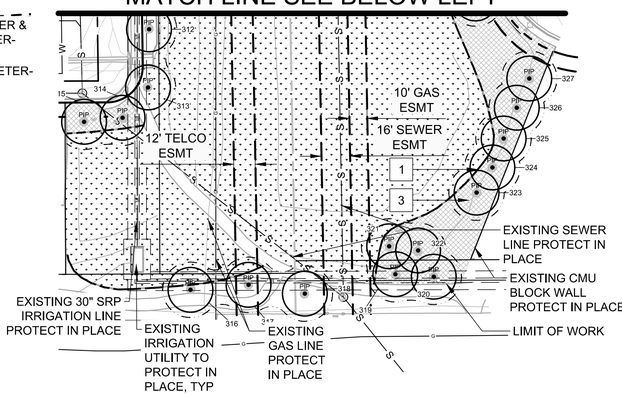


ALTERNATE 1 PROJECT AREA

ALTERNATE 2 PROJECT AREA

| DEMOLITION KEY NOTES | | |
|---|---|---|
| 1 | REMOVE CONCRETE HEADER | |
| 2 | REMOVE & DISPOSE OF TURF | |
| 3 | REMOVE DG | |
| 7 | REMOVE IRRIGATION CONTROLLER | |

| PLANT INVENTORY LEGEND: | |
|---|---|
| SYMBOL | DESCRIPTION |
| PIP # | EXISTING TREE TO BE PROTECTED IN PLACE |
| D # | EXISTING TREE TO BE REMOVED |

| PROTECTION FENCING LEGEND: | |
|---|---|
| SYMBOL | DESCRIPTION |
| | TREE PROTECTION FENCING FOR EXISTING TREES. REFER TO DETAILS 1-2, SHEET LD-1.02 |

| EXISTING UTILITIES KEY: | |
|---|---|
| SYMBOL/ LINETYPE | DESCRIPTION |
| W | WATER |
| S S | SEWER |
| E | ELECTRICAL |
| OHE | OVERHEAD ELECTRICAL |
| IR | IRRIGATION |
| G | GAS |
| T | TELECO |
| ZAYO FO | FIBER OPTIC CABLE |
| FO | CITY FIBER OPTIC CABLE |
| COX | COX |
| | LIGHT POLE |
| EJB | J-BOX |

NOTE:
1. ALL EXISTING UTILITIES, LIGHT POLES, J-BOX & SIGNS ARE TO BE PROTECTED IN PLANS AND CONTRACTOR TO VERIFY LOCATION WITH BLUE STAKE.
2. LIGHTS BURIED DIRECTLY IN THE BASINS WILL BE REPLACED WITH NEW FOUNDATION AND LIGHT POLE WITH LED LIGHT IN THE FUTURE BY OTHERS.
3. CONTRACTOR TO VERIFY, LOCATE AND PROTECT IN PLACE THE CITY OF CHANDLER FIBER OPTIC CABLE LINE & CONDUIT LOCATION.

0 40' 80'
SCALE: 1"=40'

-WARNING-
CONTRACTOR SHALL NOTIFY PROJECT CONSTRUCTION LIMITS

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):

CLIENT:

CITY OF CHANDLER

# TURF TO XERISCAPE PROGRAM PHASE I

## AREA 419 - INVENTORY AND DEMOLITION PLAN

| # | DATE | DESCRIPTION |
|---|---|---|
| | | REVISIONS |
| 1 | 05.19.25 | ADDENDUM 1 |

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH PLACKO
Date Signed 04/22/25
ARIZONA U.S.A.

DESIGNED BY: AL, KZ | DRAWN BY: J2
CHECKED BY: SP/JV | APPROVED BY: JV
SCALE: SEE PLAN | DATE: 04/22/25
DRAWING NO.: A419-2.01 | SHEET NO.: 53 OF 66

PROJECT # ST2405.401; CIV24-0141; LJ106660

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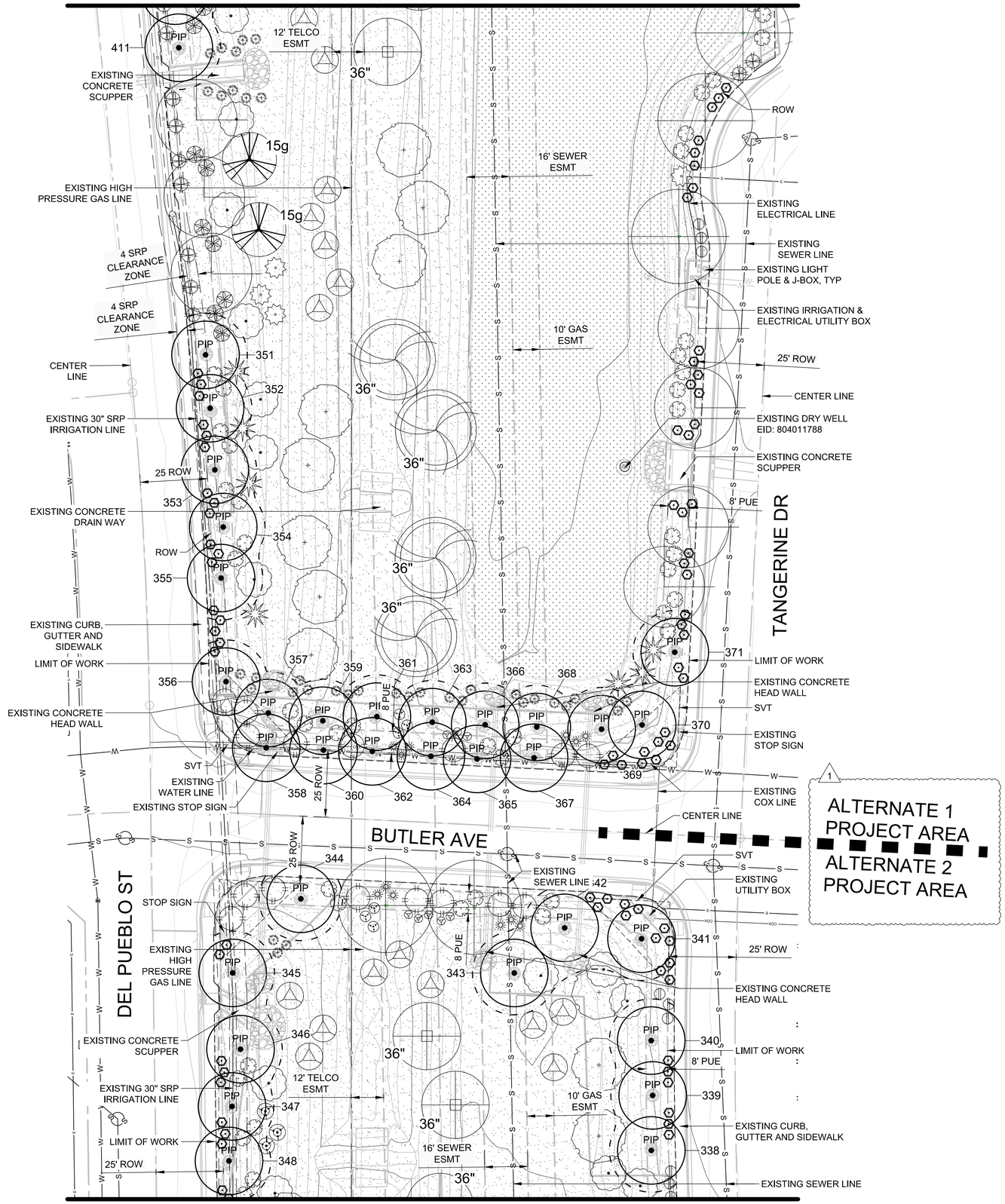


## Landscape Legend - Area 419

### Trees / Palms

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Acacia aneura<br>Mulga | 15 Gal.<br>24" Box |
| | Acacia salicina<br>Willow Acacia | 36" Box |
| | Chilopsis linearis spp<br>Desert Willow | 15 Gal.<br>24" Box |
| | Olea europaea 'Wilsonii'<br>Wilson's Fruitless Olive | 36" Box |
| | Pistacia 'Red Push'<br>Red Push Pistache | 24" Box<br>36" Box |
| | Quercus Virginiana 'Heritage'<br>Southern Live Oak | 24" Box<br>36" Box |
| PIP XX | Existing Tree<br>Protect In Place | Varies |

### Shrubs

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Caesalpinia pulcherrima<br>Red Bird of Paradise | 5 Gallon |
| | Simmondsia chinensis<br>Jojoba | 5 Gallon |
| | Buddleja marrubiifolia<br>Woolly Butterfly Bush | 5 Gallon |
| | Leucophyllum frutescens<br>Texas Sage | 5 Gallon |
| | Ruellia peninsularis<br>Desert Ruellia | 5 Gallon |
| | Senna artemisiodes<br>Feathery Senna | 5 Gallon |
| | Tecoma x 'Orange Jubilee'<br>Orange Jubilee | 5 Gallon |

### Groundcovers

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Acacia redolens 'Low Boy'<br>Trailing Acacia | 5 Gallon |
| | Convolvulus cneorum<br>Bush Morning Glory | 5 Gallon |
| | Eremophila glabra 'Mingenew Gold'<br>Outback Sunrise Emu | 5 Gallon |

### Accents

| Symbol | Botanical / Common Name | Size |
|---|---|---|
| | Agave americana 'Variegata'<br>Variegated Century Plant | 5 Gallon |
| | Agave desmettiana<br>Smooth Agave | 5 Gallon |
| | Hesperaloe parviflora 'Perpa'<br>Brakelights Red Yucca | 5 Gallon |
| | Hesperaloe parviflora 'Yellow'<br>Yellow Yucca | 5 Gallon |
| | Hesperaloe funifera<br>Giant Hesperaloe | 5 Gallon |
| | Muhlenbergia rigens<br>Deer Grass | 5 Gallon |
| | Nolina microcarpa<br>Bear Grass | 5 Gallon |

### Tree Protection Fencing Legend

| Symbol | Item Description |
|---|---|
| | Tree / Palm Protection Fencing<br>Refer to Dtls. 1-2, Sheet GN-1.04 |

| EXISTING UTILITIES KEY: | |
|---|---|
| SYMBOL/ LINETYPE | DESCRIPTION |
| W | WATER |
| S S | SEWER |
| E | ELECTRICAL |
| OHE | OVERHEAD ELECTRICAL |
| IR | IRRIGATION |
| G | GAS |
| T | TELECO |
| ZAYO FO | FIBER OPTIC CABLE |
| FO | CITY FIBER OPTIC CABLE |
| COX | COX |
| | LIGHT POLE |
| EJB | J-BOX |

NOTE:
1. ALL EXISTING UTILITIES, LIGHT POLES, J-BOX & SIGNS ARE TO BE PROTECTED IN PLANS AND CONTRACTOR TO VERIFY LOCATION WITH BLUE STAKE.
2. LIGHTS BURIED DIRECTLY IN THE BASINS WILL BE REPLACED WITH NEW FOUNDATION AND LIGHT POLE WITH LED LIGHT IN THE FUTURE BY OTHERS.

| SURFACE MATERIALS | |
|---|---|
| SYMBOL | DESCRIPTION |
| | DECOMPOSED GRANITE<br>SEE SHT GN-1.03 |
| | RIP RAP<br>SEE SHT GN-1.03 |
| | 8" X 6" CONCRETE HEADER,<br>SEE DETAIL 9 ON SHT LD-1.01 |
| | TURF GRASS SEED<br>'RIO' F1 HYBRID BERMUDA |

0 20' 40'
SCALE: 1"=20'

-WARNING-
THE EXISTING UTILITIES SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER UTILITIES NOT SHOWN OR NOT SHOWN IN THE EXACT LOCATION. THE CONTRACTOR SHALL NOTIFY BLUE STAKE, INC. AT 602-263-1100 OR 1-800-STAKE-IT (782-5348) AT LEAST TWO FULL WORKING DAYS BEFORE BEGINNING EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES CAUSED BY HIS OPERATIONS.

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

J2 Design
4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221

CONSULTANT(S):

CLIENT:

CITY OF CHANDLER
# TURF TO XERISCAPE PROGRAM PHASE I
AREA 419 - LANDSCAPE PLANS

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH PLACKO
Date Signed 4/22/2025

| | |
|---|---|
| DESIGNED BY: AL, KZ | DRAWN BY: J2 |
| CHECKED BY: SP/JV | APPROVED BY: JV |
| SCALE: SEE PLAN | DATE: 04/22/25 |
| DRAWING NO.: A419-3.03 | SHEET NO.: 56 OF 66 |

PROJECT # ST2405.401; CIV24-0141; LJ106660

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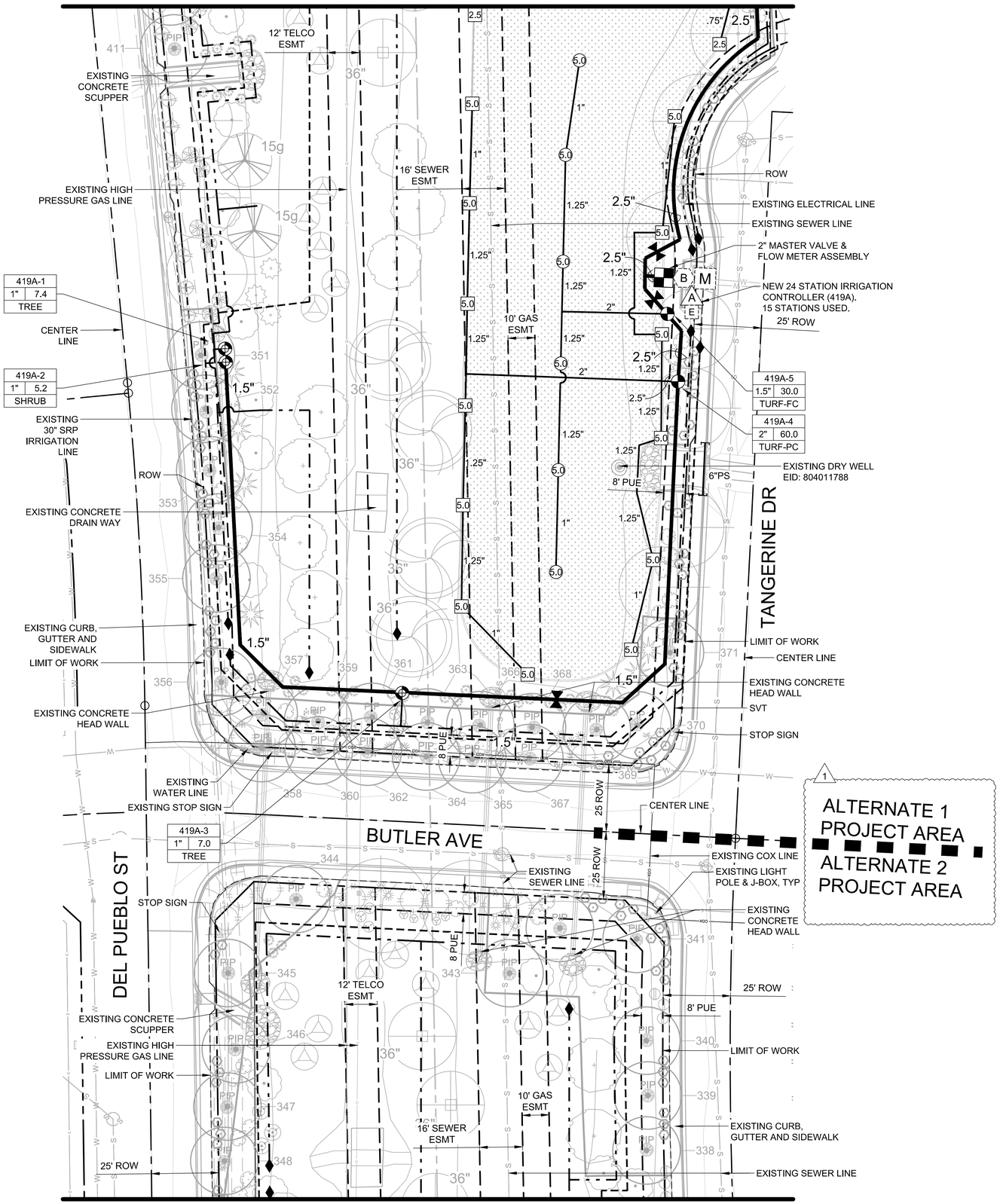
MATCH LINE SEE SHEET A419-L4.02




MATCH LINE SEE SHEET A419-L4.04

| EXISTING UTILITIES KEY: | |
|---|---|
| SYMBOL/ LINETYPE | DESCRIPTION |
| W | WATER |
| S S | SEWER |
| E | ELECTRICAL |
| OHE | OVERHEAD ELECTRICAL |
| R | IRRIGATION |
| G | GAS |
| T | TELECO |
| ZAYO FO | FIBER OPTIC CABLE |
| FO | CITY FIBER OPTIC CABLE |
| COX | COX |
| | LIGHT POLE |
| EJB | J-BOX |

NOTE:
1. ALL EXISTING UTILITIES, LIGHT POLES, J-BOX & SIGNS ARE TO BE PROTECTED IN PLANS AND CONTRACTOR TO VERIFY LOCATION WITH BLUE STAKE.
2. LIGHTS BURIED DIRECTLY IN THE BASINS WILL BE REPLACED WITH NEW FOUNDATION AND LIGHT POLE WITH LED LIGHT IN THE FUTURE BY OTHERS.

| IRRIGATION LEGEND | |
|---|---|
| SYMBOL: | DESCRIPTION: |
| M | EXISTING WATER METER |
| B | EXISTING REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY |
| E | EXISTING ELECTRIC METER |
| C | IRRIGATION CONTROLLER |
| | MASTER VALVE & FLOW METER ASSEMBLY |
| | ISOLATION BALL VALVE |
| | DRIP REMOTE CONTROL VALVE ASSEMBLY |
| | TURF REMOTE CONTROL VALVE ASSEMBLY |
| 2.5 | LARGE TURF ROTOR |
| MPR | SMALL TURF ROTOR- MPR |
| NOT SHOWN | MULTI EMITTER ASSEMBLY |
| | FLUSH CAP ASSEMBLY |
| X" | MAINLINE PIPE |
| X" | TURF LATERAL PIPE |
| | DRIP LATERAL PIPE- SHRUBS |
| | DRIP LATERAL PIPE- TREES |
| | DRIP LATERAL PIPE- DEEP ROOT TREES |
| X"PS | PIPE SLEEVE (PS) |

VALVE KEY:

VALVE SIZE
CONTROLLER/STATION NUMBER
CONTROL ZONE FLOW (GPM)
ZONE TYPE:

SHRUB = SHRUBS IN DG
TREE = TREES IN DG
DEEP ROOT = SELECTED EXST TREES
TURF-FC = FULL CIRCLE ROTORS
TURF-PC = PART CIRCLE ROTORS
TURF-MPR = MPR ROTORS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4649 E COTTON GIN LOOP B2
PHOENIX, AZ 85040
602.438.2221


CONSULTANT(S):

CLIENT:

CITY OF CHANDLER

# TURF TO XERISCAPE PROGRAM PHASE I

AREA 419 - IRRIGATION PLANS

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 05.19.25 | ADDENDUM 1 |

REVISIONS

Registered Landscape Architect
CERTIFICATE NO.
34191
J. SETH
PLACKO
Date Signed 5/21/25
Not valid unless signed and dated.

0 20' 40'
SCALE: 1"=20'

-WARNING-
IRRIGATION SYSTEM NOT TO BE PROJECT CONSTRUCTION UNIT

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

| | |
|---|---|
| DESIGNED BY: AL, KZ | DRAWN BY: J2 |
| CHECKED BY: SP/JV | APPROVED BY: JV |
| SCALE: SEE PLAN | DATE: 04/22/25 |
| DRAWING NO.: A419-4.03 | SHEET NO.: 60 OF 66 |

PROJECT # ST2405.401; CIV24-0141; LJ106660

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

# CONSTRUCTION AGREEMENT

# TURF TO XERISCAPE PROGRAM, PHASE I
# CITY PROJECT NO.: ST2405.401

**MAYOR**
**Kevin Hartke**

**VICE MAYOR**
**Christine Ellis**

**COUNCIL**
**OD Harris  Matt Orlando**
**Angel Encinas  Jane Poston  Jennifer Hawkins**

Daniel Haskins

**Daniel Haskins, P.E.**
**CIP City Engineer**

Docusign Envelope ID: ED67D1CB-9509-4525-BF2B-59C067DDD990

# CITY OF CHANDLER, ARIZONA

# TURF TO XERISCAPE PROGRAM, PHASE I

# CITY PROJECT NO.: ST2405.401

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**CONSTRUCTION SERVICES AGREEMENT**
**PROJECT NO.: ST2405.401**

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2025, by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and ELS Construction, Inc. the "Contractor" designated below (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties").

City and Contractor agree as follows:

## ARTICLE 1 - PARTICIPANTS AND PROJECT

**CITY:** CIP City Engineer: Daniel Haskins, P.E.
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov

**CITY:** Construction Project Manager: Adam Kleiser
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3325 Email: Adam.Kleiser@chandleraz.gov

**Contractor:**

| | |
|---|---|
| Legal Company Name: | ELS Construction, Inc. |
| Mailing Address: | 3329 East Southern Avenue Phoenix, AZ 85040 |
| Physical Address: | 3329 East Southern Avenue Phoenix, AZ 85040 |
| Arizona Roc No.: | 312090 |
| Federal Tax Id No.: | 86-0398337 |
| State Where Organized: | Arizona |
| Business Organization: | corporation |
| Statutory Agent Name: | Jimmy Castine |
| Statutory Agent Mailing Address: | 3329 East Southern Avenue Phoenix, AZ 85040 |
| Statutory Agent Physical Address: | 3329 East Southern Avenue Phoenix, AZ 85040 |

Contractor's Authorized Project Representative:

| | |
|---|---|
| Name: | John Lupoe |
| Title: | Director of Preconstruction |
| Phone: | 602-243-1106 (office), 602-390-7423 (mobile) |
| Email: | jlupoe@evergreenaz.com |

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**PROJECT DESCRIPTION:**

The City of Chandler Turf to Xeriscape project consists of converting turf grass to xeriscape landscape in eight city-maintained sites within the City of Chandler.

**PROJECT LOCATION:**

Eight locations within the City of Chandler.

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## ARTICLE 2 - AGREEMENT DOCUMENTS

### 2.1 AGREEMENT DOCUMENTS

The Agreement between City and Contractor will consist of the following Agreement Documents:

1. This Construction Services Agreement and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in Exhibit A, incorporated by reference.
4. Project Bid Proposal.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as described in Section 14.1.4 of the General Conditions.

### 2.3 DEFINITIONS

The definitions in Section 2 of the General Conditions apply to all the Agreement Documents, including this Agreement.

## ARTICLE 3 - CONSTRUCTION SERVICES

### 3.1 GENERAL

3.1.1 Scope of Work. All terms and conditions are set forth in the Agreement. Any terms and conditions and exceptions noted in the Contractor's proposal or other documents do not apply unless agreed to in this Agreement or an approved addendum.

3.1.2 Contractor agrees this is a Unit Price Agreement. Contractor agrees at its own cost and expense, to do all Work necessary required to fully, timely and properly complete the construction of the Project in strict accordance with the Agreement Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Agreement time.

3.1.3 Contractor must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

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3.1.4 At all times relevant to this Agreement and performance of the Work, the Contactor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Agreement, including, without limitation, those set forth on attached Exhibit A.

3.1.5 Contractor must perform the Work under this Agreement using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

3.1.6 Contractor must comply with all terms and conditions of the General Conditions.

3.1.7 In the event of a conflict between this Agreement and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Agreement will control.

3.1.8 Ownership of Work Product. Notwithstanding anything to the contrary in this Agreement, all Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

## 3.2 CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES

3.2.1 The Contractor must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

## 3.3 PRE-CONSTRUCTION CONFERENCE

Contractor must attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

## 3.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

Contractor must perform the Work in accordance with Section 4.4 of the General Conditions.

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3.5 **CONTROL OF THE PROJECT SITE**

Contractor must control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

3.6 **PROJECT SAFETY**

Contractor must implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

3.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Contractor must provide materials testing and submit substitute materials and Shop Drawings in accordance with Section 4.7 of the General Conditions.

3.8 **PROJECT RECORD DOCUMENTS**

Contractor must maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

3.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Contractor must provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

## ARTICLE 4 - CITY RESPONSIBILITIES

4.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

## ARTICLE 5 - AGREEMENT TIME

5.1 **GENERAL**

5.1.1 The total Agreement Duration is 300 Calendar Days (including Substantial Completion by 270 Calendars Days and Final Acceptance by 300 Calendar Days).

5.1.2 The Agreement Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 5.4 below.

5.1.3 The Agreement Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Agreement Time.

5.1.4 Time is of the essence of this Agreement for the Project, and for each phase and designated Milestone thereof.

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5.1.5 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Agreement by City.

## 5.2 PROJECT SCHEDULE

5.2.1 The Project Schedule will be updated and maintained throughout Contractor's performance under this Agreement in accordance with Section 6.2 of the General Conditions.

5.2.2 Work must be completed to meet the following milestones after the Notice to Proceed:

| | Milestone | | Time | Liquidated damages for delay | |
|---|---|---|---|---|---|
| 1. | | within | days | $ | per calendar day |

## 5.3 SUBSTANTIAL COMPLETION

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

## 5.4 FINAL ACCEPTANCE

5.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

5.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

## 5.5 LIQUIDATED DAMAGES

5.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

5.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 5.5.1 above, City and Contractor further agree that if Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per

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calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Agreement.

5.5.3 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 will apply.

5.5.4 City may deduct liquidated damages described in this Article 5.5 from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

### 5.6 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

5.6.1 Contractor and City waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes.

1. Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

5.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Nothing contained in this Article 5.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 5.5 above.

5.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Agreement prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which will be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

## ARTICLE 6 - AGREEMENT PRICE

### 6.1 AGREEMENT PRICE

**6.1.1** In exchange for Contractor's full, timely, and acceptable performances and construction of the Work under this Agreement, and subject to all of the terms of

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this Agreement, City will pay Contractor the "Agreement Price," which is $4,645,925.43.

6.1.2 The Agreement Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct Work.

6.2 **CHANGES TO AGREEMENT PRICE**
Shall be determined under Section 9 of the General Conditions.

## ARTICLE 7 - PAYMENT

Payments will be made to Contractor in accordance with Section 8 of the General Conditions.

## ARTICLE 8 - CHANGES TO THE AGREEMENT

Changes to the Agreement may be made in strict accordance with Section 9 of the General Conditions.

## ARTICLE 9 - SUSPENSION AND TERMINATION

This Agreement may be suspended or terminated in accordance with Section 10 of the General Conditions.

## ARTICLE 10 - INSURANCE AND BONDS

10.1 Contractor must provide insurance in accordance with Sections 11.1 through 11.3 of the General Conditions. Contractor must provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Agreement.

10.2 Contractor must provide performance and payment bonds to City in Accordance with Section 11.4 of the General Conditions and A.R.S. § 34-222.

10.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to City, will be a material breach and grounds for termination for cause of this Agreement.

## ARTICLE 11 - INDEMNIFICATION

Contractor must have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

## ARTICLE 12 - DISPUTE RESOLUTION

Any claims or disputes relating to this Agreement will be resolved according to the dispute resolution process set forth in Section 13 of, and Appendix 6 to, the General Conditions.

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**ARTICLE 13 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED** By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

SIGNATURE PAGE TO FOLLOW

Docusign Envelope ID: ED67D1CB-9509-4525-BF2B-59C067DDD990

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entitles as of the effective date.

**"CITY"**
**CITY OF CHANDLER**

Mayor

**RECOMMENDED BY:**

Daniel Haskins June 9, 2025
Daniel Haskins, P.E.
CIP City Engineer

**APPROVED AS TO FORM:**

City Attorney

**ATTEST:**

City Clerk Seal

**"CONTRACTOR"**
**ELS CONSTRUCTION, INC**

John Lupoe June 9, 2025
Signature Date

John Lupoe
Print Name

Chief Estimator
Title

jlupoe@evergreenaz.com
Signer Email Address

**EXHIBIT A**

**PROJECT SPECIFIC**
**SPECIAL PROVISIONS**

**4.2.7 Aerial Construction Photography**

General Conditions Section 4 Subsections 4.2.7.1 & 4.2.7.2 are not applicable to this project.

**4.2.8 Government Approvals and Permits**

General Conditions Section 4 Subsection 4.2.8.1, City permit fees will be paid internally by the City and all other fees will be the responsibility of the Contractor.

**Subletting of Agreement**

Contractor must perform, with his own organization, work amounting to not less than 50 percent of the total Agreement cost.

Failure to submit Subcontractor's List Form, demonstrating self-performance not less than 50 percent of the total Agreement cost, will cause the bid to be deemed non-responsive.

Bidders should contact the Arizona Registrar of Contractors for information on license requirements.

# EXHIBIT B

# GENERAL CONDITIONS

# GENERAL CONDITIONS

Approved date: July 20, 2022

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## SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction Agreements entered into by the City of Chandler, unless otherwise specifically excluded in the executed Agreement.

## SECTION 2 - GENERAL DEFINITIONS

Allowance: A specific amount for a specific item of Work, if any, that City agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the City) at the time the Agreement Price is agreed to for Contractor to provide a definitive price.

Alternate Systems Evaluations or Alternative Analysis: Alternatives for design, means and methods or other scope considerations that are evaluated using value analysis principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Order: A written instrument issued after execution of the Agreement Documents signed by City and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Agreement Price, the extent of the adjustment to the Agreement Time, or modifications of other agreement terms. The Agreement Price and the Agreement Time may be changed only by Change Order.

Consultant: Person or firm that provides professional services.

City (Owner or OWNER): City of Chandler, a municipal corporation, with whom Contractor has entered into the Agreement and for whom the Work or Services are to be provided pursuant to the Agreement(s).

Contingent Bid Items: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the Engineer determines that this work is required, the Contractor will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the Engineer may vary materially from this.

Agreement: The written agreement executed between City and Contractor, including all of the Agreement Documents.

Agreement Documents: The documents which together form the Agreement between City and Contractor, as identified in Article 2 of the Agreement, or are otherwise incorporated into the Agreement, including the Agreement, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and City's amendments thereto, and any other documents so designated in the Agreement.

Agreement Price: The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Work or Services under the terms of the Agreement.

Agreement Time(s): The number of calendar days or the dates related to the applicable phase, Substantial Completion, or Final Acceptance as stated in Agreement Documents. Agreement Time starts

with the Notice to Proceed (NTP) and ends with Final Acceptance. The Agreement Time is set forth in the Agreement and is based upon the Project Schedule agreed to by City in writing.

Contractor: The person or business association with whom City has entered into an agreement for construction related Work or Services in relation to the Project at issue.

Contractor Payment Request: The form that is accepted by City and used by Contractor in requesting progress payments or final payment and which must include such supporting documentation as is required by the Agreement Documents or City.

Construction Budget: The City's budget for construction of the Project.

Construction Documents: The Plans, Specifications, and Drawings prepared and issued by the Design Professional and approved by City for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting and incorporated into the Agreement by this reference. All amendments and modifications to the Construction Documents must be approved in writing by City prior to incorporation into the Agreement.

Cost of the Work: The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs will be at rates not higher than the standard paid at the place of the Project except with prior consent of City.

Critical Path Method (CPM): A scheduling technique which identifies the logical sequence of the activities occurring in a Construction Project, the anticipated time required to complete each activity in the Project, and the activities that must be completed on schedule to finish the Project within the anticipated time. Typically, activities are arranged in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

Critical Path: Critical Path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project must not be changed without prior written approval of City.

Day: Calendar day(s) unless otherwise specifically stated in the Agreement Documents.

Design Professional: The qualified, licensed person, firm or corporation who furnishes design and construction administration services required under the Agreement Documents. These services may include, but are not limited to: development of Construction Drawings and Documents, review of Contractor Submittal(s), review of and response to Requests for Information, approval and certification of progress payment applications, construction administration, and construction agreement close out.

Differing Site Conditions: Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Agreement Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the Site. Caliche, rock, hard-digging or sandy/silty soil encountered on a project is not considered a "Differing Site Condition."

Drawings (Plans): Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by Contractor during the construction phase and which have been prepared

or approved by the Design Professional and City. These documents include Drawings that have reached a sufficient state of completion and released by Design Professional solely for the purposes of review and use in performing constructability or bid-ability reviews by Contractor and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but *"not for construction*." Shop Drawings are not Drawings as so defined.

Final Acceptance: The City's acceptance of the facility or project from the Contractor after all Work is completed, tested, and inspected in accordance with the Agreement requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fixed Price: A fixed price or amount for an Agreement Price, Scope of Work, materials, or other item under an Agreement, Change Order, or other agreement, which City agrees, in writing, to pay instead of the actual cost.

Float: The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Agreement Time. Unless otherwise expressly agreed in writing, all Float belongs to City.

Laws, Regulations, or Legal Requirements: Any and all applicable laws, rules, regulations, ordinances, codes and orders applicable to the Project of any and all governmental bodies, agencies, authorities and courts having jurisdiction and any applicable provisions of the Development Agreement for the Project (if any), including, without limitation, those provisions relating to the design and construction of the Project.

Line Item: The individual elements of Work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of the Work. Also refers to individual items of work within the Schedule of Values.

Liquidated Damages: Designated damages for the City to collect as compensation upon a specific breach (example: late delivery).

Long-Lead Item: Long-lead item refers to the equipment, product, or system that is identified at the earliest stage of a project to have a delivery time long enough to affect directly the Critical Path/the overall lead time of the project.

MAG: The Maricopa Association of Governments.

MAG Specifications: The most current version of the Uniform Standard Specifications for Public Works Construction published by MAG.

MAG Standard Details: The most current version of the Uniform Standard Details as published by MAG.

Minor change: A change in the Work having no impact on cost or time or the City-approved design intent, as determined by City.

Notice to Proceed (NTP): A written notice given by City to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Agreement.

Project: The Project specified in the Agreement (including a Job Order).

Project Manager: The Project Manager designated in Article 1 of the Agreement, or any successor thereto

designated by City. The Project Manager has the authority to act on behalf of City, as delineated and limited by the Agreement Documents and applicable law. And City will communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind City or City Council in contravention of any City code, State or Federal statute or regulation, or these General Conditions.

Project Schedule: The schedule for the completion of the Project agreed to and required by City.

Project Specific Conditions: Additional conditions which apply to the specific Project and Scope of Work which are set forth in Exhibit D of the Agreement.

Project Team: The Project Team consisting of the Design Professional, Contractor, Project Manager, and such others as City may designate.

Punch List: The list initially prepared by Contractor pursuant to the Agreement Documents, reviewed and supplemented by the Project Manager (and at the sole option of the Project Manager, the Design Professional) and approved by City containing items of incomplete work not impacting Substantial Completion, if allowed for under the Agreement, and to be completed or corrected by Contractor after Substantial Completion and before Final Acceptance in accordance with the Agreement Documents.

Quality Assurance (QA) Testing: Testing performed to verify the accuracy and applicability of the QC testing results and to ascertain that the materials installed meet the specified levels of quality in accordance with the Agreement Documents.

Quality Control (QC) Testing: Testing performed to assure that the materials installed comply with the requirements in the Agreement Documents.

Requests for Information (RFIs): Formal written request from Contractor to City or Design Professional for the Project seeking clarification or additional information needed for Contractor to properly complete the Work or Services under the Agreement. City may require RFI's to be submitted on a specific form or in a specified format.

Schedule of Values (SOV): The specified document prepared by Contractor, and approved and accepted by City, which divides the Agreement Price into pay items, such that the sum of all pay items equals the Agreement Price for the construction phase Work, or for any portion of the Work having a separate specified Agreement Price.

Scope of Work: The scope of work agreed to or required by City and incorporated into the Agreement as Exhibit A.

Shop Drawings: All drawings, diagrams, schedules and other data specifically prepared for the Work by Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site: The land or premises on which the Project is located.

Specifications: The part(s) of the Agreement Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Where specified, the Project must be constructed using the current Uniform Standard Specifications and Details for Public Works

Construction as furnished by the Maricopa Association of Governments, as amended by City.

Subconsultant: A person, firm or corporation having an Agreement with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor: An individual or firm having a direct Agreement with Contractor or any other individual or firm having an Agreement with the aforesaid contractors at any tier, who undertakes to perform a part of pre-construction services or construction phase Work at the Site for which Contractor is responsible. Subcontractors must be selected through the Subcontractor selection process described in the Agreement Documents, if any.

Substantial Completion: The date when the City determines that the Work (or separable units of Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents such that the Project is ready for use by the City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other work as applicable, has been performed to a similar state of essential and satisfactory completion.

Supplier: A manufacturer, fabricator, distributor, or vendor having a direct Agreement with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Contractor or any Subcontractor.

Total Float: Number of Days by which pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Agreement Time or schedule milestone in the Project Schedule.

Work: The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Agreement Documents for the construction phase.

Writing: Typing, printing, photography and other modes of representing or reproducing words in a visible form, including email, and expressions.

## SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

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

3.2 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded from their website at: http://www.azmag.gov/Newsroom/Publications

3.3 The MAG Specifications and Standard Details and City's amendments thereto are incorporated into the Agreement by this reference.

## SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 **GENERAL**

4.1.1 Contractor must construct the Work in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of City, exercising the degree of professional care, skill, diligence, quality and judgment that a professional construction manager engaged, experienced and specializing in the construction management of construction and facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to Chandler, Arizona would exercise at such time, under similar conditions. Contractor must, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 If Contractor observes errors, discrepancies or omissions in the Agreement Documents, Contractor must promptly notify the Design Professional and City and request clarification. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission, or difference and fails to report it to City, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, Contractor does so at its own risk and will be liable to City for damages resulting from proceeding without clarification.

4.1.3 Project Team and agents of each of them, testing agencies and governmental agencies with jurisdictional interests will be provided access to the Work at reasonable times for their observation, inspection, and testing. Contractor must provide proper and safe conditions for such access.

4.1.4 Contractor must comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.5 Contractor must ensure that all employees performing any Work for which Contractor is responsible have a legal right to live and work in the United States. In addition, all compensation of any such employee must meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage laws.

4.1.6 Contractor must comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA activities. Contractor agrees to comply with the IRCA while performing their work and to permit City inspection of Contractor personnel records to verify such compliance.

4.1.7 Pursuant to MAG Specifications §§ 107.4, Contractor must report immediately any discovery of archeological ruins or artifacts. Excavation must stop immediately so that City can decide on the pertinent steps to follow such discovery.

4.1.8 All property owners that may be affected by the proposed construction activities must be notified of the scope, duration of the construction activities and possible interference with their day-to-day activities by Contractor prior to start of construction. In addition, individual residential or commercial interferences, such as driveway restrictions, water outages, and all other Work adjacent to residence/business, require 48-hour notification in advance of specific adjoining Work. Notification may be through door hangers or other procedures approved by the City.

4.1.9 Access must be maintained to adjacent properties at all times during construction. Where property has more than one point of access, no more than one access will be restricted or closed at any one time. Access to adjacent private driveways will be maintained during all non-working hours.

4.1.10 Contractor must furnish and erect construction signs in accordance with Project Specifications. The signs must be professionally prepared and subject to approval by City, must be maintained by Contractor for the duration of the project, and must be removed by Contractor during the final project clean up.

4.1.11 The number of signs required, the size, shape, installation requirements and information to be included for construction signs is established on the detail sheet, provided, however, signs must be a minimum of 4 foot by 8 foot and must be installed so that the bottom of the sign is at least 4 foot above grade. No direct payment will be made for furnishing and erecting construction signs. The cost thereof must be included in other items for which direct payment is made. Sign locations will be determined by City.

4.1.12 All required construction signs must be installed by Contractor within 7 Days of Notice to Proceed.

4.1.13 The Work to be accomplished under these Agreement Documents has been designed for City by a Design Professional retained by City for this purpose. It is understood that normal construction Administration for the purpose of interpretation of the Agreement Documents is provided by City. Should any services of the Design Professional be required to assist in the corrections of errors or omissions by Contractor, or services of the Design Professional be required because of changes in structure or equipment where Contractor has requested approval of substitute methods or material, or any other items detailed herein below, those services will be provided by the Design Professional at the standard hourly rates previously negotiated with City and must be paid for by the Contractor.

4.1.14 Contractor must reimburse City for costs incurred by the Design Professional for additional services to the Project through no fault of City or the Design Professional including, but not limited to, the following conditions:

a. Additional Site visits, investigations, inspections, design work or reports by the Design Professional which are required due to damages to existing facilities or completed Work caused by the Contractor in his performance, Contractor's negligence, or Contractor's Work which is rejected as defective or as failing to conform to the Agreement Documents;

b. Design Professional construction phase services rendered on the project during the time the project remains incomplete after the Agreement date of final completion will be charged to Contractor at a rate previously negotiated City; and

c. All retesting required due to the failure of Contractor's Work to meet the requirements of the Agreement Documents will be at Contractor's expense. All standby and travel time by the City's testing lab, the Design Professional or City due to Contractor's inability to be prepared for testing at the agreed upon time will be at the Contractor's expense.

4.1.15 City may withhold from any payment otherwise due to Contractor any amounts necessary to pay the Design Professional for such additional services as provided herein above.

4.1.16 Contractor will not be required to bear additional costs incurred by City due to errors by the Design Professional.

4.2 **CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

4.2.1 Prior to award of the Agreement, Contractor must execute Agreement and deliver to City. Failure to do so may delay Agreement award. Contractor must also provide to City its Contractor's License classification and number and its Federal Tax I.D. number.

4.2.2 Before beginning any Work under the Agreement, Agreement must be fully executed by City.

4.2.3 After Agreement award, City will issue to Contractor an award letter. At that time Contractor must deliver to City such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by City) required under Section 11 of these General Conditions, and as the Agreement requires.

4.2.4 As evidence of Workmen's Compensation Insurance, Contractor must, upon request, provide a letter of certification from the Industrial Commission of Arizona that Contractor is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

4.2.5 Within 10 Days of the date of the executed Agreement letter issued by City, Contractor must submit to City for review and acceptance the following items:

4.2.5.1 Comprehensive construction Project Schedule including a Critical Path Method (CPM) diagram schedule as described in Section 6.2. Project Schedule must be in Microsoft Project standard file format. Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review.

4.2.5.2 Preliminary schedule of submittals and Shop Drawings. Within 10 Days of receipt of City's comments, Contractor must submit the corrected and completed schedule of Shop Drawings submissions for approval. Contractor's schedule of Shop Drawings and sample submittals will be acceptable to City if it provides a workable arrangement for reviewing and processing the required submittals.

4.2.5.3 Schedule of Values in a form specified by City reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values must not be greater than the Agreement Price. The Schedule of Values will be reviewed at the Pre-Construction Conference and revised by Contractor within 10 Days after Pre-Construction Conference in response to comments and questions from

City. Once accepted by City in writing, the Schedule of Values for the Project must not be changed without the prior written approval of City.

4.2.6 Video Recording Requirement. Prior to performing any Work, Contractor must document the existing conditions of the Site, all other areas where Work will occur and all adjacent areas that may be impacted by the Work via digital video format. Contractor must video record and index all areas, features, buildings and other public and private improvements that could potentially be impacted by the Work. Video recording must be coordinated with City. When video recording private property, Contractor must also coordinate the video recording with the private property owner, if possible. Contractor must provide City with a copy of said digital video format prior to performing any Work.

4.2.7 Aerial Drone Construction Photography.

4.2.7.1 If Agreement duration is greater than 90 calendar days, Contractor must engage a professional unmanned aerial vehicle (UAV) aerial pilot to photograph the Site prior to construction mobilization, at three-month intervals during construction, and following final inspection. Drone camera specifications must meet the following minimum requirements:

a. 1-inch CMOS
b. Pixels: 20M
c. FOV 84 8.8 mm/24 mm (35 mm format equivalent) f/2.8-f/11 auto focus at 1 m-
d. For photographing: 16.9 Aspect Ratio: 5472x3078
e. For video shooting: MP4/MOV/H.264
f. FHD: 1920x1080 120p @100Mbps
g. File format: High Definition (HD) JPEG for digital photos and HD MPEG 4 for digital video.
h. All metadata to be recorded including GPS data and preserved with photographs provided.

| **Interval** | **JPEG** |
|---|---|
| 3 month intervals | At an altitude (AGL) between 70-90 ft. |
| 3 month intervals | Images to be taken every 50-100 ft. to be determined based on project scope. |

4.2.7.2 Drone photos to be taken in sequential geographical order and then organized and provided in the same manner unless otherwise specified.

4.2.7.3 Photos to be provided digitally via an online file share service and/or by a USB drive to contractor.

4.2.7.4 Drone pilots to obey ALL local (city, county, state) UAV regulations as well as FAA UAV guidelines including, but not limited to, conducting all flights during daylight hours, not exceeding maximum altitude ceilings (depending on area), not flying over people, yielding to other aircraft.

4.2.7.5 Drone pilots must fly drone within visual line of sight (VSOL) and have visual spotter when needed. Drone pilots only to operate in favorable weather conditions when minimum visibility is 3 miles or greater.

4.2.7.6 Drone pilots to conduct a preflight checklist and visually inspect the entire flight path prior to flying to ensure a safe flight.

4.2.7.7 Airspace Authorizations. Operations in Class G airspace are allowed without air traffic control (ATC) permission. Operations in Class B, C, D and E airspace need ATC authorization. Drone pilots to schedule each flight in advance and based on airspace if required will notify nearby airports/control towers, etc.

4.2.8 Government Approvals and Permits.

4.2.8.1 Contractor must obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the Plans and in the Specifications. City permit fees will be paid internally by City. For bidding purposes, an allowance for all permit fees is included in the bid schedule under the item "allowance for permit fees." The Contractor will be paid for the actual cost of the permit fees upon submitting a receipt showing the fee Contractor has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shutdowns or outages, cost for pole bracing, cost of permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

4.2.8.2 Copies of all permits and the associated notices must be provided to City prior to starting the permitted activity.

## 4.3 PRE-CONSTRUCTION CONFERENCE

4.3.1 Prior to the commencement of any Work, City will schedule a Pre-Construction Conference.

4.3.2 The purpose of this Conference is to establish a working relationship between Contractor, the utility firms, and various City agencies. The agenda will include critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

4.3.3 Minimum attendance by Contractor at any mandatory meeting with City must be (1) Contractor's Representative, who is authorized to execute and sign documents on behalf of the firm, (2) Contractor's on-site Superintendent, and (3) Contractor's Safety Office, or other employee responsible for safety.

## 4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

4.4.1 Unless otherwise provided in the Agreement Documents to be the responsibility of City or a separate Contractor, Contractor must provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Agreement Documents.

4.4.2 Contractor must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Agreement Documents. Contractor must at all times exercise complete and exclusive control over the means, methods, safety, sequences and techniques of construction.

4.4.3 Contractor's Superintendent must be present at the Site at all times that material Work

under this Agreement is taking place. Contractor's Superintendent or designee must be present at the Site at all times any other Work under this Agreement is taking place. Superintendent must not be replaced without written notice to City. Whenever the Superintendent is not present at a particular part of the Work where the City or Design Professional may desire to inform the Contractor relative to interpretation of the Drawings and Specifications or to disapproval or rejection of materials or Work performed, the City or Design Professional may provide such information in writing to the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given will be as binding as if given to the Superintendent.

4.4.4 All elements of the Work must be under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.

4.4.5 Working Hours. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated, all Work at the Site must be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without City's written consent given after prior written notice to City. If it will become absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the City must be informed at least 24 hours in advance of the beginning of performance of such Work. Only such Work will be done at night as can be done satisfactorily as determined by the City. Good lighting and all other necessary facilities for carrying out and inspecting the Work must be provided and maintained at all points where such Work is being done. Further, unless such non-normal work hours are performed at City's request or required by the Agreement Documents, Contractor must pay to City all additional costs incurred by City by reason of such non-normal working hours. Expenses incurred by City for overtime compensation must be reimbursed by Contractor as follows: (i) City staff at the rate set forth in current City Fee Schedule as published on City website, (ii) Design Professional and staff at the standard hourly rates previously negotiated with City, and (iii) all others at actual cost plus ten percent administrative overhead. Such costs may be deducted by City from any payments due to Contractor. Provided, however, if overtime work or work during other than normal hours is at the request of City and not due to Contractor delay, City will pay the cost of City overtime expenses.

4.4.6 Where the Agreement Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer. All materials and equipment must be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Agreement Documents; but no provisions of any such instructions will be effective to impose on City of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, Contractor must carefully study and compare the various Plans, Drawings, other Agreement Documents, and Specifications relative to that portion of the Work, as well as the information furnished by City, must take field measurements of any existing conditions related to that portion of the Work and must observe any conditions at the Site affecting it. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the Work installed by other contractors, is not guaranteed by City.

4.4.8 Before ordering materials or doing Work, Contractor and each Subcontractor must verify measurements at the Site and will be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Agreement Documents, including the Drawings.

4.4.9 Ground Level Construction Photography.

4.4.9.1 The Contractor must furnish progress photographs of the project. The photographer selected by the Contractor must be approved by the City and must be either a commercial photographer or an individual experienced and equipped for such photography.

4.4.9.2 The Contractor must deliver to City all photographs taken during that period with each application for payment. If the current photographs do not accompany the application, the application will not be reviewed and will be returned to the Contractor as incomplete.

4.4.9.3 Photographs must be identified by use of typewritten labels affixed to the back of the photograph. The label must provide a description of the view, the direction from which the photograph was taken, the name of the project, City's project number, the name of Contractor and the date of the photography. The stationing must also be included for all pipeline installations.

4.4.9.4 Photographs must be taken during the construction period and must be of aesthetic composition and depict the progress of the Work from the beginning of construction through and including the finished product. City may vary the specified frequency so that significant progress or changes can be recorded on the photographs.

4.4.10 Underground Facilities.

4.4.10.1 The existence and number of facilities as shown on the Plans are estimated from information furnished by the particular utility. Contractor is responsible for field verification and location of all utilities prior to the start of construction. No field work will be allowed to start until Contractor has contacted Arizona 811 and all affected utilities have been located. In addition, Contractor must expose and physically locate all potentially conflicting utilities prior to construction. The actual locations of the utilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Project Manager. It is generally recognized and Contractor should anticipate that information from Arizona 811 or information from utility companies during project design, frequently fails to disclose all underground facilities. The fact that more utility lines or other underground facilities are located in the Project Site than shown on the Project Plans does not constitute an "unforeseen Condition" and such undisclosed underground facilities do not differ materially from the conditions which Contractor should expect. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction apply and are incorporated herein by this reference.

4.4.10.2 Contractor is responsible for all coordination with utility companies. The provisions of Sections 105.4, 105.6, 107.11 and 109.8.1 of the MAG Uniform Standard Specifications for Public Works Construction strictly apply and no additional compensation will be paid to Contractor for delays due to utility work on the project.

4.4.11 Relocation of Existing Water Meters. When a service line has been extended and a line

setter installed in a meter box, City forces will re-install meter. No compression fittings will be utilized.

4.4.12 Water Turn-On or Turn-Off.

4.4.12.1 Contractor must coordinate all water line turn-ons and turn-offs through the City. Application must be made to the Municipal Utility Division and Contractor must pay the established charges. The City will close existing valves, but will not guarantee a bone-dry Shutdown.

4.4.12.2 Contractor must notify all customers affected by the turn-off not less than 48 hours in advance. Notification must be in writing, must give the reason for the turn-off and must give the estimated time and duration that water service will be interrupted. Contractor is also notified that water turn-off will not be permitted on the Day before and after Thanksgiving Day and Christmas Day.

4.4.12.3 No direct payment will be made to Contractor for turn-ons or turn-offs. Costs associated therewith will be included in other items for which direct payment is made.

4.4.13 Tests and Inspections.

4.4.13.1 Contractor must give City timely (at a minimum, twenty-four hours) notice of readiness of the Work for all required inspections, tests or approvals. Contractor must give timely notice to City in advance of backfilling or otherwise covering any part of the Work so that city representative may, if desired, observe such part of the Work before it is concealed. Whenever Contractor varies the normal period during which Work or any portion of it is carried on each Day, Contractor must give timely notice to City so that city representative may, if desired, be present to observe the Work in progress. If Contractor fails to give such timely notice, any Work done in the absence of city representative will be subject to rejection. If Contractor gives such notice to City, but then is not ready for such inspections, tests, approvals or observations at the time so noticed, Contractor must reimburse City for all costs incurred by the attendance of city representatives.

4.4.13.2 If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to be inspected, tested or approved, Contractor (unless another party is specified in the Agreement Documents) must assume full responsibility therefor, pay all costs in connection therewith and furnish City the required certificates of inspection, testing, or approval. Contractor must also be responsible for and must pay all costs in connection with any inspection or testing required by the Specifications in connection with City's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Agreement Documents will be paid by City (unless otherwise specified).

4.4.13.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction must be performed by organizations acceptable to City and by the Design Professional if so specified.

4.4.13.4 Neither observations by City, the Design Professional nor inspections, tests or approvals by others will relieve Contractor from their obligations to perform the Work in accordance with the Agreement Documents.

4.4.14 Uncovering Work. If any Work that is to be observed, inspected, tested or approved is covered without written concurrence of City, it must, if requested by City be uncovered for observation. Unless Contractor has given City timely notice of Contractor's intention to cover such Work and City has not acted with reasonable promptness in response to such notice, Contractor must furnish all necessary labor, material and bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order will be issued.

4.4.15 In all cases of interconnection of its Work with existing or other Work, Contractor must verify at the Site all dimensions relating to such existing or other Work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions must be promptly rectified by Contractor without any increase in the Agreement Price. Any design errors or omissions noted by Contractor during this review must be reported promptly to City.

4.4.16 Contractor must establish and maintain all construction grades, lines, levels, and benchmarks, and will be responsible for accuracy and protection of same. This Work must be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.

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

4.4.18 Contractor is responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Agreement Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.19 Contractor must coordinate the activities of all Subcontractors. Contractor must coordinate performance of the Work with City's Public Works & Utilities Department and other departments or agencies within City. The Design Professional and other contractors or parties involved in the Project. If City performs other work on the Project or at the Site with separate contractors under City's control, Contractor agrees to cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

4.4.20 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of City. Any substitute or replacement Subcontractor or Supplier must be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by City, Contractor will follow that plan unless otherwise approved by City in writing.

4.4.21 Contractor must not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to City, and receiving prior written approval of the change from City, which approval will not be unreasonably withheld.

4.4.22 Subcontractors whose scope of work has a value greater than 15% of the total Agreement Price are required to furnish performance and payment bonds to Contractor, unless

otherwise approved in writing by City.

4.4.23 Contractor must comply with MAG Specification § 108.2 (E) unless otherwise specified in Agreement Documents.

4.5 **CONTROL OF THE PROJECT SITE**

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor must keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor must remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.

4.5.2 Contractor must take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures must be maintained at all times to the satisfaction of City and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor must maintain Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities, including without limitation compliance with the 2010 regulations governing implementation of the ADA to the extent applicable. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. Contractor is responsible for the coordination of all Work to minimize disruption to residents and the public.

4.5.4 Only materials and equipment used directly in the Work will be brought to and stored on the Site by Contractor. When equipment is no longer required for Work, it must be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

4.5.5 Contractor agrees all persons working on the Site must act at all times in the best interest of the Project and will comply with all applicable rules and regulations reasonably set forth by City related to the Site. Notwithstanding the foregoing or anything in this Agreement to the contrary, City may remove from the Site any individual who City deems in their reasonable discretion to be creating a disturbance or causing any problem on the Site.

4.5.6 Contractor will be responsible to City for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under an Agreement with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.5.7 City may conduct criminal, drive history, and all other requested background checks of Contractor and Subcontractor personnel performing Work or who have access to City's information, data, or facilities in accordance with City's current background check policies, or the provisions of the Project Specific Conditions. Any officer, employee or agent that fails to background check must be replaced immediately.

4.5.8 City will have a final authority, based upon security reasons: (i) to determine when

security clearance of Contractor's and Subcontractor's personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting personnel; and (iii) to determine whether or not any individual or entity may provide Services or perform Work under the Agreement.

4.5.9 If City objects to any personnel for any reasonable cause, then Contractor must, upon notice from City, remove such individual from the Project.

4.6 **PROJECT SAFETY**

4.6.1 The Project and all Work performed in relation thereto is governed by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.

b. Part 1910 and Part 1926 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

4.6.2 Contractor is responsible for safety of the job Site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the Site.

4.6.3 Contractor recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work and stored On-Site or Off-Site; and (iii) all other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (iv) the owners or tenants of adjacent property and their patrons, employees and invitees.

4.6.4 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.5 Contractor must provide a "competent person' as required by O.S.H.A regulations. The "competent person" must be identified at the Pre-Construction Conference with City advised in writing of any changes.

4.6.6 The "competent person" must make routine daily inspections of the Site and must hold weekly safety meetings with Contractor's personnel, Subcontractors and others as applicable.

4.6.7 Contractor and Subcontractors must comply with all legal and regulatory requirements relating to safety, as well as any City specific safety requirements set forth in the Agreement Documents, provided that such City-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.8 Contractor will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

4.6.9 Contractor's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.6.10 As between City and Contractor, Contractor is responsible to City for any and all the safety issues relating to the Work on the Project. Contractor must administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor must monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards. Contractor's responsibility for review, monitoring, and coordination of the Subcontractor's safety programs will not extend to direct control over execution of the Subcontractors' safety programs. Notwithstanding Contractor's safety obligations to City, it is agreed and understood that each individual Subcontractor will remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of other's work in areas designated to be controlled by such Subcontractor for purposes of workers compensation insurance coverage.

4.6.11 Nothing in this agreement will relieve Contractor of his responsibility to maintain traffic, structures, etc., as noted on the Plans, Specifications, and Project Specific Conditions. Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the Plans, Specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by Contractor's excavation, shoring, bracing, or under pinning must be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support will be included in the appropriate items listed in the Agreement Price, and no additional payment will be made for this work.

## 4.7 MATERIALS QUALITY, SUBSTITUTIONS, AND SHOP DRAWINGS

4.7.1 Quality Control and Quality Assurance Testing.

4.7.1.1 All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by City. Any material rejected by City must be removed immediately and replaced in an acceptable manner to City at no additional cost to City. When QC/QA tests indicate noncompliance with the Agreement Documents, retesting must be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.1.2 The Contractor must establish, provide, and maintain an effective Quality Control Testing Program (QCTP). The Contractor must develop his own program or procure the services of a consultant. In either case, the party performing the tests must be currently certified by the National Bureau of Standards in the National Voluntary Laboratory Accreditation Program (NVLAP) for construction services or the AASHTO Accreditation Plan (AAP) for Soils, Asphalt and Concrete. The Contractor must provide all support necessary to perform QC and QA testing and sampling (i.e. shoring for testing trench backfill, backhoes, motor graders, loaders, etc. to facilitate testing and sampling). The City will perform the QA testing.

4.7.1.3 The Contractor must submit a written QCTP to the City as a required submittal. The Contractor must not begin Work until the Quality Control Program has been reviewed and

accepted by the City. Resumes of all personnel that will be associated directly or indirectly with the QCTP must be included.

4.7.1.4 The QCTP must include, but not be limited to, on-site/field and laboratory testing of all material delivered to the Site and any existing materials or conditions pertinent to the project.

4.7.1.5 All testing must be under the direction of a Professional Engineer registered in the State of Arizona, knowledgeable in Materials Testing. All "Test Report" forms must be stamped by said Engineer.

4.7.1.6 The written QCTP will set forth the responsibilities of the engineer, project manager, supervisory personnel and each technician assigned to this project. Substitutions or replacement of personnel must require prior written approval by the City. All personnel must be proficient within their assigned duties and possess certification(s) commensurate with their position and responsibilities. The minimum certification(s) for each technician must be NICET Level II, Arizona Technical Testing Institute, American Concrete Institute, or other nationally recognized program applicable to the project and approved by the City of Chandler. The written QCTP must include a description of the required field and construction materials laboratory tests, including required frequencies that meet the minimums established herein.

4.7.1.7 The Contractor must establish a system to record and report all material test results. The daily test reports must include, but not be limited to:

a. Test designation;
b. Date of test;
c. Name of tester;
d. Location of test/sample (station and offset);
e. Product suppliers and product codes (as applicable);
f. Depth/elevation of test/sample;
g. Test result;
h. Control requirement(s);
i. Cause of rejection (if applicable);
j. Results of retests (if applicable); and
k. Remedial action (if applicable).

4.7.1.8 The Contractor must submit test results to the designated City representative.

4.7.1.9 The Contractor must also submit a weekly report to the City summarizing the testing and construction activities completed by emailing the report to the email addresses noted above. All weekly reports must be submitted simultaneously to the Contractor and the City of Chandler. The report must include individual summary sheets for each utility line, structure, and portion of the pavement section. Cores must be numbered sequentially throughout the Project. Re-cores must reference the original core by number and must contain the averaged values for thickness and density. Total pavement thickness must be reported**.** Vertical location of tests for underground utilities must indicate the depth of the

excavation at the location of the test (i.e., cut to flow line [if applicable], depth to bottom or top of pipe, etc.). Density tests must be numbered sequentially. If the minimum number of tests has not been performed per the written QCTP, this must be stated in the weekly summary report with an explanation of the circumstances.

4.7.1.10 The City will maintain a copy of the Project test results and weekly reports in the Project file. In cases where quality control activities do not comply with the Agreement provisions, the City may:

a. Order the Contractor to replace ineffective or unqualified quality control personnel.

b. Order the Contractor to stop operations until appropriate corrective action is taken.

4.7.1.11 Although minimum testing requirements are specified herein, the Contractor bears full responsibility for the quality of the materials and their installation and may elect to perform additional testing beyond the requirements set forth herein to ensure compliance.

4.7.1.12 The Quality Control requirements contained in this Section are in addition to and separate from Quality Assurance Testing, which will be performed by the City of Chandler or its representative. If the Quality Assurance test results are not in agreement with the Quality Control test results, the Contractor will have the option to retain a third party consultant for referee tests. The third party consultant must meet the same requirements as the consultant performing the Quality Control Testing. The results of the third party will be binding. All cost incurred by the referee testing will be the Contractor's expense. If the Contractor elects not to retain a third party for referee testing, the City of Chandler test results will prevail.

4.7.1.13 Except as otherwise noted within this Section, Work or materials required by this Section are non- pay items. Per MAG Section 101, a non-pay item is an item of Work for which no separate payment will be made, the cost of which is to be included as an incidental cost for associated item(s) included on the Bid Schedule or Schedule of Values.

4.7.2 Trade Names and Substitutions.

4.7.2.1 Substitutions prior to bid will only be considered if in compliance with Arizona Revised Statute § 34-104.

4.7.2.2 Contractor, if requested by City, must submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

4.7.2.3 City will make the final decision and will notify Contractor in writing as to whether the substitution has been accepted or rejected.

4.7.2.4 If City does not respond within 15 working days, Contractor must continue to perform the Work in accordance with the Agreement Documents and the substitution will be considered rejected.

4.7.3 Shop Drawings.

4.7.3.1 Contractor must prepare and submit Shop Drawings which show details of all Work to insure proper installation of the Work using those materials and equipment specified under the approved Plans and Specifications.

4.7.3.2 Contractor must submit a schedule of Shop Drawing submissions, which avoids bulk submissions to the extent reasonably possible, with the Project Schedule for City approval. The schedule of Shop Drawing submissions must include all of the items for which Shop Drawings are required by the Agreement Documents, including the Specifications. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications.

4.7.3.3 Shop Drawings must be numbered consecutively for each Specification section and must accurately and distinctly present the following:

a. All working and erection dimensions.

b. Arrangements and sectional views.

c. Necessary details, including complete information for making connections between work under this Agreement and work under other Agreements.

d. Kinds of materials and finishes.

e. Parts list and description thereof.

4.7.3.4 Each Drawing or page must include:

a. Project Name, City of Chandler Project Number and descriptions.

b. Submittal date and space for revision dates.

c. Identification of equipment, product or material.

d. Name of Contractor and Subcontractor.

e. Name of Supplier and Manufacturer.

f. Relation to adjacent structure of material.

g. Physical dimensions clearly identified.

h. ASTM and Federal Specifications references.

i. Identification of and justification for deviations from the Agreement Documents.

j. Contractor's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Agreement.

k. Location at which the equipment or materials are to be installed.

4.7.3.5 Location will mean both physical location and location relative to other connected or attached material. City will return unchecked any submittal, which does not contain complete data on the Work and full information on related matters.

4.7.3.6 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

4.7.3.7 Contractor must schedule, prepare and submit all Shop Drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project Site in a timely manner so as to not delay the complete performance of the Work.

4.7.3.8 If the Shop Drawings show departures from the Agreement requirements, Contractor must make specific mention thereof in the Letter of Transmittal; otherwise review of such submittals by City will not constitute review of the departure. Review of the Drawings will constitute review of the specific subject matter for which the Drawings were submitted and not of any other structure, material, equipment, or apparatus shown on the Drawings.

4.7.3.9 The review of Shop Drawings will be general and will not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Agreement. No construction called for by Shop Drawings will be initiated until such Drawings have been reviewed and approved by City.

4.7.3.10 The procedure in seeking review of the Shop Drawings will be as follows:

a. Contractor must submit complete sets of Shop Drawings and other descriptive data as specified in this Section.

b. After Contractor's submittal or resubmittal of Shop Drawings, if Contractor has submitted Shop Drawings in accordance with the City-approved submittal schedule, or upon resubmission, City will be provided with three (3) calendar weeks for review. Should City require additional review time above and beyond the three (3) calendar weeks, Contractor may ask for a time extension or monetary compensation, if they can present valid, factual evidence that actual damages were incurred by Contractor. City will determine the amount of the time extension or the monetary compensation to be awarded Contractor, if any, in accordance with City's Policy Statement for Calculating Delays and Damages, Appendix 1.

4.7.3.11 Contractor will be responsible for all extra costs incurred by City caused by Contractor's failure to comply with the procedure outline above.

4.7.4 Long Lead Time Items. Contractor must submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within 10 Days after the date of the executed Agreement letter issued by City. In addition, Contractor must order all long lead items to be furnished and installed as part of this Project within 3 Days after receiving approved Shop Drawings. For all long lead times for which Shop Drawings are not required, Contractor must order said long lead items within 15 Days after the date of the executed Agreement letter issued by City. Within 2 Days after ordering long lead items, Contractor must supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.7.5 Construction Water. If Contractor uses water from City's water system for construction water, Contractor must obtain a fire hydrant meter from City of Chandler Utility Services (480-782-2280) and all construction water must be obtained through the hydrant meter. Contractor must pay all fees related to the hydrant meter and all water bills for construction water. All cost for meters and construction water will be included in the Agreement Price.

## 4.8 PROJECT RECORD DOCUMENTS

4.8.1 During the construction period, Contractor must maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 Contractor must mark these Drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor must give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

a. Dimensional changes to the Drawings.

b. Revisions to details shown on Drawings.

c. Locations and depths of underground utilities.

d. Revisions to routing of piping and conduits.

e. Actual equipment locations.

f. Changes made by Change Order or Addendum.

g. Details not on original Agreement Drawings.

4.8.3 Contractor must mark completely and accurately Project Record Drawing sets of Construction Documents.

4.8.4 Contractor must mark Project Record Drawings sets with red erasable colored pencil.

4.8.5 Contractor must note Request for Information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

4.8.6 Contractor must submit Project Record Drawing sets and Shop Drawings to City or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from City, Contractor must correct any deficiencies and omissions to the Drawings and submit the final original of the Project Record Drawings to City prior to Final Payment.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and will be the sole judge of acceptance of these Drawings.

## 4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

4.9.1 Contractor warrants to City that the construction, including all materials and equipment furnished as part of the Work, will be new unless otherwise specified in the Agreement Documents, of good quality, and free of defects in materials and workmanship. Contractor's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the construction by persons other than Contractor, subcontractors, or others under Contractor's control. Nothing in this warranty will limit any manufacturer's warranty which provides City with greater warranty rights than set forth herein or in the Agreement. Contractor will provide City with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the Work. Contractor's warranty must be for one (1) year, in accordance with MAG Specification § 108.8, and will commence for all portions of the Work upon Final Acceptance of the entire Work as determined by City under the Agreement. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.

4.9.2 City May Stop the Work. If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, City may order Contractor to stop the

Work without cost to City, or any portion thereof, until the cause for such order has been eliminated; however, this right of City to stop the Work will not give rise to any duty on the part of City to exercise this right for the benefit of Contractor or any other party.

4.9.3 Correction or Removal of Defective Work.

4.9.3.1 If required by City, Contractor must promptly, without cost to City and as specified by City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the Site and replace it with non-defective Work. Contractor must correct any Work which may be displaced in correcting, removing or replacing defective Work. No compensation will be allowed Contractor for such removal, replacement or remedial Work. Contractor must reimburse City for costs incurred by City due to such correction or removal including but not limited to additional expenses for inspection, testing or observation and for repeated reviews by the City or Design Professional.

4.9.3.2 Upon failure on the part of the Contractor to comply within a reasonably prompt time with any written order of City to correct or remove defective Work, City has authority to cause nonconforming materials or rejected Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.4 City May Correct Defective Work. If Contractor fails within a reasonable time after written notice of City to proceed to correct defective Work or to remove and replace rejected Work as required by City or if Contractor fails to perform the Work in accordance with the Agreement Documents (including any requirements of the progress schedule), City may, after 7 Days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, City may exclude Contractor from all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor, but which are stored elsewhere. Contractor must allow City, city representatives, agents and employees such access to the Site as may be necessary to enable City to exercise City’s rights under this Section. All direct and indirect costs of City in exercising such rights will be charged against Contractor in an amount verified by City representative, and a Change Order will be issued incorporating the necessary revisions in the Agreement Documents and a reduction in the Agreement Price. Such direct and indirect costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor will not be allowed an extension of the Agreement Time because of any delay in Contractor’s performance of the Work attributable to the exercise by City or City's rights hereunder.

4.9.5 Correction or Removal of Unauthorized Work.

4.9.5.1 Any Work done beyond the lines and grades shown on the Drawings or established by the Design Professional or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the Contractor's expense.

4.9.5.2 Upon failure on the part of the Contractor to comply promptly with any order of the City,

City will have authority to cause unauthorized Work to be remedied, removed, or replaced at the Contractor's expense and to deduct the costs from any moneys due or to become due the Contractor.

4.9.6 Correction Period - One Year Guarantee.

4.9.6.1 If, within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement Documents, or by any specific provision of the Agreement Documents, any Work is found to be defective, Contractor must promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, must be paid by Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.2 If, in the opinion of the City, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operation of the City, the City will attempt to give the notice required by this Section. If the Contractor cannot be contacted or does not comply with the City's request for correction within a reasonable time as determined by the City, the City may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees required by this Section or elsewhere in the Agreement Documents.

4.9.6.3 This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The Contractor agrees to act as co-guarantor with such manufacturer or supplier and must furnish the City all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided for in this Section or elsewhere, will in any way limit the liability of Contractor or their sureties or insurers under the indemnity or insurance provisions of these General Conditions and the Project Specific Special Conditions.

4.9.7 Acceptance of Defective Work.

4.9.7.1 If, instead of requiring correction or removal and replacement of defective Work, City may accept Work when in the best interest of the City to do so with appropriate monetary credit from Contractor. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Agreement Documents, including appropriate reduction in the Agreement Price; or, if the acceptance occurs after final payment, an appropriate amount must be paid by Contractor to City.

4.9.7.2 Alternatively, City may require Contractor to furnish at Contractor's expense, a special performance guarantee or other surety prior to acceptance of defective work.

4.9.8 The Warranty period begins on the Final Acceptance date noted in the Certificate of Completion, irrespective of early completion by some Subcontractors of their work.

4.9.9 Contractor's warranty obligation must be in accordance with MAG Specifications.

4.9.10 Nothing in the warranties contained in the Agreement Documents are intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Agreement Documents. Contractor must provide City with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance.

4.9.11 Contractor agrees that it will be responsible to manage and administer the correction of any Work that is not in conformance with the Agreement Documents during the warranty periods set forth in this Section, or during any longer periods to the extent required by the Agreement Documents. A progress payment, or partial or entire use or occupancy of the Project by City, will not constitute acceptance of Work not in accordance with the Agreement Documents.

4.9.12 When notified of a warranty issue, Contractor must respond in writing within 48-hours and must perform warranty Work as soon as material for said repairs are available (as judged solely by City), and in any event Contractor must, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in City's written notification in accordance with the Agreement Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by City to be an emergency, City will notify Contractor, via the most expeditious means regarding the nature and condition of the defects. In turn, Contractor must immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Agreement Documents.

4.9.13 The time periods referenced in this Section apply only to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that City may have regarding Contractor's other obligations under the Agreement Documents.

4.9.14 Without limiting the foregoing or anything in these General Conditions or the Agreement to the contrary, Contractor must obtain and provide to City all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. City and the user of the facility will have the right to the full value and benefit of all such warranties. Contractor must ensure all such warranties are fully transferrable to facilitate the full value of this Section.

4.9.15 Contractor's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

4.9.16 In the event of any noncompliance with this entire Section 4, City may require Contractor to stop or suspend the Work in whole or in part.

## SECTION 5 - CITY RESPONSIBILITIES

### 5.1 CITY PROJECT MANAGER AND INSPECTORS

5.1.1 Project Manager is responsible for providing City-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Agreement Documents.

5.1.2 Project Manager will also provide Contractor with prompt notice when it observes any failure on the part of Contractor to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.1.3 City may utilize Field Inspectors to assist Project Manager during construction in observing performance of Contractor. City's use of Inspectors is for the purpose of assisting Project Manager.

5.1.4 The Inspectors are authorized to inspect all Work and materials furnished. Such inspections may extend to all or part of the Work and to preparation, fabrication or manufacture of the materials to be used. The Inspectors have the authority to issue instructions contrary to the Construction Documents if approved and coordinated with the directions of Project Manager.

5.1.5 The Inspectors have the authority to reject work or materials until any questions at issue can be decided by Project Manager.

5.1.6 The use of Inspectors by City will not make City responsible for or give City control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for Contractor's failure to perform the Work in accordance with Agreement Documents. The Inspectors are not authorized to direct any of Contractor's activities, employees or Subcontractors.

5.2 **DESIGN PROFESSIONAL SERVICES**

City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Agreement, as well as other firms hired by City may be furnished to Contractor. Contractor does not have the right to limit or restrict or reject any Agreement modifications that are mutually acceptable to City and Design Professional.

5.3 **CITY'S SEPARATE CONTRACTORS**

City is responsible for all work performed on the Project or at the Site by separate contractors retained by City. City will contractually require its separate contractors to reasonably cooperate with, and reasonably coordinate their activities so as not to interfere with Contractor in order to enable Contractor to timely complete the Work consistent with the Agreement Documents. Contractor must immediately notify the Project manager, and address the matter in the next monthly status report, if any activities of such separate contractors are expected to interfere, or are interfering, with Contractor and such interference will or could result in any delay in Contractor's performance of the Work.

5.4 **PERMIT REVIEW AND INSPECTIONS**

5.4.1 If requested by Contractor, Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

5.4.2 The regulating agencies of City, such as Development and Sustainability, Fire and Planning Departments, enforce legal requirements. The enforcement activities of City are independent and separate from this Agreement.

5.5 **PLANS AND SPECIFICATIONS TO THE CONTRACTOR**.

Contractor will be provided up to five copies of the Agreement Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished,

upon request, at the cost of reproduction.

## SECTION 6 - AGREEMENT TIME

### 6.1 AGREEMENT TIME

6.1.1 The Agreement Time will start with the Notice to Proceed ("NTP") and end with Final Acceptance.

6.1.2 Beginning on the date of the NTP, Contractor must begin to fulfill Contractor's obligations under the Agreement. Contractor's obligations include providing City and other agencies with any submittals required by the Project Specific Special Provisions, including but not limited to, an approved Project Schedule, Traffic Control Plans, and a Stormwater Pollution Prevention Plan. Contractor must submit all such required submittals before any physical construction work commences on the Site. NTP does not authorize construction work until all agreement insurance, bonds, and schedules are submitted to and accepted by the City.

6.1.3 The Agreement Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Acceptance within the Agreement Time.

6.1.4 Time is of the essence of this Agreement, for the Project, for the Work, and for each phase and designated Milestone thereof.

6.1.5 Failure of Contractor to perform any covenant or condition contained in the Agreement Documents within the time periods specified herein, will constitute a material breach of this Agreement entitling City to terminate the Agreement unless Contractor applies for and receives an extension of time, in accordance with the procedures set forth in the Agreement Documents.

6.1.6 Failure of City to insist upon the performance of any covenant or condition within the time periods specified herein, will not constitute a waiver of Contractor's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.1.7 City's agreement to waive a specific time provision or to extend the time for performance will not constitute a waiver of any other time provisions contained in the Agreement Documents. Failure of Contractor to complete performance promptly within the additional time authorized in the waiver or extension of time agreement constitutes a material breach of this Agreement entitling City to all the remedies set forth herein or provided by law.

### 6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule must be in Microsoft Project standard file format, must be updated and maintained throughout the Agreement Time, and must contain the following:

6.2.1.1 Detailed representation of all activities for the project, both on-site construction and major procurement. All significant activities together with the resource loading requirements for each and all items appearing on the schedule of values or bid schedule for progress payments must be shown on the Project Schedule or in attached transmittal letter as described in Section 6.2.8.

6.2.1.2 Dependencies between activities must be indicated so that it may establish as to the effect the progress of any one activity would have on other activities and on the Schedule.

6.2.1.3 Activities for submission, review, and approval of all required submittals.

6.2.1.4 An amount of time will be established prior to the final completion date for "punch list and cleanup". No other activities will be scheduled during this period. Punch list and cleanup must be shown on the Project Schedule and must be entirely completed prior to the expiration of the Agreement Time.

6.2.2 Within 10 Days of receipt of City's comments, Contractor must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to City for review. City's review of and response to the Project Schedule is for the purpose of: (1) City planning and staffing for the Project as may be required from time to time; (2) ensuring Contractor's general conformance with the scheduling requirements of the Agreement Documents and completion of the Project within the Agreement Time; and (3) monitoring and evaluating the construction status for purposes of approving monthly progress payments. Acceptance of a submitted schedule by City should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Agreement Time remains the obligation of Contractor. City's review does not relieve Contractor from compliance with the requirements of the Agreement Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.3 The Project Schedule must show milestones, including milestones for City-furnished information, and must include activities for City-furnished material and construction by other contractors when those activities are interrelated with Contractor activities.

6.2.4 The Project Schedule must be revised as required by conditions and progress of the Work, but such revisions do not relieve Contractor of its obligations to complete the Work within the Agreement Time, as adjusted in accordance with the Agreement Documents. No modification to the Agreement Documents or the Agreement Time will be effective unless approved in advance by City.

6.2.5 For all items of materials and equipment that are critical or may require long lead times to acquire, the Project Schedule must show dates for submission, review and approval of submittals, ordering, and delivery.

6.2.6 An updated Project Schedule must be submitted monthly to City as part of the Payment Request. The monthly submittal must include one full size plot of the entire schedule and one electronic copy containing the schedule in Microsoft Project standard file format. In addition, Contractor must, upon request by City, provide a copy of all submitted schedule data in electronic format which must be clearly labeled with the Project description, scheduling program name and version number, and schedule print/data date.

6.2.7 Contractor must provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Agreement Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Agreement Time.

6.2.8 With each Project Schedule submittal, Contractor must include a transmittal letter including the following:

a. Description of problem tasks, referenced to field instructions or requests for information (RFI's), as appropriate.

b. Current and anticipated delays including:

(i) Cause of the delay.

(ii) Corrective action and schedule adjustments to correct the delay.

(iii) Known or potential impacts and their delay on other activities, milestones, and their impact on the Substantial Completion and Final Acceptance dates.

(iv) Changes in construction sequence.

c. Pending items and status thereof including but not limited to:

(i) Time Extension requests;

(ii) Substantial Completion date status;

(iii) Final Acceptance date status.

d. If ahead of schedule, the number of calendar Days ahead.

e. If behind schedule, the number of calendar Days behind.

f. Other Project or scheduling concerns.

6.2.9 Critical Path Method (CPM).

6.2.9.1 Unless otherwise specified in the Agreement, the Project Schedule must include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.9.2 The CPM diagram schedule must be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram must be presented in a time scaled graphical format for the Project as a whole.

6.2.9.3 The CPM diagram schedule must indicate all relationships between activities.

6.2.9.4 The activities making the Project Schedule must contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluation the progress of the Work. Individual activities must not exceed 30 Days in length, in most cases.

6.2.9.5 The CPM diagram schedule must be based upon activities, which coincide with the Schedule of Values.

6.2.9.6 The CPM diagram schedule must show all submittals associated with each work activity and the review time for each submittal.

6.2.10 Float Time.

6.2.10.1 The total Float Time within the overall schedule is for the exclusive use of City, but City may approve Contractor's use of Float as needed to meet Agreement Milestones and

the Project completion date.

6.2.10.2 Contractor will not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Agreement Time.

6.2.11 City-Caused Delays. City-caused delays on the Project, if any, may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Agreement, approval of substitution requests and credit changes which result in savings of time to Contractor, etc.) In such an event, Contractor will not be entitled to receive a time extension or delay damages until all City-caused time savings are exceeded and the Agreement Time is also exceeded.

6.2.12 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation will be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless the rainfall during the construction of Work is unusually severe, was not reasonably anticipated, and the total rainfall was significantly in excess of the normal rainfall for the Project Site location. Normal rainfall for the Project will be determined from the 10-year average rainfall for the Site as measured by the National Oceanic and Atmospheric Administration or comparable source of reliable information for rainfall in Chandler, Arizona. In addition, the excessive rainfall must have actually impacted Work activities on the Critical Path and caused delay beyond any remaining Float at the time of the rain- caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor. All other provisions in the Agreement Documents relating to claims, including without limitation notice requirements, apply to any claim by Contractor for a rain delay.

6.2.13 City's "Policy Statement for Calculating Delays and Damages," Appendix 1 to these General Conditions, will apply to all claims of delay and delay damages.

6.2.14 Force Majeure. If Contractor is delayed or prevented from the performance of any Work required under this Agreement by reason of acts of God or other causes beyond the control and without fault of Contractor (financial inability excepted), performance of that Work will be excused, but only for the period of the delay. The time for performance of the Work will be extended for a period equivalent to the period of delay. In addition, the parties agree if Contractor's delayed or suspended performance directly arises out of or directly results from the COVID-19 pandemic, Contractor's delayed or suspended performance may be excused as set forth in this clause. Provided, however; Contractor must give the City written notice within 30 days of the occurrence of the event giving rise to COVID-19 pandemic related delayed or suspended performance. For COVID-19 pandemic related delay or suspended performance, the parties must agree in writing to the length of the excused delay or suspended performance. Further, Contractor must obtain the City's written approval to use any allowance established as part of the project for delays and costs related to the COVID-19 pandemic.

## 6.3 SUBSTANTIAL COMPLETION

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which City agrees in

writing to accept separately, is substantially complete, City will prepare and submit to Contractor a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of Contractor to complete all Work in accordance with the Agreement Documents.

6.3.2 Upon receipt of Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. Project Manager may, at Project Manager's sole option, be assisted in such inspection by the Design Professional for the Project. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Agreement Documents so that City can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor must, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager. In such case, Contractor must then submit a request for another inspection by Project Manager to determine Substantial Completion.

6.3.3 Certificate of Substantial Completion.

6.3.3.1 The Project Manager will not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Agreement Documents) is essentially and satisfactorily complete in accordance with the Agreement Documents, such that the Project is ready for use by City for its intended purpose, opening to the general public, full occupancy or use by City (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other Work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the Project Manager, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from City for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event will Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same will have also been approved and accepted by City, subject only to the Punch List items.

6.3.3.2 If requested by City, Contractor must complete and turn-over to City the Project on a phased basis. Each phase will have a separate inspection by the Project Manager, a Punch List generated, and then an inspection by City with final approval and acceptance only after the

Project Manager's Punch List.

6.4 **PARTIAL UTILIZATION**

6.4.1 City at City's option may use and occupy any substantially completed parts of the Work which has specifically been identified in the Agreement Documents, or which City, the Design Professional and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City for its intended purpose, without significant interference with Contractor's performance of the remainder of the Work, provided, however, if the portion of the Work to be used or occupied has not been found to be substantially complete, City must do so in accordance with Section 6.3 prior to such occupancy.

6.4.2 In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, City may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, City and Contractor agree in writing as to the division of responsibilities between City and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

6.4.3 Substantial Completion of or City's beneficial occupancy of a part of the Project will not alter the fact that the one-year warranty for the whole Project starts at the date of Final Completion of the whole Project.

6.5 **FINAL ACCEPTANCE**

6.5.1 Unless otherwise expressly agreed to in writing by City, Final Acceptance must be obtained by no later than 30 Days (60 Days for federally funded agreements) after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Agreement.

6.5.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, City and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There will be no partial acceptance. Final Acceptance will not occur until all items of Work, including Punch List Items, have been completed to City's satisfaction as reflected in the written Final Acceptance.

6.5.3 Final Payment will not be due, owing, or paid by City until Final Acceptance is issued.

6.5.4 Landscape Establishment Period. Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will begin on the date of Final Acceptance of the Project and will run 90 Calendar Days thereafter. Landscape Establishment Period requirements are detailed in General Conditions Appendices, attached herein.

6.6 **CONTINUATION OF WORK**

6.6.1 Permitting Contractor to continue and finish the Work or any part of it after the time fixed for its completion (whether milestone, phase, Substantial Completion or Final Acceptance) or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by City of any rights under the Agreement Documents, law or equity.

6.6.2 Furthermore, the timely completion of the Work being of the utmost importance under this Agreement, notwithstanding the existence of one or more disputes between the parties

concerning the scope of the Work, the Project Schedule, Agreement Time, payments or any other matter, and further notwithstanding a party's invocation of the Dispute Resolution provisions specified in Appendix 6 of these General Conditions, unless City suspends the Agreement or Contractor's performance pursuant to Section 10 of these General Conditions, Contractor will continue to prosecute the Work, including any Change Order work or Extra Work Orders, in a diligent and timely manner and not stop, slow down or impede by action or inaction the progress of the Work, including commencing performance of and thereafter completing any additional work called out in any Change Order or Extra Work Order issued by Project Manager with the approval of City, so long as City makes payment to Contractor in accordance with Section 8 of these General Conditions.

## SECTION 7 - AGREEMENT PRICE

### 7.1 UNIT PRICE AGREEMENTS

7.1.1 The Agreement Price for all Unit Price Agreements will be the amount set forth in the Agreement or Change Order multiplied by the verified quantity provided.

7.1.2 Measurements of quantities to determine the total Agreement Price must be in accordance with MAG Specification §§ 109.1 and 109.2.

7.1.3 The Unit Price may only be changed as set forth in Section 9 below.

### 7.2 CHANGE ORDERS

7.2.1 Unit Price Change Orders. The Change Order Price for all Unit Price Change Orders will be the amount set forth in the Change Order multiplied by the verified quantity provided.

7.2.2 Measurements of quantities to determine the total Change Order Price must be in accordance with MAG Specifications §§ 109.1 and 109.2.

7.2.3 The Unit Price may only be changed as set forth in Section 9 below.

7.2.4 MAG Specification § 109.4.1 is modified as follows: Before § 109.4.1, the following is added: Any deduction or increase in the Agreement Price must be supported by a signed, written Change Order fully executed by City, and supported by such backup as the Project Manager may require.

### 7.3 SALES TAX

Contractor is required to pay all applicable sales tax in accordance with the law of the state of Arizona and this cost must be included in all Agreement Prices. When equipment, materials or supplies generally taxable to Contractor are eligible for a tax exemption due to the nature of the Project, Contractor must assist City in applying for and obtaining such tax credits and exemptions which will be paid or credited to City.

## SECTION 8 - PAYMENT

### 8.1 PAYMENT FOR CONSTRUCTION SERVICES

8.1.1 Payment for the Work will be made in accordance with MAG Standard Specification § 109 as amended below.

8.1.2 Contractor must submit to City for review a completed Contractor Payment Request signed

by Contractor, covering the Work completed as of the date of the Request and accompanied by such supporting documentation as is required by the Agreement Documents and also as City may reasonably require. A Contractor Payment Request will not be considered complete unless it is accompanied by an updated Project Schedule and a certification that the on-site, red lined, as built Drawings are up to date. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably, securely stored at the Site or at another location (such as a bonded warehouse) agreed to in writing, the Contractor Payment Request must also be accompanied by such data, satisfactory to City, as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Contractor Payment Request must include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior Contractor Payment Requests.

8.1.3 Except for Work performed under a JOC Agreement, the Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the Agreement in accordance with Arizona Revised Statutes Section 34-221 or 34-607. The Contractor may elect to deposit securities in lieu of retention in accordance with Arizona Revised Statutes Section 34-221, Paragraph C.5. or 34-607, Paragraph B.5.

8.1.4 The payment process functions as follows: Prior to the payment cycle date, Contractor must send a draft Contractor Payment Request to Project Manager. The Project Team will review the Request and agree upon any necessary adjustments. Contractor must certify the final Request by signing and returning to Project Manager.

8.1.5 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-609(B)(3), subject to all of City’s rights to withhold or offset payments, and other rights of City, under the Agreement.

8.1.6 City reserves the right under A.R.S. § 34-609(B)(3) to reinstate the ten percent (10%) retention if City determines that satisfactory progress is not being made.

8.1.7 Contractor’s Warranty of Title.

8.1.7.1 Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Contractor Payment Request, whether incorporated in the Project or not, will pass to City at the time of payment, free and clear of all liens, claims, security interests, and encumbrances, provided that this will not preclude the Contractor from installing metering devices or other equipment of utility companies or municipalities, the title of which is commonly retained by the utility company or municipality.

8.1.7.2 No materials, supplies, or equipment for the Work under this Agreement will be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein, or any part thereof, is retained by the seller or supplier.

8.1.7.3 Nothing contained in this Section will defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Section must be inserted in all subcontracts and material agreements, and notices of its provision must be given to all persons furnishing materials for the Work when no formal agreement is entered into for such materials.

8.2 **PAYMENT UPON SUBSTANTIAL COMPLETION**

8.2.1 No payment will be made upon Substantial Completion, except for a regularly-scheduled monthly progress payment, as allowed by Section 8.2.2.

8.2.2 No further payments will be made to Contractor until Final Acceptance.

8.3 **FINAL PAYMENT**

8.3.1 Subject to all of City's rights to withhold or offset payment, and other rights under the Agreement, Final Payment including remaining retainage will be paid only after:

a. Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by City;

b. Necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, acceptable sewer video results (if applicable), and complete "as-built" Drawings (including the Building Information Model, if required by the Agreement Documents) have been delivered to City, as specified in this Section 8.3;

c. Full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor;

d. All conditions and requirements imposed by City or any financing entity for the corresponding disbursement have been met; and

e. Contractor delivers to City a Contractor Payment Request requesting Final Payment.

8.3.2 Contractor must also submit a signed copy of Contractor's Affidavit Regarding Settlement of Claims, Appendix 3 to these General Conditions, and Certificate of Completion, Appendix 7 to these General Conditions, prior to Final Payment.

8.3.3 In addition, if required under the Project Specific Special Provisions, Contractor must compile a complete equipment list and maintenance manual to be submitted to City as a precondition to Final Payment. The list must include the following items for all equipment supplied under the Plumbing, Electrical, Air Conditioning, Elevator, and other Special Equipment Specifications:

a. Name, Model and Manufacturer.

b. Complete parts lists and Drawings.

c. Local source of supply for replacement parts along with suppliers' telephone numbers.

d. Local service organizations serving the equipment and their telephone numbers.

e. All tags, inspection slips, instruction packages, etc., removed from equipment must be properly identified as to pieces of equipment from which they were taken.

8.3.4 Contractor must also deliver to City, prior to Final Payment, one (1) digital (in the format specified by City), and if requested by City, one (1) hard copy, of any applicable Maintenance manuals. Each manual must include all manufacturer's operation and maintenance instructions and "as-built" Drawings with the list herein specified. It must also include all other diagrams and instructions necessary to properly operate and maintain the equipment, the name, address and telephone number of Contractor and all Subcontractors involved.

8.4 **CITY'S RIGHT TO WITHHOLD PAYMENT**

City may withhold payment to such extent as may be necessary in City's opinion to protect City from loss for which Contractor is responsible, including, without limitation, if any of the following conditions exist:

a. Defective Work not remedied;

b. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to City is provided by Contractor;

c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Price;

e. Damage to City or another Contractor;

f. Reasonable evidence that the Work will not be completed within the Agreement Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

g. Failure to carry out the Work in accordance with the Agreement Documents; or

h. Contractor is in default of any of its other obligations under the Agreement Documents.

8.5 **JOINT/DIRECT CHECKS**

To promote the timely completion and progress of the Work or when appropriate and necessary, payments to Contractor may be made jointly to Contractor and its employees, agents, Subcontractors and suppliers, or any of them. For federally funded agreements, see federal provisions for additional requirements for the joint check process.

8.6 **PAYMENT NOT A WAIVER**

No payment (nor use or occupancy of the Project by City) will be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of City.

8.7 **LIENS AND BOND CLAIMS**

Contractor must make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and must promptly furnish evidence of such payments as City may require. Contractor must pay when due all claims arising out of performance of the Work covered by this Agreement for which a lien may be filed either against the real estate or leasehold interest of City, or against payments due from City to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of City,

against payment due from City to Contractor, or against any payment or performance bond, must be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Agreement, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within 10 Days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless City from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.8 **FINANCIAL RECORDKEEPING AND CITY'S AUDIT RIGHT**

8.8.1 Records for all Agreements between City and Contractor must, upon reasonable notice, be open to inspection and subject to audit, scanning, and reproduction during normal business working hours. Such audits may be performed by any City's representative or any outside representative engaged by City for the purpose of examining such records. City or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of five years after Final Payment or longer if required by law. City's representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, Subcontractors, and vendors.

8.8.2 Contractor's "records" must include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Agreement Document. Such records must include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to City or the Project in connection with Contractor's dealings with City or the Project (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

a. Compliance with Agreement requirements for deliverables;

b. Compliance with approved Plans and Specifications;

c. Compliance with § 14.9 below;

d. Compliance with Agreement provisions regarding the pricing of Change Orders;

e. Accuracy of Contractor representations regarding the pricing of invoices; or

f. Accuracy of Contractor representations related to claims submitted by

Contractor or any of their employees.

8.8.3 Contractor must require all payees (examples of payees include Subcontractors, Suppliers, Insurance Carriers, etc.) to comply with the provisions of this Section by including the requirements hereof in a written agreement between Contractor and payee. Contractor will ensure that all payees (including those entering into lump sum agreements) have the same right to audit provisions contained in this Agreement included in their agreements with Contractor.

8.8.4 City's authorized representative(s) (including, without limitation, Project Manager) must have reasonable access to Contractor's facilities, must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement and must be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.

8.8.5 If an audit inspection or examination in accordance with this Section, discloses overpricing or overcharges to City (of any nature) by Contractor or Contractor's Subcontractors in excess of $100,000 in addition to making adjustments for the overcharges, the reasonable actual cost of City's audit must be reimbursed to City by Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of Contractor's invoices or records must be made within a reasonable amount of time (not to exceed 90 Days) from presentation of City's findings to Contractor.

8.8.6 In addition to the normal paperwork documentation Contractor typically furnishes to City, Contractor agrees to furnish, upon written request from City, any of the documentation necessary for City to exercise its audit rights under this Section 8.8 in computer readable file formats (Word, Excel, or .pdf), as City may designate.

8.8.7 City, its authorized representative, and the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at City's discretion, within three (3) years of Final Acceptance of the Work.

## SECTION 9 - CHANGES TO THE AGREEMENT

9.1 **FIELD ORDERS**

City may authorize minor changes in the Work not involving an adjustment in the Agreement Price or the Agreement Times, which are consistent with the overall intent of the Agreement Documents. These may be accomplished by a written Field Order on the standard form approved and executed by City. Such Field Orders must be binding and Contractor must perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Agreement Price or Agreement Time, Contractor may make a claim therefor as provided in Section 7.2.

9.2 **EXTRA WORK/CHANGES IN THE WORK**

9.2.1 City reserves the right to make such changes in the Plans and Specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order must be deemed a part of this Agreement as if originally incorporated herein.

9.2.2 In the event City and Contractor cannot agree on the terms of a Change Order, or when circumstances otherwise require, the Project Manager has the authority to direct the Contractor to perform extra work, if the work in question is an item not provided for in the

Agreement as awarded. The Project Manager will have the authority to determine, based upon factual evidence presented by the Contractor, whether the work in question is an item not provided for in the Agreement as awarded. If the Project Manager directs the Contractor to perform extra work, the Project Manager's instructions will include a price that the Contractor cannot exceed in charging the City for the extra work. Upon receipt of the Project Manager's directions to perform extra work, the Contractor must promptly proceed with the extra work and document the actual cost thereof. Contractor's right to payment for extra work will be determined under Subsection 9.2.4 below. The Contractor is responsible to manage the extra work to ensure that the price limits set by the Project Manager are not exceeded. Contractor must perform the extra work and submit documentation for the actual cost of the extra work to the City. A Change Order will be issued to cover this work.

9.2.3 Contractor will not be entitled to payment for extra work unless a written Change Order, in form and content prescribed by City, has been executed by City. On all requests for Change Orders, Contractor must specify the increased or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order. If extra work is performed under Subsection 9.2.2 above, a corresponding Change Order will be prepared, approved and processed by City before payment can be made to Contractor.

9.2.4 In general, pricing for Change Orders will include the same mark-up percentages that were in effect when the Agreement was awarded. The cost or credit to the City resulting from a change in the Work is subject to Appendix 1 (Policy Statement for Calculating Delays and Damages) and will be determined, based on the type of pricing for the Agreement involved, as follows:

a. By mutual acceptance of a lump sum properly itemized in a form acceptable to City;

b. By unit prices stated in the Agreement Documents;

c. When the City determines that a Unit Price Book Job Order associated with a Job Order Agreement requires a Change Order, by using the same Total Cost Data and CCI that are in effect when the Change Order is anticipated to be issued; or

d. By actual cost and a percentage fee covering overhead and profit, as follows:

(i) Contractor will perform the extra work and be compensated for actual cost of labor, materials and equipment.

(ii) Contractor will have the right to add the fee percentage applicable to the Work under the Agreement, or if no such fee has been agreed to by the parties, not more than five percent (5%) to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage will include all of Contractor's charges for overhead, profit, administration and supervision.

(iii) Contractor or Subcontractor will have the right to add the fee percentage applicable to Work under the Agreement for self-performed extra work, or if no such fee has been agreed to by the parties, Contractor's or Subcontractor's maximum total allowable additions for overhead, profit, administration and supervision will

not exceed ten percent (10%) of actual verifiable labor, materials and equipment for such self- performed extra work.

9.2.5 Any agreement which modifies the terms of the Agreement (including Change Orders) will be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Agreement will have the same effect as if they had been included in the original Agreement.

9.3 **ACCURACY OF CHANGE ORDER PRICING INFORMATION**

9.3.1 Subject to Sections 9.3.2 through 9.3.4, signature by the contracting parties constitutes full accord and satisfaction between City and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Agreement agreed to in writing.

9.3.2 Accurate Change Order Pricing Information: Contractor agrees that it is responsible for submitting accurate cost and pricing data to City to support its Fixed Price, Unit Price, or Cost Plus Change Order Proposals or other Agreement Price adjustments under the Agreement. Contractor further agrees to submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Agreement with respect to pricing of change orders. Contractor agrees that any "buy-out savings" on Change Orders will accrue 100% to Owner. "Buy-out savings" are defined as any savings negotiated by the Contractor with a Subcontractor or a Material Supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or Supplier for the Approved Change Order work.

9.3.3 Right to Verify Change Order Pricing Information: Contractor agrees that City, through its designated representative, will have the right to examine, copy, and scan the records of the Contractor, Subcontractor or Sub-Subcontractor's records (during the Agreement period and up to three years after final payment is made on the Agreement) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals or claims. Contractor agrees that if City determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Agreement regarding pricing of Change Orders, an appropriate Agreement Price adjustment will be made. Such post-approval Contact Price adjustments will apply to all levels of contractors and Subcontractors and to all types of Change Order proposals, specifically including Fixed Price, Unit Price, and Cost Plus Change Orders.

9.3.4 Requirements for Detailed Change Order Pricing Information: Contractor agrees to provide a detailed breakdown of allowable labor and labor burden cost (i.e., base wage rate of applicable classifications of workers, payroll taxes, and insurance and benefits costs). This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. Information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor rate cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

9.4 **EMERGENCIES**

In any emergency affecting the safety of persons or property, Contractor will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Agreement Price or Agreement Time resulting from emergency work will be determined as provided in this Section.

9.5 **DIFFERING SITE CONDITIONS**

9.5.1 If Differing Site Conditions are encountered at the Project Site, then notice by the observing party must be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than 14 Days after first observance of the conditions. City will promptly investigate such conditions and, if City determines that Differing Site Conditions exist and they materially cause an increase in the cost of, or time required for, performance of any part of the Work, Contractor will be entitled to equitable adjustment in the Agreement Price or Construction Schedule (and other time requirements), or both. If it is determined by City that the conditions at the Project Site are not Differing Site Conditions and no change is justified, then City will so notify Contractor in writing, stating the reasons. Claims in opposition to such determination must be made within 14 Days after City has given notice of its decision. If City and Contractor cannot agree on an adjustment in the Agreement Price or Construction Schedule (and other time requirements), the adjustment may be submitted to dispute resolution as provided these General Conditions.

9.6 **CHANGES IN LAWS, REGULATIONS, OR LEGAL REQUIREMENTS OR TAXES**

In the event of a material change in applicable Laws, Regulations, or Legal Requirements, or taxes subsequent to the date of the Agreement by the parties, Contractor may be entitled to a Change Order, in City's discretion, to the extent Contractor can document to the satisfaction of City that such change significantly increases Contractor's actual cost of performance of the Work.

## SECTION 10 -SUSPENSION AND TERMINATION

10.1 **SUSPENSION**

City may suspend the Agreement and Contractor's performance in accordance with MAG Specifications § 105.1 and 108.7.

10.2 **TERMINATION BY THE CITY FOR CAUSE**

10.2.1 MAG Specifications § 108.11 applies to the Agreement.

10.2.2 City may also terminate the Agreement if City determines, in its sole discretion that Contractor has:

a. After prior written notice, refused or failed to supply enough properly skilled workers or proper materials;

b. After prior written notice, failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;

c. After prior written notice, disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

d. After prior written notice, repeatedly failed to comply with written directives from City;

e. Is adjudged as bankrupt or insolvent;

f. Made a general assignment for the benefit of creditors;

g. Appointed a trustee or receiver for itself or any of its property;

h. Filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; or

i. Otherwise breached a provision of the Agreement Documents or any other Agreement between City and Contractor.

10.2.3 When any of the above reasons exist, City may terminate the Agreement, without prejudice to any other rights or remedies of City, after giving Contractor and Contractors' surety, if any, 7 Days written notice of City's intent to terminate the Agreement and Contractor's failure to cure any such reasons. Upon such termination, City may: (1) take possession of the Site and of all materials thereon owned by Contractor; or (2) finish the Work by whatever reasonable method City may deem expedient. When City terminates the Agreement for one of the reasons state above, Contractor will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Agreement Price existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by City, such excess will be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor must pay the difference to City. This obligation for payment will survive termination of the Agreement.

10.3 **TERMINATION BY CITY FOR CONVENIENCE**

City may also terminate the Agreement at any time for its convenience upon 7 Days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, City will pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Agreement, no further payments will be due from City to Contractor.

10.4 **A.R.S. § 38-511**

The Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

## SECTION 11 -INSURANCE AND BONDS

11.1 **INSURANCE REQUIREMENTS**

11.1.1 After Agreement award, the Contractor must furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement may not be deemed to apply to required Worker's Compensation coverage.

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

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

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

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

11.1.6 Use of Subcontractors: If any Work is subcontracted in any way, the Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

11.2 **MINIMUM SCOPE AND LIMITS OF INSURANCE**

11.2.1 The Contractor must provide coverage with limits of liability not less than those stated below.

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

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

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

11.2.1.4 Builders' Risk/Installation Floater Insurance. The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the Agreement Price and all subsequent modifications. The Contractor's Builders'

Risk/Installation Floater insurance must be primary and not contributory.

a. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any Project property or equipment is in transit, off Site, or while on Site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the Site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

b. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor- Builders' Risk/Installation Floater insurance described herein.

c. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.

d. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.

e. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of Subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 Days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.

f. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.

g. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Agreement, waived against the City, its officers, officials, agents and employees.

h. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

11.2.1.5 Pollution Liability Insurance (Including Errors and Omissions). For Job Orders, Pollution Liability Insurance is only required if applicable and determined on a project specific basis. Contractor must maintain Pollution Liability Insurance with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate for losses caused by pollution conditions including coverage for bodily injury, property damage, defense costs, clean-up costs, and completed operations that arise from the operations of Contractor as described in this Agreement.

a. The policy must provide for complete professional service coverage, including coverage for pollution liability that is a result of a breach of professional duties.

b. The policy must provide for protection again claims for third-party bodily injury, property damage, or environmental damage caused for pollution conditions resulting from general contracting activities for which Contractor is legally liable.

c. The policy must provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

d. Completed Operations Coverage must be kept in place for up to the statute of repose.

e. The policy must be endorsed to include the following additional insured language: “City, its elected officials, trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of Contractor”.

f. If Work under this Agreement requires the transportation of any hazardous material or regulated substances, Contractor must carry Auto Liability with a CA 9948 endorsement or equivalent.

g. If Work under this Agreement requires the disposal of any hazardous materials from the job site, Contractor must obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate.

11.3 **ADDITIONAL POLICY PROVISIONS REQUIRED**

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

11.3.2 The Contractor’s insurance must contain broad form contractual liability coverage.

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

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

11.3.5 Coverage provided by the Contractor must not be limited to the liability assumed under the

indemnification provisions of this Agreement.

11.3.6 The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

11.3.7 The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the required Additional Insureds set forth herein.

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

11.3.9 Insurance Cancellation During Agreement Term.

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

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

11.3.10 City as Additional Insured. The above-referenced policies are to contain, or be endorsed to contain, the following provisions:

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

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

## 11.4 BONDS AND OTHER PERFORMANCE SECURITY

11.4.1 After Agreement award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Agreement Price.

11.4.2 Each such bond must be executed by a surety company or companies holding a Certificate

of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

11.4.3 The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.,* as in Appendices 4 and 5 of these General Conditions.

11.4.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

11.4.5 All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

11.4.6 Personal or individual bonds are not acceptable.

11.4.7 If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, or Contractor's right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Section 11.4, Contractor must within 5 Days thereafter substitute another Bond and surety, both of which must be acceptable to City.

## SECTION 12 - INDEMNIFICATION

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

## SECTION 13 -DISPUTE RESOLUTION

13.1 All disputes arising out of or relating to the Agreement, the Work or the Project, other than termination under Section 10, will be resolved pursuant to the Dispute Resolution process set forth in Appendix 6 of these General Conditions, and not pursuant to MAG Specifications § 110.

13.2 Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations under the Agreement until such dispute is resolved.

13.3 Notwithstanding any other provision in this Agreement, City has the right to immediately file in court and pursue an action for a temporary restraining order and injunctive relief against Contractor if City determines that such action is necessary to protect its interests under the Agreement, to obtain specific performance of any provision of the Agreement, to advance the completion of the Project, or to protect health, welfare and safety.

## SECTION 14 - MISCELLANEOUS PROVISIONS

### 14.1 AGREEMENT DOCUMENTS

14.1.1 The Agreement Documents are intended to permit the parties to complete the Work and all obligations required by the Agreement Documents within the Agreement Times for the Agreement Price. The Agreement Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

14.1.2 It is the intent of the Agreement Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Agreement Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Agreement Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided by Contractor whether or not specifically called for at no additional cost to City.

14.1.3 The Agreement Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Agreement Documents), Contractor's Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to Agreement award) when attached as an exhibit to the Agreement, the accepted Project Schedule, the Notice to Proceed, the Performance Bond, the Payment Bond, Project Design, Engineering and Specifications, these General Conditions, the Project Specific Special Provisions, Technical Specifications, Agreement Drawings, as the same may be more specifically identified in the Agreement, Change Orders, Work Change Directives, Field Orders and the written interpretations and clarifications of the Design Professional or City representative and Modifications issued after execution of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Agreement Documents.

14.1.4 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as follows from highest to lowest: Change Orders, Addenda, Agreement, Project Specific Special Provisions, General Conditions, Technical Specifications, Drawings/Plans, Chandler Amendments to MAG Standard Specifications and Chandler Standard Details, and MAG Uniform Standard Specifications and Details for Public Works Construction. If applicable to this Agreement, Federal Provisions prevail.

14.1.5 On the Drawings, given dimensions will take precedence over scaled measurements and large scale drawings over small-scale drawings.

14.1.6 Clarifications and interpretations of the Agreement Documents will be issued by the Design Professional through the City.

14.1.7 The headings used in this Agreement or any other Agreement Documents, are for ease of reference only and must not in any way be construed to limit or alter the meaning of any provision.

14.1.8 The Agreement Documents form the entire agreement between City and Contractor. No oral representations or other agreements have been made by the parties except as specifically stated in the Agreement Documents.

14.1.9 The Agreement Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

14.1.10 Re-Use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, supplier or distributor will have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they must not re-use any of them on extensions of the Project or any other project without written consent of City and the Design Professional and specific written verification or adaptation by the Design Professional.

14.2 **REFERENCE STANDARDS**

14.2.1 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, will mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Agreement Documents.

14.2.2 The provisions of any such standard, specification, manual or code, or any instruction of a Supplier will not change the duties or responsibilities of City, Contractor, Design Professional or Project Manager, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Agreement Documents, nor will any such provision or instruction assign to City, Contractor, Design Professional, or any of their agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Agreement Documents.

14.3 **COMPLIANCE WITH ARIZONA LAW AND FEDERAL LAW**

14.3.1 Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") must comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A).

14.3.2 A breach of the Contractor Immigration Warranty constitutes a material breach of this Agreement and subject to penalties up to and including termination of this Agreement.

14.3.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

14.3.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

14.3.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

## 14.4 HAZARDOUS ENVIRONMENTAL CONDITIONS

14.4.1 Contractor will not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Agreement Document to be within the scope of the Work. Contractor will be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

14.4.2 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition. Contractor must immediately:

a. Secure or otherwise isolate such condition;

b. Stop all Work in connection with such condition and in any area affected thereby; and

c. Notify City and promptly thereafter confirm such notice in writing.

14.4.3 City will promptly retain a qualified expert to evaluate such condition or take corrective action, if any.

14.4.4 Contractor will be responsible for any and all civil or criminal penalties, fines, damages, or other charges imposed by any regulatory agency or court for sewage discharges that are in violation of applicable statutes and laws and that are a result, direct or indirect, of work performed under this Agreement. Contractor will also be responsible for reimbursement to City for administration, reporting, and tracking expenses required as a result of any spill event. In the event the regulatory agency or court imposes a probationary period, Contractor must post bond for the probationary period to ensure that all such costs are reimbursed to City. This responsibility will apply whether penalties are imposed directly on Contractor or any of its Subcontractors, or the City of Chandler. Contractor must defend and indemnify City against such penalties. Regulatory agencies may include, but are not limited to, the Arizona Department of Environmental Quality (ADEQ) and the United States Environmental Protection Agency (USEPA).

## 14.5 COOPERATION AND FURTHER DOCUMENTATION

Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of the Agreement Documents.

14.6 **ASSIGNMENT**

Neither Contractor nor City will, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Agreement Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Agreement.

14.7 **SUCCESSORS**

Contractor and City intend that the provisions of the Agreement Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.8 **LAWFUL PRESENCE**

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

14.9 **NO BOYCOTT OF ISRAEL CERTIFICATION**

By Contractor's signature on this Agreement, Contractor certifies under A.R.S. § 35-393.01 that Contractor is not currently engaged in and for the duration of this Agreement will not engage in a boycott of Israel.

14.10 **NO THIRD PARTY BENEFICIARY**

Nothing under the Agreement Documents will be construed to give any rights or benefits in the Agreement Documents to anyone other than City and Contractor, and all duties and responsibilities undertaken pursuant to the Agreement Documents will be for the sole and exclusive benefit of City and Contractor and not for the benefit of any other party, unless otherwise expressly set forth in the Agreement Documents.

14.11 **GOVERNING LAW AND VENUE**

The Agreement and all Agreement Documents will be deemed to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any court action to enforce any provision of the Agreement or to obtain any remedy with respect hereto must be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

14.12 **SEVERABILITY**

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

14.13 **LEGAL REQUIREMENTS**

At all times relevant to its entry into this Agreement and performance of the Services and the Work, Contractor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project, and the Agreement, including, without limitation, those set

forth on Exhibit C of the Agreement.

14.14 **PARTIAL INVALIDITY**

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.15 **ATTORNEYS' FEES**

Should either party to the Agreement bring an action to enforce any provision of the Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs in connection therewith.

14.16 **CONFLICT OF INTEREST**

14.16.1 Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of the Agreement. Further, Contractor agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if Contractor gains such interest during the course of this Agreement. If Contractor gains financial or economic interest in the Project during the course of this Agreement, this may be grounds for terminating this Agreement. Any decision to terminate the Agreement must be at the sole discretion of City.

14.16.2 Contractor will not engage the services on this Agreement of any present City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Agreement Modifications for this Agreement.

14.16.3 Contractor agrees that it will not perform services on this Project for a contractor, subcontractor, or any supplier, not covered under this Agreement.

14.17 **INDEPENDENT CONTRACTOR**

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

14.18 **NOTICE OF INJURY**

Should City or Contractor suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim must be made in writing to the other party within 7 Days of the first observance of such injury or damage.

14.19 **CONFIDENTIALITY**

Contractor, for the benefit of City, hereby agrees it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, any statement regarding, or any other public announcement or disclosure or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the specific terms and conditions of this Agreement or any comment relating to the Project or the Site. Notwithstanding the foregoing, Contractor will be entitled to disclose the terms of the Agreement to the extent required by law or in the course of enforcing or defending a claim or action hereunder. Contractor must give City reasonably prompt notice of any disclosure or statement made pursuant to this provision.

14.20 **DATA CONFIDENTIALITY**

14.20.1 As used in the Agreement, "data" means all information, whether written or verbal, including plans, specifications, renderings, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the City in the performance of this Agreement.

14.20.2 Contractor agrees that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to City in connection with the Contractor's performance of this Agreement is confidential and proprietary information belonging to City.

14.20.3 Except as specifically provided in this Agreement, Contractor or its Subcontractors must not divulge data to any third party without prior written consent of City. Contractor or its Subcontractors must not use data for any purposes except to perform Work required under this Agreement. These prohibitions will not apply to the following data provided Contractor has first given the required notice to City:

a. Data which was known to Contractor or its Subcontractors prior to its performance under this Agreement unless such data was acquired in connection with Work performed for City;

b. Data which was acquired by Contractor or its Subcontractors in its performance under this Agreement and which was disclosed to Contractor or its Subcontractors by a third party, who to the best of Contractor's or its Subcontractor's knowledge and belief, had the legal right to make such disclosure and Contractor or its Subcontractors are not otherwise required to hold such data in confidence; or

c. Data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its Subcontractors are subject.

14.20.4 In the event the Contractor or its Subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its Subcontractors became privy as a result of any other agreement with City, the Contractor must first notify City as set forth in this Section of the request or demand for the data. The Contractor or its Subcontractors must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure.

14.20.5 Unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by City, the Contractor must promptly deliver, as set forth in this Section, a copy of all data to City. All data will continue to be subject to the confidentiality agreements of this Agreement.

14.20.6 Contractor or its Subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agree to compensate City if any of the provisions of this Section are violated by Contractor, its employees, agents, or Subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justified injunctive relief in court. Contractor agrees that the requirements of this Section will be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this

Agreement without notice.

14.21 **SURVIVAL**

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

14.22 **COVENANTS AGAINST CONTINGENT FEES**

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

14.23 **NO WAIVER**

The failure of either party to enforce any of the provisions of the Agreement Documents or to require performance of the other party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor will it affect the validity of the Agreement Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.24 **NONEXCLUSIVE REMEDIES**

The remedies set forth in this Agreement are cumulative and not exclusive, and failure to exercise any remedy (including, without limitation, any right to terminate) will not preclude any party from exercising any other right in seeking any other remedy available to it at law or in equity.

14.25 **PROJECT COMMUNICATIONS**

14.25.1 All communications concerning the performance of the Work or the Project will be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Agreement. City may change the designated Project Manager and, subject to Section 4.4.20 of these General Conditions, Contractor may change Contractor Representative, by written notice to the other.

14.25.2 Project communications may be exchanged by e-mail, but email communications cannot change the terms of the Agreement or the Scope of Work, or effectuate any change that requires a written Change Order.

14.25.3 When any provisions of the Agreement Documents requires Contractor or the Design Professional to give written notice to City, it will be deemed to have been validly given if delivered in person or if delivered at or sent by registered or certified mail, postage prepaid, to the Parties indicated in Agreement Article 1, incorporated by reference.

14.25.4 When any provisions of the Agreement Documents requires City, Project Manager, or the Design Professional to give written notice to Contractor, it will be deemed to have been validly given if delivered in person to the person designated in the Agreement Documents as Contractor's Resident Superintendent, or if delivered at or sent by registered or certified mail, postage prepaid, to Contractor at the last address in the Agreement Documents or such substitute address which Contractor designates in writing, or to the business address known to the giver of notice.

14.26 **DRUG FREE WORKPLACE PROGRAM**

14.26.1 City has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with City, to ensure the safety and health of employees working on City projects.

14.26.2 Contractor must require a drug free workplace for all employees working under the Agreement. Specifically, all employees of Contractor who are working under an agreement with City must be notified, in writing, by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

14.27 Failure to require a drug free workplace in accordance with the City's policy may result in termination of the Agreement and possible debarment form bidding on future City projects.

## SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED AGREEMENTS, CHANGE ORDERS, AND JOB ORDERS

15.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Section 2 apply to GMP and Cost-Based Agreements, Change Orders, and Job Orders, together with the additional definitions set forth below.

Baseline Cost Model –
A breakdown and estimate of the scope of the Project developed by CM@Risk pursuant to Section 17.5 of these General Conditions.

CM@Risk or Construction Manager at Risk –
The person or firm selected by City to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Agreement with City. In these General Conditions, the term "Contractor" includes CM@Risk under both Pre-Construction and Construction Services Agreements.

CM@Risk Fee or Contractor's Fee –
An agreed to percentage in an accepted GMP that represents the Contractor's fee for performance of the Work.

Agreement Documents –
Where compensation under the Agreement is based upon a GMP accepted by City, the term "Agreement Documents" also includes the accepted GMP Proposal.

Agreement Price –
Where compensation under the Agreement based upon a GMP accepted by City, the term "Agreement Price" refers to the GMP.

Cost-Based Agreement, Change Order, or Job Order –
A Agreement, Change Order, or Job Order where the Agreement Price is based upon the actual cost of performing the Work, subject to the terms of the Agreement Documents, including this Section 15. These would include those generally referred to as "Cost of the Work plus a Fee with a GMP," "Time and Materials," or "Cost Plus a Fee."

Cost of the Work –
The direct costs necessarily incurred by Contractor in the proper, timely, and complete performance on the Work. The Cost of the Work will include only those costs set forth in Section 15.2 of these

General Conditions.

Deliverables –
The work products prepared by Contractor in performing the scope of work described in the Agreement. Some of the major deliverables to be prepared and provided by Contractor during pre-construction may include but are not limited to: the Baseline Cost Model and Schedule that validate City's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Agreement or required by the Project Team.

Pre-Construction Services Agreement –
The Agreement entered into between City and the CM@Risk for Pre-Construction Services to be provided by the CM@Risk, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of the CM@Risk under the Pre-Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

Pre-Construction Services –
The services to be provided under the Pre-Construction Services Agreement, including Section 17 of these General Conditions.

Detailed Project Schedule –
The Detailed Project Schedule developed by the CM@Risk for the review and approval of the Project Manager in accordance with Section 17.3 of these General Conditions, if applicable.

General Conditions Costs –
Those costs set forth in Section 4 of Appendix 9 to these General Conditions.

GMP Plans and Specifications –
The plan and specifications upon which the Guaranteed Maximum price Proposal is based.

GMP Proposal –
The proposal of Contractor submitted pursuant to Section 17.7 of these General Conditions for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP –
The Guaranteed Maximum Price set forth in the Agreement, Change Order, or Job Order if applicable.

15.2 **AGREEMENT PRICE**

15.2.1 The Agreement Price for all Agreements, Change Orders, and Job Orders based upon payment of the Cost of the Work plus a Fee with a GMP, time and materials, or cost-plus a fee will be the Cost of the Work incurred plus the Fee agreed to in writing by City, limited to the amount of the GMP, if agreed to. Unless otherwise expressly provided in the Agreement, Change Order, or Job Order, all Cost Based pricing will be subject to and limited to GMP.

15.2.2 The Agreement Price may only be changed as set forth in Section 9 above.

15.2.3 Only costs specifically designated as reimbursable costs are eligible for payment by City or may be charged against the Agreement Price. All other costs will not be paid by City and will not be chargeable against the Agreement Price.

15.2.4 Cost-Based Agreements. For Agreements, Change Orders, or Job Orders, reimbursable costs must be determined pursuant to Appendix 9 to these General Conditions, Cost of the Work, and not by MAG Specifications §109.5.

15.3 **ALLOWANCES**

15.3.1 Contractor must include in the Agreement Price all Allowances stated in the Agreement Documents and agreed to in writing by City. Items covered by these Allowances must be supplied for such amounts and by such persons as City may direct, provided Contractor will not be required to employ persons against whom Contractor makes a reasonable objection. Materials, labor, and equipment under an Allowance will be selected by City in accordance with a schedule to be mutually agreed upon by City, Design Professional and Contractor or otherwise in reasonably sufficient time to avoid delay in the Work.

15.3.2 Unless otherwise provided in the Agreement Documents:

15.3.2.1 These Allowances must cover the cost to Contractor, less any applicable trade discount, of the materials, labor, and equipment required by the Allowances, delivered at the Site, and all applicable taxes;

15.3.2.2 Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to materials, labor, and equipment required by the Allowance must be included in the Agreement Sum and not in the Allowance; and

15.3.2.3 Whenever the cost is more or less than the Allowance, the Agreement Sum must be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

15.4 **CONTINGENCY**

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by the City.

15.4.1 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which will be readily available for increased costs for subcontractors, material, and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of City, to reimburse CM@Risk for unexpected costs due to (a) scope gaps between trade subcontractors; (b) agreement default by trade subcontractors; (c) unforeseen field conditions, but only as defined in Section 9.5 above; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere; and (g) implementation of any Recovery Plan. Cost for which CM@Risk desires to be paid from the Construction Contingency must be documented by CM@Risk on a time and materials basis and are subject to verification by City. If agreed to by City, a "Use of Contingency" form will be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular

item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency will belong to City and will reduce the GMP.

15.4.2 Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the City (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. City will provide CM@Risk with a Work Change Directive authorizing CM@Risk to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs will be in an amount mutually agreed upon by CM@Risk and City or will be documented by CM@Risk on a time and materials basis and are subject to verification by City. Any amount not used in the Owner's Contingency will belong to the City and will reduce the GMP.

15.5 **REDUCTION IN RETENTION**

If the Agreement Price is based upon a GMP, in order to receive payment of one-half of the retention as set forth in Section 8.1.5 above, Contractor must also submit to the Project Manager a complete accounting of the Actual Reimbursable Cost of the Work to date, including all such documentation (including, without limitation, invoices, subcontract, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the actual reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. The Project Manager's determinations as to Actual Reimbursable Cost of the Work will be the basis of payment until final Project Closeout and Final Payment under the Agreement.

15.6 **FINAL PAYMENT**

If the Agreement Price is based upon a GMP, as a further condition precedent to Final Payment by City, Contractor must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, subcontractor change orders, purchase orders, records of payment, etc.) as City may require, to establish whether the payments made to Contractor equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date. Any excess payments by City, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to Contractor, and any additional excess amounts paid to Contractor will be refunded by Contractor to City. Disputes relating to the Final Cost of the Work will be subject to City's audit rights under Sections 8.8 above and 15.7 below, and the dispute resolution process under Section 13 above.

15.7 **OPEN BOOK**

On any GMP-based or Cost-Based Agreement, Job Order, or Change Order, City may attend any and all meetings or discussions pertaining to the Project, including bid openings, and must have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

15.8 **DIFFERING SITE CONDITIONS AND/OR CHANGE IN LAWS**

A Change Order for increased costs under Section 9.5 or 9.6 above will only be considered

or granted by City to the extent such actual, documented costs are justified.

## SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER AGREEMENTS (JOC)

16.1 **ADDITIONAL DEFINITIONS**

The definitions set forth in Sections 2 and below will apply to all Job Order Agreements and Job Orders. In addition, the definitions set forth in Section 15.1 above will apply to all Cost-Based Job Orders.

Agreement –
Includes the Job Order Master Agreement and Job Order Project Agreements issued and agreed to by City and JOC Contractor.

JOC Contractor's Coefficient –
A numerical factor that represents JOC Contractor total costs (indirect and direct costs, sales tax, profit, etc.) and other adjustments for market conditions.

Job Order Request for Proposal (RFP) –
The Request for Proposals issued by City for each Job Order Project Agreement relating to a specific Project.

Job Order Cost Proposal –
The Proposal submitted by JOC Contractor in response to a Job Order Request for Proposal (RFP) issued by City to develop a Job Order Project Agreement for a specific Project.

Guaranteed Maximum Price (GMP) Job Order –
Job Order under which JOC Contractor is compensated for actual costs incurred.

Job Order Project Agreement (Job Order) –
The agreement for a specific project, as it may be modified by all Change Orders, executed by the Parties, which incorporates the terms and conditions of the Job Order Master Agreement.

16.2 **ORDERING AND PROCESSING PROCEDURES FOR JOB ORDERS**

16.2.1 The process for developing and issuing a Job Order for a particular Project consists of three (3) procedures: (1) issuance of a RFP by City; (2) JOC Contractor's response to the RFP in the form of JOC Contractor's Job Order Cost Proposal; and (3) Issuance of a Job Order by City, as set for below.

16.2.2 RFP's For Job Orders

16.2.2.1 City will provide to JOC Contractor RFP with a Scope of Work (SOW) describing the Work to be performed, which may include special instructions and conditions, material submittal requirements, and, if applicable, a complete set of sketches, construction drawings and specifications for the Job Order.

16.2.2.2 Some Job Order RFP's will be issued by City without detailed sketches, drawing and specifications and will rely on JOC Contractor to produce them for City review and approval and is considered to be Pre-Construction and incidental design services included in JOC Contractor's overhead for GMP Job Orders. In addition JOC Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

16.2.3 JOC Contractor's Job Order Cost Proposal

16.2.3.1 JOC Contractor must respond within ten (10) calendar days of the RFP date or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting JOC Contractor's Job Order Cost Proposal to the City representative.

16.2.3.2 Unless otherwise required under the terms of the RFP, JOC Contractor's Job Order Cost Proposal must include the following.

a. JOC Contractor's Job Order Cost Proposal in PDF and electronic format;

b. A Project Schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g., permits, submittals, ordering materials, demolition, work phases, closeout and completion date); and

c. Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the Work has been done. Examples of documentation that might reasonably be expected include sketches, drawings, calculations, catalog cuts and specifications produced to a level of detail and skill that could be expected of experienced, competent Project Managers with five or more periods experience in their respective trade.

16.2.3.3 JOC Contractor must select Subcontractors based on qualifications alone or on a combination of qualifications and price and must not select Subcontractors based on price alone. A qualifications and price selection may be a one-step selection based on a combination of qualifications and price or two-step selection. In a two-step selection, the first step must be based on qualifications alone and the second step may be based or a combination of qualifications and price or on price alone.

16.2.3.4 Upon request, JOC Contractor must provide City with copies of Subcontractor quotes and the basis for selection of each Subcontractor.

16.2.3.5 If City objects to a selected Subcontractor, City will make the objection and the reasons for the objection known to the JOC Contractor. JOC Contractor must then present an acceptable Subcontractor for the applicable discipline. City will not unreasonably object to or withhold approval of a Subcontractor.

16.2.3.6 For self-performed work, the City retains the right to have the JOC Contractor establish JOC Contractor's costs by bidding their costs against at least three (3) other interested trade Contractors. No self- performed work will be allowed to be performed on a lump sum basis.

16.2.4 Issuance of Job Order

16.2.4.1 City Representative will compare the JOC Contractor's Job Order Cost Proposal with the City's estimate, schedules and other requirements, and then, if the City Representative determines it is in the best interest of City, arrange a meeting with JOC Contractor, at which time the JOC Contractor's Job Order Cost Proposal will be discussed and negotiated.

16.2.4.2 If the City Representative determines that it is in the best interest of the City, City will then issue a Job Order to JOC Contractor for execution.

16.2.4.3 Specific Job Orders may vary, but unless agreed to by City in writing otherwise, the content

of Job Orders under the Agreement will generally be as follow, all of which will be signed and/or initialed by JOC Contractor's designated representative:

a. The description of the Scope of the Work and Project Schedule (attached as Exhibit A to the Job Order);

b. The address or location of the Work;

c. The Agreement Price for Work (Construction) included in the Project (attached as Exhibit B to the Job Order);

d. The name of the JOC Contractor representative for the Project;

e. The Drawings and Specifications for the Project;

f. If any shop drawings, project date and/or samples are required for the Job Order, the date for delivery of each required item (included in the Project Schedule, Exhibit A to the Job order); and

g. Project Specific Provisions, if any, in Exhibit A to the Job Order, including, without limitation, whether any of the following are required: Pre-Construction Conference, weekly progress meetings, field office, storage enclosure, materials and equipment handling facility, submittals, shop drawings, product data, equipment list, samples, project manual, schedule of values, Construction progress schedule, narrative reports, progress report, progress charts, progress photographs, materials status report, Construction diagram, Construction status report, operation and maintenance data, operating maintenance instructions and parts list, and as-build drawings.

16.2.5 Job Order Intent. Each Job Order will be interpreted to include all items reasonably necessary to complete the Project under that Job Order as described in the scope of the Work in that Job Order. All Work must be performed in a professional manner and all materials used must be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified. The Notice to Proceed date, and the award date established therein, will be deemed an integral part of the Job Order the same as if set forth therein.

16.3 **INCIDENTAL DESIGN SERVICES**

16.3.1 This effort includes all "extensions of design" for systems that are typically specified in a performance oriented manner by consultants and designers. Examples include: fire sprinkler systems, fire alarm and sprinkler systems, DDC controls, control systems, prefabricated metal building and similar situations. These designs are normally provided under submittals as a shop drawing with engineering backup and as appropriate, seals of registered engineers specializing in the particular system.

16.3.2 Incidental design includes all documents, sketches, schematic diagrams, floor plan layouts, equipment schedules and other documents produced by the JOC Contractor to define the work required for projects that the City does not develop formal or abbreviated designs requiring a seal by a registered engineer. Incidental design does not include preparation of designs requiring an architect or engineer seal.

16.3.3 JOC Contractor represents, covenants, and agrees, and contractually assumes the obligation to furnish, all of the required Design Services through properly licensed and

experienced Design Professionals in complete accordance with all of the duties imposed on a Design Professional under the Agreement Documents, Laws, Regulations, or Legal Requirements, and the common law.

16.3.4 All Design Documents (and all other Project-related documents, models, computer drawings and other electronic expression, photographs and other expressions CADD, and BIM files and images included) that JOC Contractor and/or JOC Contractor's Design Professional(s) prepare in connection with a Job Order and the copyrights therein (collectively, the "Instruments of Service") will be the property of City. JOC Contractor covenants and agrees to execute any additional document reasonably requested by City to confirm such assignment without any additional compensation.

16.4 **CONSTRUCTION SERVICES**

16.4.1 The following subsections of this Section 16.4 set forth requirements beyond those set forth in Section 4 above which apply to Construction Services performed under a Job Order.

16.4.2 JOC Contractor must perform the Work using only those firms, team members and individuals designated by JOC Contractor consistent with each Job Order or otherwise approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

16.4.3 Construction Phasing

16.4.3.1 City use of the facilities is anticipated while the Work is being performed. The Work must be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in the building and agencies in the vicinity and to other craftsmen who may have to do work in the affected facilities. Any blockage of building exits or driveways must be coordinated in advance.

16.4.3.2 If applicable, furniture, portable office equipment and wall appurtenances not rigidly fastened to the walls must be moved by JOC Contractor, protected from damage and replaced to the original position upon completion of the work. If the work required by the Job Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by City. Incidental costs associated with moving one-piece furnishings up to approximately 150 pounds to perform such tasks as painting, carpet or tile replacement, etc., are considered a general cost of building renovation and must be included in the JOC Contractor's Coefficient. Costs for large scale or wholesale removal and replacement of large quantities of desks or modular workstations, copiers, multiple full file cabinets, etc. to another location or storage outside the work space, or disassembly and reassembly of modular furniture is not considered part of the JOC Contractor's Coefficient and will be priced separately.

16.4.3.3 The work must, so far as practicable, be done in definite sections or divisions and confined to limited areas which must be completed before work in other sections or divisions are begun.

16.4.4 Work Site Conflicts. In the event of a conflict between JOC Contractor and others in an occupied facility or where other Contractors are performing work on the same facility under other Agreements, City will decide to dispute and that decision will be final.

16.4.5 Ownership of Work Product. Work Product prepared or otherwise created in connection

with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. §101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, JOC Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

16.5 **OPTIONAL LIQUIDATED DAMAGES**

16.5.1 Specific Job Orders. City will have the right to assess liquidated damages in relation to any specific JOC Project Agreement as set forth below.

16.5.2 Substantial Completion Liquidated Damages. JOC Contractor acknowledges and agrees that if JOC Contractor fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and JOC Contractor agree that if JOC Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

16.5.3 Final Acceptance Liquidated Damages. For the same reasons set forth in Section 16.5.2 above, City and JOC Contractor further agree that if JOC Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from JOC Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under any specific JOC Project Agreement.

16.5.4 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 may apply to any specific JOC Project Agreement.

16.5.5 City may deduct liquidated damages assessed pursuant to this Section 16.5 from any unpaid amounts then or thereafter due JOC Contractor under the Agreement or any specific JOC Project Agreement between JOC Contractor and City. Any liquidated damages not so deducted from any unpaid amounts due JOC Contractor must be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable to JOC Contractor.

16.6 **PERFORMANCE MEASUREMENT**

16.6.1 Performance Assessment. After the Final Acceptance of Work under each Job Order, City will complete a written evaluation of the performance of JOC Contractor on the Job Order.

16.6.2 Consideration in Assignment of Work. JOC Contractor's record of cost, schedule and quality performance and comparative assessments will be significant considerations in City's determination whether to award future Job Orders. JOC Contractor agrees that any determination by City not to not award future Job Orders or Option periods based on performance will be at the sole discretion of City.

## SECTION 17 - PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION MANAGER AT RISK

### 17.1 ADDITIONAL DEFINITIONS

The definitions set forth in Section 2 and 15.1 above will apply to all Pre-Construction Services Agreements.

### 17.2 GENERAL

17.2.1 CM@Risk must perform the Services required by, and in accordance with the Agreement Documents and as outlined in Exhibit A of the Agreement to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under similar conditions. CM@Risk must, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices.

17.2.2 As a participating member of the Project Team, CM@Risk must provide to City and Design Professional a written evaluation of City's Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CM@Risk must prepare a Baseline Cost Model that validates City's budget. The Baseline Cost Model must include all assumptions and basis of estimates in enough detail so that the Project Team can compare future detail estimates to the Baseline Cost model for variances. City and Design Professional will provide all the reasonably required data that is available in order to reach agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.

17.2.3 CM@Risk must attend Project Team meetings, which may include, but are not limited to, bi- weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. CM@Risk attendance at design or other meetings in which CM@Risk is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness will be grounds for termination of CM@Risk Agreement for default.

17.2.4 CM@Risk must provide Pre-Construction Services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. CM@Risk must promptly notify City in writing whenever CM@Risk determines any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work that deviates more than the allowed contingencies within the Baseline Cost Model or requires an adjustment in the Baseline Cost Model, Detailed Cost Estimate, Detailed Project Schedule, GMP Proposals and/or in the Agreement Time for the Work, to the extent such as established.

17.2.5 CM@Risk when requested by City, must attend, make presentations and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CM@Risk must provide drawings, schedule diagrams, budget charges and other materials describing the Project when their use is required or appropriate in any such public agency meetings.

17.2.6 Ownership of Work Product. All Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or material, in whatever form created (e.g., electronic or printed) and in all media now know or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C.
§101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

17.2.7 CM@Risk represents to City in completing Pre-Construction Services and providing the reports and analysis required thereunder, that Work can be properly and timely constructed within the GMP Proposal, if accepted. CM@Risk does not assume any design responsibilities unless specifically called for in the scope of work, but CM@Risk will be responsible for their errors, omissions or inconsistencies included in the Work.

17.3 **DETAILED PROJECT SCHEDULE**

17.3.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Detailed Project Schedule requirements. CM@Risk must, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule must be developed as part of the Baseline Cost Model. The Detailed Project Schedule must use the Critical Path method ("CPM") technique, unless required otherwise, in writing by City. CM@Risk must use scheduling software acceptable to City to develop the Detailed Project Schedule. The Detailed Project Schedule must be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule must indicate milestone dates for the phases once determined. As part of construction phase, City may require CM@Risk to prepare a "resource loaded" schedule for all work, including work performed by Subcontractors, detailing each of the project tasks and the required/anticipated number of personnel per day for each task. CM@Risk must also indicate on the schedule its ability to meet said required/anticipated personnel requirements.

17.3.2 CM@Risk must include and integrate in the Detailed Project Schedule the services and activities required of City, Design Professional and CM@Risk including all construction phase activities based on the input received from City and the Design Professional. The Detailed Project Schedule must define activities as determined by City to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by City. The Detailed Project Schedule must include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings

and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities to the extent authorized by City, relationships between the activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Acceptance.

17.3.3 A Baseline Project Schedule must be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CM@Risk must update and maintain a detailed Project Schedule throughout pre-construction such that it will not require major changes at the start of the construction phase to incorporate CM@Risk's plan for the performance of the construction phase Work. CM@Risk must provide updates and/or revisions to the Detailed Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. CM@Risk must include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

17.3.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and City approves, CM@Risk must review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CM@Risk must take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

17.3.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CM@Risk must identify all long lead time materials, fabrications, equipment, or other items which may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule

17.3.6 Equipment Plan. Contractor must develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CM@Risk or subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to City and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment, but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.

## 17.4 DESIGN DOCUMENT REVIEWS

17.4.1 CM@Risk must evaluate periodically the availability of labor, materials/equipment, cost-sensitive aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.

17.4.2 CM@Risk must recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CM@Risk to construct the Project. These additional

investigations, if agreed to be necessary by the Project Manager and the Design Professional, will be acquired by City and copies of the reports will be provided to CM@Risk.

17.4.3 CM@Risk must meet with the Project Team as required to review designs during their development. CM@Risk must familiarize itself with the evolving documents through pre- construction. CM@Risk must proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. CM@Risk must furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. CM@Risk must use established value analysis principles in recommending cost effective alternatives.

17.4.4 CM@Risk must routinely conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews must attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.

17.4.4.1 CM@Risk must evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; and (g) the design maintains continued operation of the existing City systems and maintains traffic on adjacent roadways. CM@Risk must also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and must promptly inform the Project Team of any issues.

17.4.4.2 CM@Risk must check cross-reference and complementary Drawings and sections within the Specifications and in general evaluate whether: (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.

17.4.4.3 The results of the reviews must be provided to Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. CM@Risk must meet with Project Team to discuss any findings and review reports.

17.4.4.4 CM@Risk's reviews must be from a Contractor's perspective, and though it will serve to eliminate/reduce the number of RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not CM@Risk.

17.4.5 It is CM@Risk's responsibility to assist the Design Professional in ascertaining that, in CM@Risk's professional opinion, the Construction Documents are in accordance with applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CM@Risk recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules and regulations, it must promptly notify the Project Team in writing, describing the apparent variance of deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules and regulations.

17.4.6 The Project Team will routinely identify and evaluate using value analysis principles and alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a high quality and fully functional Project consistent with the Project Program. If the Project Team agrees, CM@Risk in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. City, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CM@Risk suggested alternatives into the Drawings and Specifications. CM@Risk must analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and City's approval prior to the establishment of the GMP.

17.5 **BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES**

17.5.1 At the conclusion of the Master Planning and Programming, if required, CM@Risk will review all available information regarding the design and scope of the Project using CM@Risk's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must develop a Baseline Cost Model for review by the Project Team and approval by City. Once approved by City, the Baseline Cost Model will be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by City prior to the start of construction. It is the responsibility of CM@Risk to ensure City has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction so construction can be completed within the Agreement Time. The Project Detailed Cost Estimate will be the best representation from CM@Risk of what the complete functional Project's construction costs will be as indicated by the most current available documents and will be constantly checked against the Baseline Cost Model. CM@Risk must communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model must support CM@Risk's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by City.

17.5.2 After receipt of the Design Professional's most current documents from certain specified pre- construction milestones, CM@Risk must provide a draft Detailed Cost Estimate including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CM@Risk will reconcile any disagreements on the estimate to arrive at an agreed upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are:

Master Planning and Programming, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Drawings, If no consensus is reached, City will make the final determination. If the Project Team requires additional updates of the Detailed Cost Estimate beyond that specified in this paragraph, CM@Risk must provide the requested information in a timely manner.

17.5.3 If at any point the Detailed Cost Estimate submitted to City exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Section 17.5.2 above, CM@Risk must make appropriate recommendations to project Team on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than the established Project Team's Baseline Cost Model.

17.5.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 50% Construction Drawings and included with the associated report, CM@Risk must also submit to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values must be based on City standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values must be directly related to the breakdowns reflected in the Detailed Project Schedule and CM@Risk's Detailed Cost Estimate. In addition, the Schedule of Values must: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.

17.5.5 CM@Risk is to track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: City generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model and the Master Planning and Programming Detailed Cost Estimate, and then (unless other levels of completion are agreed to in writing in the Construction Documents) between the Detailed Cost Estimates for each of the pre-construction milestones thereafter, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Documents, and the bid packages for all Phases.

17.5.6 Upon request by City, CM@Risk must submit to City a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CM@Risk during the design and construction phases. In addition, if requested by City and based on information provided by City, CM@Risk must prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist City in the financing process.

17.5.7 Construction Water. CM@Risk must estimate the quantity of water to be used and include the cost thereof in each Detailed Cost Estimate and GMP Proposal provided by City.

## 17.6 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

17.6.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal: (1) qualifications-based selection; or (2) a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CM@Risk. In any case, CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers, and for compliance with the requirements of

Title 34 of the Arizona Revised Statutes in the selection of a Subcontractors/Suppliers, to the extent applicable. CM@Risk must comply with its Subcontractor Selection Plan submitted with its Statement of Qualifications.

17.6.2 City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when CM@Risk can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CM@Risk will be billed in accordance with the GMP for actual costs and may be subject to audit by City.

17.6.2.1 Qualifications based selection of a Subcontractor(s)/Supplier(s) should only occur prior to the submittal of the GMP Proposal.

17.6.2.2 If a Subcontractor/Supplier selection plan was submitted and agreed to by City, CM@Risk must apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide City with its review and recommendations.

17.6.2.3 CM@Risk must receive written City approval for each selected Subcontractor(s) and Supplier(s).

17.6.2.4 CM@Risk must negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.

17.6.3 All Work must be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 17.6.2 above.

17.6.3.1 CM@Risk must develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by City and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, CM@Risk may request approval by City to submit less than three names. Without prior written notice to City, no change in the recommended Subcontractors/Supplies will be allowed.

17.6.3.2 If City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, CM@Risk must nominate a substitute Subcontractor/Supplier that is acceptable to City.

17.6.3.3 CM@Risk must distribute Drawings and Specifications, and when appropriate, conduct a Pre- Bid Conference with prospective Subcontractors and Suppliers.

17.6.3.4 If CM@Risk desires to self-perform certain portions of the Work, it must request to be one of the approved Subcontractor bidders for those specific bid packages. CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and City concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CM@Risk may be authorized to self-perform Work without bidding or rebidding the Work. When CM@Risk self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by City.

17.6.3.5 CM@Risk must receive, open, record and evaluate the bids; provided, however, that if CM@Risk or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids must be received, opened, recorded and evaluated by Project Manager

instead of CM@Risk. Bids for each category of Work must be opened and recorded at a pre-determined time. The apparent low bidders must be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals CM@Risk, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor/Supplier bids must be done with Project Manager in attendance to observe and witness the process. CM@Risk must resolve any Subcontractor/Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.

17.6.4 CM@Risk will be required to prepare two different reports on the subcontracting process.

17.6.4.1 Within fifteen days after each major Subcontractor/Supplier bid opening process; CM@Risk must prepare a report for City's review and approval identifying the recommended Subcontractors/Supplier for each category of Work. The report must detail: (a) the name of the recommended Subcontractor/Supplier and the amount of the Subcontractor/Supplier bid for each sub-agreement; (b) the sum of all recommended Subcontractor/Supplier bids received; (c) and trade work and its cost that CM@Risk intends to self-perform, if any.

17.6.4.2 Upon completion of the Subcontractor/Supplier bidding process, CM@Risk must submit a summary report to City of the entire Subcontractor/Supplier selection process. The report must indicate, by bid process, all Subcontractors/Suppliers contacted to determine interest, the Subcontractors/Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors/Suppliers for each category of Work.

17.6.5 The approved Subcontractors/Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

17.6.6 If after receipt of sub-bids or after award to Subcontractors and Suppliers, City objects to any nominated Subcontractor/Supplier or to any self-performed Work without any reasonable basis, CM@Risk must nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by City, CM@Risk's proposed GMP for the Work or portion thereof must be correspondingly adjusted to reflect any higher or lower costs form any such substitution.

17.7 **GMP PROPOSAL**

17.7.1 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work (as set forth in Section 15.2) in each phase of the Work that is being proposed plus the current estimate for all other Work. City will not approve the GMP for the phase of work without a total estimate for the complete Project. City may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CM@Risk must be based on and consistent with Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

17.7.2 A GMP Proposal for the entire Project will be the sum of the Cost of the Work, CM@Risk Fee, and General Conditions Cost. CM@Risk guarantees to complete the Project at or less than

the final GMP Proposal amount plus approved Change Orders. CM@Risk will be responsible for any costs for expenses that would cause the Cost of the Work actually incurred, including the Construction Fee and General Conditions Costs, to exceed the GMP.

17.7.3 CM@Risk must prepare its GMP Proposal in accordance with City's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by City in writing, will be at 100% Construction Drawings. CM@Risk must mark the face of each document of each set upon which its GMP Proposal is based. These documents must be identified as the GMP Plans and Specifications. CM@Risk must send one set of those documents to the Project Manager, keep one set and return the third set to the Design Professional.

17.7.4 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values must be included in any GMP Proposal(s), all of which must reflect the GMP Plans and Specifications the Detailed Project Schedule must be shown in relationship to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions must continue to comply with the requirements of Section 17.3.1 through 17.3.5.

17.7.5 GMP Proposals(s) Review and Approval

17.7.5.1 CM@Risk must meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers inconsistencies or inaccuracies in the information presented, CM@Risk must make adjustments as necessary to the GMP Proposal.

17.7.5.2 If during the review and negotiation of GMP Proposals design changes are required, City may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specification will be furnished to CM@Risk. CM@Risk must promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed upon assumptions and clarifications.

17.7.6 All portions of or items comprising the GMP Proposal are subject to audit by City, as deemed appropriate by City, including, without limitation, any based upon unit prices or Work to be self- performed by CM@Risk, or its affiliates.

17.8 **PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES**

17.8.1 Requests for monthly payments by CM@Risk for Pre-Construction Services must be submitted monthly and must be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment must include, as a minimum, a narrative description of the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of work completed during the preceding month.

17.8.2 In no event will City pay more than seventy-five (75%) of the Agreement Price until acceptance of ALL Pre-Construction Services and award of the final approved Construction Services Agreement for the entire Project by City Council. If CM@Risk does not prepare a

GMP Proposal that is acceptable to City, or the GMP Proposal exceeds the City's Construction Budget, then CM@Risk understands and acknowledges that it will forfeit any right to receive the 25% of the Agreement Price being retained by City.

17.8.3 CM@Risk agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of City during the progress of any portion of Pre-Construction Services specified in this Agreement. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CM@Risk to proceed to complete any such Services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of City of any of their respective legal rights herein.

17.8.4 No compensation to CM@Risk will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

17.8.5 If any service(s) executed by CM@Risk is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CM@Risk, CM@Risk is to be paid for the services performed prior to the abandonment or suspension.

17.9 **SURVIVAL OF THE DESIGN SERVICES AGREEMENT, DUTIES, OBLIGATIONS AND WARRANTIES**

If the GMP Proposal is accepted by City and a Construction Agreement is entered into between City and CM@Risk, the duties, obligations and warranties of CM@Risk under the Pre- Construction Services Agreement survive and are incorporated into the resulting Construction Agreement.

## SECTION 15 – APPENDICES

The following Appendices attached hereto are referenced in the General Conditions and are incorporated herein.

Appendix 1 – Policy Statement for Calculating Delays and Damages
Appendix 2 – Cost Reduction Incentive Proposals for Design Bid Build Agreements
Appendix 3 – Contractor's Affidavit Regarding Settlement of Claims
Appendix 4 – Forms of Performance Bond
Appendix 5 – Forms of Payment Bond
Appendix 6 – Dispute Resolution
Appendix 7 – Certificate of Completion
Appendix 8 – Construction Sign Detail
Appendix 9 – Cost of the Work (Applicable solely to Construction Manager at Risk and Job Order Contracting)
Appendix 10 Landscape Establishment Period

# CALCULATING DELAYS AND DAMAGES

The purpose of this policy statement is to establish guidelines and procedures for negotiation between the Contractor and City of Chandler relating to compensation for delays pursuant to Arizona Revised Statutes (A.R.S.) 34-221(F). This policy statement contains notice requirements in addition to those set forth in the Agreement Documents, and will be the Agreement Provision contemplated by that statute.

NOTE: As used herein, the term "Engineer" will refer to the City of Chandler City Engineer or his/her designated representative. Nothing in this Policy Statement will be construed to void any provision in the Agreement which requires timely notice of delays or provides for arbitration or any other procedure for settlement or provides for liquidated damages.

I. TYPES OF DELAYS:

For the purposes of this document, there are essentially four types of delays encountered by City of Chandler Construction Contractors; excusable/compensable, excusable/non-compensable, non- excusable, and concurrent. Only delays that extend Agreement Completion Time set forth in the Agreement Document will be considered for issues relating to Agreement extensions or additional compensation. All other delays are considered to be activity delays and do not entitle the Contractor to either time extensions or additional compensation. Agreement Completion Time will be defined as the date set forth in Maricopa Association of Governments (MAG) Uniform Standard Specification Section 101 and as may be modified by the Agreement Documents.

A. Excusable/Compensable:

These are delays caused solely by the City's actions or inactions, are unreasonable under the circumstances, and which were not within the contemplation of the parties to the Agreement at or prior to the time of execution of the Agreement. Since the Contractor presumably has no control over the events causing the delay, he may be entitled to both Agreement time extensions and additional compensation for delay damages. Further, he/she may be entitled to additional compensation from the impact of that delay on other work. Examples of excusable/compensable (E/C) delays include: failure to properly locate an underground City-owned utility within 2 feet of the actual location; failure to relocate City-owned utilities far enough in advance of construction in an area where the Contractor is scheduled to work that it delays start or completion of the Contractor's regularly scheduled work; failure to provide City-furnished equipment or materials in a timely manner if required by the Agreement; failure to acquire necessary Right-of-Way or Public Utility Easements prior to the Contractor beginning Work in the area; failure to timely return Shop Drawings or other Agreement Submittals in accordance with the Agreement; unreasonable delay by the City in making decisions which affect critical activities; surveying errors when the City is contractually responsible for providing Project Surveying. This list is not meant to be all inclusive, but is intended merely as examples of the type of City action or inaction which can result in a Contractor's claim for additional time and compensation.

B. Excusable/Non-compensable:

These are delays over which neither the City nor the Contractor had control. Since both parties to the Agreement have been potentially damaged by the delay, but neither have caused it, only Time Extensions are warranted. Examples of excusable, non-compensable (E/N) delays include: unusually severe weather; fire; acts of God; failure of non-City owned utilities (SRP, CenturyLink, Cable TV, Southern Pacific Railroad, and Southwest Gas, etc.) to properly or timely locate accurately; failure of non-City owned utilities to relocate in advance of construction; the voluntary or involuntary filing for Bankruptcy protection by a Supplier or Subcontractor which causes the Supplier/Subcontractor to fail to meet a contractual deadline provided the Contractor can provide documentation that he/she executed the required Purchase Orders/Subcontract Agreements and received delivery schedules which, if met, would have eliminated the delay; delays as a result of an incomplete shutdown of a City or non-City owned utility main (the City does not guarantee a complete shutdown). This list also is not necessarily all inclusive but merely indicative of type and class of E/N delays.

C. Non-excusable/Non-compensable:

These are delays caused by the actions or inactions of Contractor or an officer, employee, agent, Subcontractor, Supplier or any other party for whom the Contractor is responsible. Since the Contractor has assumed responsibility for the risks associated with the events that caused the delay, he/she are not entitled to either time extensions or monetary delay damages. All non-excusable delays are also non-compensable. Examples of non- excusable, non-compensable (N/N) delays include: failure to perform by the Contractor, its Subcontractors and/or Suppliers (except as noted in section I.B above); failure to provide adequate labor, materials, and/or equipment on the Project; failure to perform contractually-required coordination with utilities, agencies and other Contractors; failure to notify the Engineer, in writing, of delay impacts within two working days, as required by MAG 104.2.3, or the next work day, as required by MAG 109.8.2; failure to timely submit Shop Drawings; failure to pothole or otherwise visually locate utilities sufficiently ahead of the Work to allow the Engineer to direct corrective action when necessary; delays due to retesting of previously failed work, re-inspection, and/or restaking resulting from faulty workmanship, poor quality control, or lack of compliance with Agreement Specifications. Again, this list is not necessarily all inclusive.

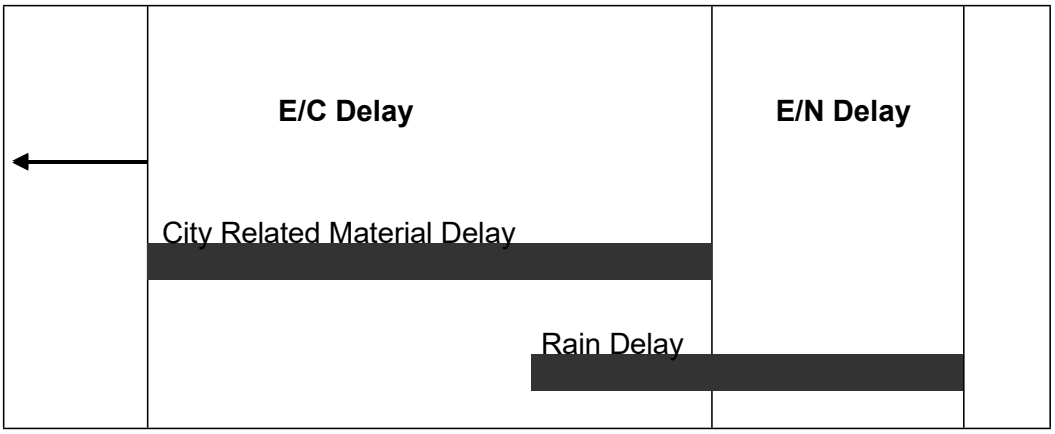
D. Concurrent:

When two or more delays occur simultaneously or overlap, each delay is analyzed separately to determine its impact on the overall project completion date based on when that delay started. Once again, only those delays which actually extend the Agreement completion time are considered as delays. The concurrent delay is considered an additional delay only to the extent it prolongs the delay to the Agreement Completion Time beyond the date that the one it is concurrent with had already delayed that date. For example, if two delays are concurrent, and one is five days long and the second is seven days long, the second concurrent delay will only extend the Agreement Completion Time by two days. The same method of analysis is

used when there are multiple concurrent delays. Only those extending the Project Completion Date are considered to be delays for the purposes of this policy. The portion of each concurrent delay that delays the completion of the work is classified in the same manner as described previously for individual delays and being either E/C, E/N or N/N.

An example of a concurrent delay is where the City delays furnishing material, but the Contractor could not have installed it anyway due to unusually severe weather. The effect of the first delaying activity will extend for the full duration and will be considered controlling on the Contractor's schedule. A subsequent, concurrent delay will thereafter only be considered to effect the project completion (if at all) once the first delaying activity has ceased to impact the project completion. In this case, if the unusually severe weather continued and delayed the work after the material was delivered, the first portion of the delay would be classified E/C (delay for material) and the second as E/N (delay due to unusually severe weather). Using the procedure set forth above, the entire concurrent portion would be considered E/C as shown in the chart which follows.

Example of a Concurrent Delay:




II. ANALYZING THE DELAY:

The Contractor must provide all documents required or requested by the Engineer to analyze the delay(s). It is important to understand that, prior to the delay analysis, delays and their impacts are alleged issues. The information the Contractor provides will be compared with the Inspector's Daily Log, Schedules and other available Project information and together they will support or refute that delays occurred and, if so, how they impact other work and the overall project completion. The Contractor's delay in providing these documents will be considered prima facie evidence that either the delay did not occur or it did not impact the Project Completion Date and any claim for time extension or damages will be denied.

The Engineer will accept delay analyses in CPM format, as these may demonstrate to his/her satisfaction whether or not Project Completion has been impacted by a specific event. If the Contractor chooses not to use CPM scheduling procedures, then the burden will be on the Contractor to prove to the Engineer's satisfaction that the Project Completion has been impacted. The procedures

below assume that the Contractor is using CPM scheduling methods. As a minimum the Contractor must provide the following materials to the Engineer:

A. As-Planned Schedule. The initial construction schedule, required by the Agreement Documents, will be considered the baseline schedule. It is to the Contractor's advantage that the As-Planned (baseline) Schedule be as detailed as possible in order for delays, as they occur, to be incorporated into the schedule in representative locations. It is also to the Contractor's advantage to use a computer software program to generate the schedule since updated schedules are required monthly by the Agreement Documents and since updated schedules are required to support delays and requests for additional compensation for delays. The As-Planned (baseline) Schedule must be presented in network format which clearly shows the interrelationships of the activities. The Contractor must also provide a printout of the activities showing early start, early finish, late start, late finish, duration and float. The activity list printout must also indicate predecessor and successor activities.

B. As-Built Schedules. The as planned (baseline) schedule must be updated with complete progress-to-date information (actualized) up to the date of the start of the alleged delay. Each updated schedule will serve as the as-built schedule for analyzing the alleged delay and provide a new baseline as-planned schedule for the next delay. This process must be repeated for each alleged delay as it occurs. In updating the baseline schedule, the alleged delay must be treated as an activity and inserted into the schedule as a predecessor to the impacted activity (ies). When an activity that has already started is impacted, it is preferable to divide this activity into two parts and show the impact affecting the second part. For schedules which incorporate a time line (or data date), the delay activity must be inserted at the time it actually occurred. Some software scheduling programs have a PAUSE-RESUME feature that can be used to facilitate the requirements. The updated schedule must also be accompanied by a listing of activities as with the baseline schedule. This activities list must contain the alleged delay as an activity showing the duration and the activities which are predecessors and successors to it. When computer generated schedules are used, the Contractor must provide, in electronic media format, the complete data files for the updated schedule that included the delay activity, preferably either in Suretrak or in Microsoft Project. Each electronic media must contain a label identifying the Project name, Contractor's name, program name and version number, data date and project finish date.

C. Other Documents: In order to determine the amount of the alleged delay and if it is compensable, the Contractor must provide all backup documentation relevant to the issue and as required by the Engineer. This documentation must include copies of such items as: purchase orders; delivery schedules; correspondence; memoranda of telephone calls; force account daily worksheets (initialed by the Inspector); payroll data; estimating (bid) worksheets; and any other materials which may be requested by the Engineer.

D. Procedure: Only after receipt of sufficient documentation will the Engineer analyze each alleged delay and determine if it is supported or refuted. If supported, the Engineer will determine if it is excusable or non-excusable, compensable or non-

compensable. If the Engineer determines that the delay did not affect the Project Completion, the as-planned schedule, which has been updated to the date of the alleged delay, must be revised to indicate this. If the Engineer determines the delay did occur but was N/N, then no time extension will be granted. It is imperative that an actualized schedule be submitted as soon as the occurrence of the alleged delay is known. In no event will the Contractor submit an actualized updated schedule later than 60 days after the occurrence of the alleged delay becomes known.

If the Engineer determines the delay did occur and was excusable but, due to a reason listed in section I.B. is non-compensable, he/she will determine the length of the E/N delay and prepare a Change Order to add that time to the Agreement. The Engineer's decision will be final.

If the Engineer determines the delay was excusable and compensable, he/she will determine the length of the E/C delay and proceed to review the Contractor's damage calculations in accordance with Section III. The Engineer will check the Contractor's calculations, review the backup documentation provided, and prepare a Change Order to cover both the additional compensation and the time extension. The Engineer's decision on both the time extension and additional compensation for the delay will be final.

If the issue involves a concurrent delay, the Engineer will analyze available data to determine the portions which are E/C, E/N, and/or N/N as described above. The Engineer will proceed to determine the length of E/C delay and verify the Contractor's delay damage calculations, if any are provided. Upon completion of this review, the Engineer will prepare a Change Order for the Contractor's review and signature. The Engineer's decision regarding excusable delay and additional compensation for the delay is final.

The amount of time the Engineer will require to analyze the alleged delay(s) will depend upon the Engineer's workload, the complexity of the delay analysis, availability of supporting data, extent of cooperation by the Contractor, and other factors beyond the Engineer's control. It is entirely possible other delay(s) may occur while the Engineer is analyzing particular claim for delay(s). The Engineer's failure to respond to the Contractor in a set period of time will not be used as the basis for a further delay claim or as justification for extending and existing delay claim. The time required for delay analysis by the Engineer will not be counted against the time allotted for processing Final Payment as required by (MAG Section 109.7(B)) or the release of retention and Final Payment as prescribed by A.R.S. Arizona Revised Statutes §34-221.

III. CALCULATING MONETARY DELAY DAMAGES:

Additional compensation for delay, when authorized by the Engineer, will be calculated in accordance with MAG Section 109.5 ACTUAL COST WORK with the following exceptions:

A. No additional compensation or other monetary damages will be awarded or paid for any loss of anticipated profits by the Contractor, Subcontractors or Suppliers.

B. No additional compensation or other monetary damages will be awarded for home office overhead or non-project general conditions of the Contractor, Subcontractors or Suppliers.

C. Equipment:

1. Contractor-owned equipment rate calculations must be computed in accordance with Section 109.04(D)(3), Arizona Department of Transportation "Standard Specifications for Road and Bridge Construction," 2008 or latest edition and as modified herein. Year and regional adjustment factors must be based on the most recent publications of the Rental Rate Blue Book for Construction Equipment, published by the Equipment Guide-Book Company, San Jose, CA, same as provided by ADOT and in print as of the date of alleged delay. In no event will the compensation for Contractor-owned equipment exceed the purchase price, including tax, paid by the Contractor for the equipment. Compensation will not be allowed for small tools or equipment that show a daily equipment rental rate of less than $5.00 per day or for unlisted equipment that has a value of less than for hundred dollars ($400.00).
2. For leased and rented equipment or equipment not otherwise listed in the Blue Book, rental contracts, or other supporting data will be used to establish the hourly rate. No hourly operating expense will be allowed for delay on standby equipment. In no case will equipment be considered for rental which exceeds the hourly rate for the first eight hours and the daily rate divided by eight for all additional hours as compared with similar equipment listed in the Blue Book. The hourly standby rate must be computed as the lesser of:

    a. Dividing the monthly invoice or rental value by 176 hours per month when the equipment is utilized by the Contractor for more than three weeks;

    b. Dividing the monthly invoice or rental value by 40 hours per week when the equipment is utilized by the Contractor for more than three days.

    In no event will compensation be paid for delay at more than 8 hours per day or 40 hours per week.

3. Except for vehicles used by supervisory personnel, all equipment will be paid at the "standby" rate during the delay period.

4. Equipment brought solely to mitigate the delay (such as pumps, light plants, etc.) may be paid in accordance with ADOT section 109.04(D) (3).

5. The Blue Book regional adjustment will apply in determining rental rates.

D. Material:

Allowable material charges may include, in addition to material incorporated in the

work material used to mitigate the delay such as barricades, plates, shoring, cold mix, etc. Except in emergencies the Contractor will not employ such material without the prior written approval of the Engineer.

E. Labor:

1. Except for Supervisory Personnel (Superintendent, Project Engineer, and Foremen), labor wages will not be paid after the first one-half day of claimed delay or impact. It is expected the Contractor will reassign or layoff unneeded employees.

2. For Foreman wages to be included, that Foreman must have been actively employed on the project prior to the commencement of the delay and be directly responsible for the activity being delayed.

3. Labor burden must be actual amounts incurred but must not exceed the ADOT approved rate.

F. All costs (equipment, material, and labor) must be substantiated by the City of Chandler's Daily Work Reports.

IV. DOCUMENT REQUIRED FOR CLAIM ANALYSIS:

For purposes of reviewing the Contractor's request for additional compensation, it will be required that the Contractor submit the following listed information. Information requested must be prepared on forms which are substantially similar to the City of Chandler's Daily Work Report form, a copy of which is attached as an exhibit.

A. Labor:

For each employee, laborer, and foreman, for which compensation is requested: Name, classification, dates of work performed, daily hours worked, total hours worked, labor rates, labor burden rates, overtime or premium time charges. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Certified payroll reports for the period of work claimed.
2. Accounting of Fringe Benefits – certified by a CPA.
3. Contractor's and Subcontractor's daily field reports and daily diaries.

B. Materials:

For all materials for which compensation is requested, if any, total quantities of materials, prices, extensions and transportation costs must be provided on a daily basis. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Invoices for all materials incorporated.
2. Weigh tickets.
3. Purchase orders.

4. Delivery schedules.
5. Quotes or proposals from manufacturers or supplier.
6. Freight bills, Bills of Lading, or other documentation to show transportation costs.
7. Restocking charges-invoices from vendor.

C. Equipment:

For all equipment, the Contractor must provide the Engineer with the designation, dates and hours of usage, dates and hours of standby, if any, daily hours, total hours, rental rates and extension for each unit of equipment and machinery. Rental rates will be as established in Section III. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Owned:
   a. Purchase contracts(s).
   b. Depreciation schedule(s).
   c. Invoices for fuel, lube, repairs and other operating costs.

2. Leased:
   a. Lease agreement with hourly rate, overtime rate, double shift rate, etc.
   b. Invoices or other documentation showing hours worked on a daily basis.

D. Subcontractors/Owner-Operators:

In the event the Contractor submits a claim which includes requests for compensation for Subcontractors of Owner-Operators, the same information requested of the Contractor must be provided by the Subcontractor/Owner-Operator. Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Bid/Estimate work sheets and/or spreadsheets.
2. Subcontract Agreements or Agreements with Owner-Operator.
3. All invoices and billing statements received from the Subcontractor/Owner-Operator which relates to the amount requested.

E. Miscellaneous:

Further, the Contractor must make available for inspection and copying to the Engineer the following listed documentation.

1. Evidence of payment for bonds and insurance premiums (MAG 109.5.6).
2. Taxes – unless the Contractor can show otherwise, taxes are reimbursable at 65% of the total cost (less bonds and insurance).

V. TIME LIMIT ON SUBMISSIONS OF CLAIM FOR DELAY OR IMPACT DAMAGES:

No claims for delay or impact damages will be considered or allowed more than 45 days after the event or occurrence which the Contractor claims gives rise to the delay or impact. In no event will a

claim for delay or impact damages be considered after submission by the Contractor of the Final Payment Request.

# COST REDUCTION INCENTIVE PROPOSALS FOR DESIGN BID BUILD AGREEMENTS

The Contractor may submit to the Engineer proposals for modifying the Plans, Specifications, or other requirements of the Agreement for the sole purpose of reducing the total cost of Project construction. The proposals must not impair in any manner the essential functions or characteristics of the project; including but not limited to service life, economy of operations, ease of maintenance, desired appearance, compatibility with existing or planned equipment, standardization of systems, or design and safety standards.

It must not be inferred from this Policy that the Engineer is required to consider any proposal submitted.

Submissions that propose changes in the basic design of a bridge, propose changes in pipe line size, materials, bedding conditions, pipe specifications; or that propose any change in pavement design will not be considered.

Proposals submitted pursuant to this Policy will be identified as Cost Reduction Incentive Proposals. They must be submitted in writing and, at a minimum, contain the following.

1. Complete the attached or similar cost reduction incentive proposal form.

2. A description of both the existing Agreement Requirements for performing the work and the proposed changes.

3. All Engineering Drawings and computations necessary for the thorough and expeditious evaluation.

4. An itemization of the existing Agreement Requirements that must be changed if the Proposal is adopted and a recommendation as to the manner in which the change should be made.

5. A detailed estimate of the cost of performing the Work under the existing Agreement and under the proposed changes, including the cost of developing and implementing the changes.

6. The Agreement items affected by the proposed changes and any variations in quantities resulting from the changes.

7. An objective estimate of any effects the proposal will have on collateral cost to the City, costs of related items, and cost of maintenance and operation.

8. A statement as to the effect that the Proposal will have on the time for the completion of the Project.

9. A statement as to the time by which a Change Order adopting the Proposal must be executed or when the Engineer must have given verbal approval.

Proposals will be processed expeditiously; however, the City will not be liable for any delay in acting upon any Proposal nor for any failure to accept any Proposal pursuant to this Special Provision.

The Engineer will be the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of the Proposal. The Contractor will be notified in writing by the Engineer as to whether his/her Proposal has been accepted. The decision by the Engineer is final.

When the City deems such action to be appropriate, it reserves the right to require the Contractor to share equally in the cost to the City of investigating, evaluating, and processing the proposal as a condition for the consideration of such Proposal. Such cost must be shared whether the Proposal is accepted or rejected. When such a condition is imposed, the City will estimate these costs and the Contractor must indicate his acceptance thereof in writing. Such acceptance will authorize the City to deduct the Contractor's share of the costs from any monies due or that may become due to the Contractor under the Agreement.

If the Contractor's Proposal is accepted in whole or in part, the necessary Agreement Modifications and Agreement Price Adjustments will be affected by the execution of a Change Order which will specifically state that it is executed pursuant to this Special Provision.

The Contractor must continue to perform the work in accordance with the requirements of the Agreement until a Change Order incorporating the Proposal has been executed or until he/she has been given verbal approval by the Engineer that his/her Proposal has been accepted. If the Change Order has not been executed or he/she has not been given verbal approval on or before the date specified on the attached cost reduction incentive proposal form or on or before such other date as the Contractor may have subsequently specified in writing, the Proposal may be deemed to be rejected.

The executed Change Order will incorporate the changes in the Plans, Specifications, or other requirements of the Agreement which are necessary to permit the Proposal, or such part of it which has been accepted, to be put into effect, and will include any condition – upon which the City's approval thereof is based, if such approval is conditional. The executed Change Order may also extend the time for the completion of the Agreement if such an extension has been deemed to be warranted by the Engineer as a result of his evaluation of the Proposal.

The executed Change Order will also establish the estimated net savings in the cost of performing the Work attributable to the Proposal effectuated by the Change Order. In determining the net savings, the right is reserved to the Engineer to disregard the Agreement bid prices if, in his/her judgment, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted. The net savings will be established by determining the Contractor's cost of performing the Work, taking into account his/her cost of developing the Proposal and implementing the change, and reducing this amount by any ascertainable collateral costs to the City. The executed Change Order may provide that the Contractor be paid 50 percent of the estimated net savings amount.

The executed Change Order may also provide for the adjustment in Agreement prices. Agreement prices may be adjusted by subtracting the City's share of the accrued net savings.

The amount specified to be paid to the Contractor in the executed Change Order which effectuates a Cost Reduction Proposal will constitute full compensation to the Contractor for the Cost Reduction

Proposal and the performance of the work thereof pursuant to the said Change Order.

Upon acceptance of a Cost Reduction Incentive Proposal, any restrictions imposed by the Contractor on its use or on disclosure of the information will become void, and the City thereafter will have the right to use all or any part of the Proposal without obligation or compensation of any kind to the Contractor.

**COST REDUCTION INCENTIVE PROPOSAL FORM**

**TO:** CIP City Engineer

**FROM:**

**PROJECT NAME:** **TURF TO XERISCAPE PROGRAM, PHASE I**

**CITY PROJECT NUMBER:** **ST2405.401**

**DATE:**

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

ESTIMATED COST SUMMARY (Attached detailed estimate):

| | | |
|---|---|---|
| A. | Original Cost: | $ |
| B. | Proposed Cost: | $ |
| C. | Construction Savings (A-B): | $ |
| D. | Gross Savings (Included OH %, Bond %) | $ |
| E. | Contractor Implementing | $ |
| F. | City Implementing Cost: | $ |
| | Reduction in Agreement Price (C+D-E-F) x 50%: | $ |

Date by which a Change Order must be issued so as to obtain maximum cost reduction:

**CITY OF CHANDLER, ARIZONA**
**PUBLIC WORKS & UTILITIES DEPARTMENT**

# CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona
Date _____

**Project Name: TURF TO XERISCAPE PROGRAM, PHASE I**
**City Project No.: ST2405.401**

To the City of Chandler, Arizona

Gentlemen:

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

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

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

_____
CONTRACTOR

By _____

STATE OF ARIZONA )
) SS
COUNTY OF MARICOPA )

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

_____
Notary Public

_____
My Commission Expires

# PERFORMANCE BOND

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

**KNOW ALL MEN BY THESE PRESENTS THAT:**_____

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

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

the _____ day of _____, 20___ for construction of **TURF TO XERISCAPE PROGRAM, PHASE I, ST2405.401** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

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

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

# PAYMENT BOND

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

**KNOW ALL MEN BY THESE PRESENTS THAT:**_____

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

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20___ for construction of **TURF TO XERISCAPE PROGRAM, PHASE I, ST2405.401** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

# DISPUTE RESOLUTION

A. INFORMAL DISPUTE RESOLUTION

The parties to the Agreement agree that time is of the essence in relation to performance of the Agreement and completion of the Project, therefore any and all disputes in relation to the Agreement will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

B. DISPUTE RESOLUTION REPRESENTATIVE ("DRR") PROCESS

1. The Parties under the Agreement agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project ("Claim" or "Claims") will, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

2. The DRR Process will be initiated through service of a DRR Notice as set forth below:

   a. For claims by the Contractor or the Design Professional, the DRR Process will be initiated by the party asserting the claim serving written notice on the City setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project;
   (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific Agreement provisions in the Agreement Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.

   b. For claims by the City, the DRR process will be initiated by the City providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Agreement Documents that apply, and the relief requested.

   c. The DRR Notice will be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

3. The other parties will respond in writing to the DRR Notice ("DRR Response") within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response will be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

4. The designated Dispute Resolution Representatives for the Parties to the claim will then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

5. At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

6. The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

7. Unless otherwise designated in a written notice to the other parties, the City and the representatives of the Contractor and of the Design Professional will act as the parties' designated Dispute Resolution Representatives.

8. If a resolution of the Claim is reached, that resolution must be set forth in writing and must be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Agreement Documents, the Agreement Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties must execute an appropriate written Change Order or Amendment pursuant to the terms of the Agreement Documents.

C. MEDIATION

1. Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to B (5) above, whichever is earlier, will be submitted to mediation as a condition precedent to litigation by either party.

2. The mediation will be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Maricopa County Superior Court to appoint a mediator. The mediation will occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

3. The qualifications for the mediator will be that he/she be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of his/her time involving and/or resolving construction disputes for at least the past five (5) years.

4. Each party will provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties will exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the

mediator may request, and in the form and at such times, as the mediator may direct.

5. The parties will share the mediator's fee and any filing fees equally. The mediation will be held in Chandler, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation will be specifically enforceable in any court having jurisdiction thereof.

D. LITIGATION

Any claim arising out of or related to the Agreement, except Claims relating to aesthetic effect and except those claims waived as provided for in the Agreement Documents, must be resolved through litigation in the Maricopa County, Arizona Superior Court.

**CITY OF CHANDLER, ARIZONA**
**PUBLIC WORKS & UTILITIES DEPARTMENT**

**CERTIFICATE OF COMPLETION**

| | | | |
|---|---|---|---|
| **PROJECT NAME:** | **TURF TO XERISCAPE PROGRAM, PHASE I** | | |
| **CITY PROJECT NO.:** | **ST2405.401** | | |
| ***If Federally Funded:*** | | | |
| **FEDERAL NO.:** | | **ADOT NO:** | |

(*This section to be completed by Prime*)
I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER FOR THIS PROJECT HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE AGREEMENTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF THE COMPLETION DATE LISTED HERE:

| | |
|---|---|
| **FINAL ACCEPTANCE DATE:** | |

**PRIME CONTRACTOR:**

| | | | |
|---|---|---|---|
| FIRM NAME: | | | |
| PRINCIPAL: | | | |
| TITLE: | | | |
| SIGNATURE: | | DATE: | |

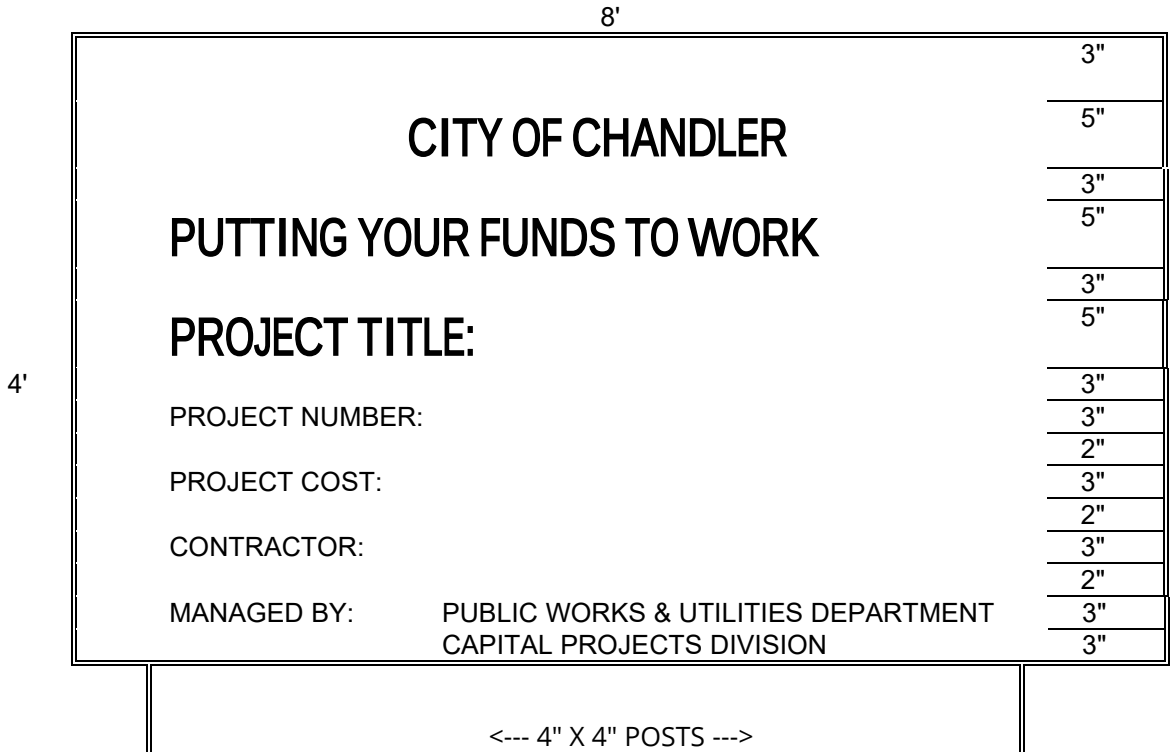
**CERTIFIED BY [*INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION*]:**

| | | | |
|---|---|---|---|
| FIRM NAME: | | | |
| SIGNATURE: | | DATE: | |

**PROJECT ACCEPTED BY CITY OF CHANDLER:**

| | | | |
|---|---|---|---|
| NAME: | | | |
| SIGNATURE: | | DATE: | |

## CONSTRUCTION SIGN DETAIL




NOTES:

SIGN(S) MUST BE FURNISHED AND ERECTED PRIOR TO COMMENCEMENT OF CONSTRUCTION. POSTS MUST BE ANCHORED A MINIMUM OF TWO FEET INTO THE GROUND. BOTTOM OF SIGN MUST BE A MINIMUM OF FOUR FEET ABOVE THE GROUND.

TYPICAL PROJECT IDENTIFICATION SIGN FOR GENERAL PROJECTS MUST BE NON-REFLECTORIZED GREEN BACKGROUND, AND NON-REFLECTORIZED WHITE LETTERS AND NUMERALS.

ONE SIGN MUST BE ERECTED FOR BUILDINGS AND OTHER LIMITED AREA SINGLE SITES. FOR MULTIPLE SITES, ONE SIGN MUST BE ERECTED AT EACH SITE.

FOR LINEAR PROJECTS ONE HALF MILE OR LONGER, PLACE ONE SIGN AT EACH END OF THE PROJECT.

# COST OF THE WORK

**(APPLICABLE SOLELY TO CONSTRUCTION MANAGER AT RISK AND JOB ORDER CONTRACTING)**

## SECTION 1 – COSTS TO BE REIMBURSED

### 1.1 Cost of the Work

The term Cost of the Work will mean costs necessarily incurred by Contractor in the proper performance of the Work. Such costs must be at rates not higher than the standard paid at the place of the Project except with prior consent of City. The Cost of the Work will include only the items set forth in this Section 1.

### 1.2 Labor Costs

1.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with City's approval, at off-site workshops. Cost to be reimbursed will be the actual wages paid to the individuals performing the work.

1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with City's approval. No Contractor personnel stationed at the Contractor's home or branch offices will be charged to the Cost of the Work. Non-field office based Contractor management and support personnel are expected to provide service and advice from time to time throughout the job and his/her time devoted to Project matters is considered to be covered by the Contractor's Fee.

1.2.3 Wages and salaries of Contractor's supervisory or administrative personnel who would normally be stationed at the field office in accordance with Section 1.2.2 but who become engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of his/her time required for the Work. Employee bonuses and/or costs associated with Employee Stock Ownership Plans ("ESOP") will not be considered reimbursable labor or labor burden costs and will be considered non-reimbursable costs considered to be covered by the Contractor's Fee.

1.2.4 Costs paid or incurred by Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holiday, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 1.2.1 through 1.2.3.

1.2.4.1 Cost of the Work will include the actual net cost to Contractor for worker's compensation insurance attributable to the wages chargeable to the Cost of Work per this Agreement. The actual net cost of worker's compensation must take into consideration all cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, any applicable weekly maximums, etc. Contractor may charge an estimated amount for worker's compensation insurance costs, but will make appropriate cost adjustments to actual costs within 45 days of receipt of actual cost adjustments from the insurance carrier.

1.2.4.3 Overtime wages paid to salaried personnel (if approved in advance in writing by City) will be reimbursed at the actual rate of overtime pay paid to the individual. No time charges for overtime hours worked on the Project will be allowed if the individual is not paid for the overtime worked.

1.2.4.4 Any overtime premium or shift differential expense to be incurred by Contractor for hourly workers will require City's advance written approval before the incremental cost of the overtime premium or shift differential will be considered a reimbursable cost. If the Contractor is required to work overtime as a result of an inexcusable delay or other coordination problems caused by the Contractor or anyone he/she is responsible for, the overtime premium and/or shift differential expense portion of the payroll expense and related labor burden costs will be considered as cost not to be reimbursed.

1.2.4.5 Reimbursable labor burden costs will be limited to payroll taxes, worker's compensation insurance, the employer's portion of union benefit costs for union employees working on the Project, and the actual verifiable fringe benefit costs incurred by Contractor for non-union individuals working on the Project subject to the following maximum percentages for the following reimbursable non-union fringe benefit costs. The following maximums (as a percentage of reimbursable actual wages by individual) will apply for each of the following types of fringe benefit costs specifically attributable to each of the non-union personnel working on the Project:

- Medical Insurance, Dental, Life & AD&D Insurance: 12.00%
- Holiday, vacation and other paid time not worked: 10.00%
- Pension Plan Contributions to Vested Employee Account, Simplified Employee Pension Plans, or 401K matching plans (Note: ESOP related costs are covered by the Contractor Fee) 10.00%

For non-union personnel, no other fringe benefit costs (other than the three specific categories listed immediately above, will be considered reimbursable Cost of Work. Any labor burden costs that are in excess of the amounts considered reimbursable or are otherwise not considered reimbursable under the terms of this agreement are intended to be covered by the Contractor Fee.

**1.3 Subcontract Costs**

1.3.1 Payments made by Contractor to Subcontractors in accordance with the requirements of the subcontracts.

1.3.2 For Scope of Work Bid Packages typically performed by Subcontractors, Contractor may "self- perform" such work on an actual cost basis subject to an agreed upon Guaranteed Maximum Price for the "self-performed work". The Contractor must, unless agreed to by City in writing, bid his/her proposed guaranteed Maximum Price for the work to be "self-performed" against at least three other interested trade Contractors. All savings under any such Subcontract for "self-performed work" must be applied to reduce the Cost of Work under the Agreement and the Guaranteed Maximum Price. For purposes of defining "self-performed work" subject to this provision, any division of Contractor, or any separate Contractor or Subcontractor that is partially owned or wholly owned by the Contractor or any of his/her employees or employee's relatives will be considered a related party entity and will be subject to this provision regarding "self-performed work". No self-performed work will

be allowed to be performed on a Fixed Price basis.

1.3.3 Contractor (with respect to its Suppliers, Subcontractors and all lower tier Subcontractors) must provide City advance written notice and must obtain City's approval for any proposed Subcontract Change Order, Material Purchase Order, or other financial commitment in an amount in excess of $5,000 prior to placing such order or entering into such agreement (regardless of whether or not any such commitment will affect the prime Agreement Guaranteed Maximum Cost). It is agreed that sums applicable to any Subcontract Change Order, Purchase Order or other financial commitment entered into in violation of the above notice and approval requirement will not be included in the amounts owning to Contractor, Subcontractors or Suppliers whether as Costs of the Work or as reasonable termination costs in the event of termination.

**1.4 Costs of Material and Equipment Incorporated in the Completed Construction**

1.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

1.4.2 Costs of materials described in the preceding Subparagraph 1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, in any, will become City's property at the completion of the Work or, at City's option, may be sold by the Contractor. Any amounts realized from such sales must be credited to City as a deduction from the Cost of Work.

1.4.3 Proceeds from the sale of recyclable materials, scrap, waste, etc. will be credited to job cost.

**1.5 Costs of Other materials and Equipment, Temporary Facilities and Related Items**

1.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor. Cost for items previously used by Contractor will mean fair market value.

1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by Contractor at the site, whether rented from Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented will be subject to City's prior written approval.

1.5.2.1 The Projected usage for each piece of equipment to be rented for use on the Project and the estimated total rentals must be considered by Contractor before the piece of equipment is rented so that an appropriate rent versus buy decision can be made. Purchased equipment must be considered "job owned". At the completion of the Project, Contractor must transfer title and possession of all remaining job-owned equipment to City, or Contractor may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by City and Contractor.

1.5.2.2 Each piece of equipment to be rented must have hourly, daily, weekly and monthly rates and

the most economical rate available will be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the jobsite. When the piece of equipment is no longer needed for the work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of Contractor.

**1.5.2.3 Equipment Rental Rates**

1.5.2.3.1 Compensation for equipment used on the Project will be paid in accordance with the Equipment Plan submitted by Contractor in the accepted GMP Proposal and no payments will be made in excess of the rates set forth in the Equipment Plan, or actual documented costs, whichever is less.

1.5.2.3.2 All equipment rental rates and costs are subject to City's right to audit when submitted as part of Equipment Plan and/or at any time during the Project.

1.5.2.4 The aggregate rentals chargeable for each piece of Contractor owned tools or equipment must not exceed 50% of the fair market value of such equipment at the time of its commitment to the Work. The original purchase price and date of purchase of the equipment will be documented with a copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply and no further rentals will be charged even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time.

1.5.2.5 Fair market value for used material and equipment as referred to in the Agreement Documents will mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: This is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.

1.5.2.6 All losses resulting from lost, damaged or stolen tools and equipment will be the sole responsibility of Contractor, and not City, and the cost of such losses will not be reimbursable under the Agreement.

1.5.2.7 Contractor will be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory must be submitted to City each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost (2) acquisition date (3) approved Fair Market Value at the time the piece of equipment was first used on the job and (4) final disposition.

1.5.2.8 All costs incurred for minor maintenance and repairs will be reimbursed at actual cost. Such costs include routine and preventative maintenance, minor repairs and other incidental costs. Repairs and/or replacement of a capital nature are considered to be covered by the rental rates. Major repairs and overhauls are not considered routine and ordinary; consequently such costs are not reimbursable and are intended to be covered by the rental rates.

1.5.3 Costs of removal of debris from the Site.

1.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

1.5.5 That portion of the reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

1.5.5.1 No travel expenses will be reimbursed to Contractor's representatives unless Project related travel required them to travel to a destination more than 100 miles from the Project location. Any travel involving airfare will require advance written approval by an authorized City's representative.

1.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City.

1.5.7 Reproduction costs will be the actual costs of reproduction subject to a maximum of five cents ($.05) per square foot for prints and a maximum of five cents ($.05) per 8 ½ by 11-inch page for offset print or photo copied agreement documents, specifications, etc. Telephone costs will be the actual costs paid to the third party telephone company for the field office telephone.

**1.6 Miscellaneous Costs**

1.6.1 That portion of insurance and bond premiums that can be directly attributed to the Agreement. The City will reimburse Contractor for contractually required bond at time of first pay application for GMP and Cost-Based Agreements upon receipt of proof of payment from the Contractor. If the Contractor completes Work for less than the Agreement Price, Contractor must credit the City a pro- rated amount for the unused portion of the bond payment

1.6.1.1 Contractor's actual cost for insurance will be considered to be included within the Maximum limit for General Conditions Costs. All premiums for any insurance and bonds required for the Project must reflect the net actual costs to Contractor after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, refunds, etc.

1.6.1.2 The amount to be reimbursed to Contractor for all contractually required insurance will be actual costs not to exceed a total of 2% of the Agreement Value, unless Contractor establishes to City's satisfaction that the actual cost is higher and City agrees to such actual higher cost in writing. If Contractor's cost of contractually required insurance is greater than the amount agreed to be reimbursed per this Agreement Provision, the difference will be considered to be covered by the Contractor's Fee. The City will reimburse Contractor for contractually required insurance on a monthly basis for GMP and Cost-Based Agreements. If Contractor can demonstrate substantial savings by paying for all insurance in advance, the City may agree to reimburse all insurance costs at time of first pay application for GMP and Cost-Based Agreements with proof of payment from Contractor.

1.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

1.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which Contractor is required by the Agreement Documents to pay.

1.6.4 Fees of laboratories for tests required by the Agreement Documents, except those related to defective or nonconforming Work and which do not fall within the scope of ¶ 1.7.3 below.

1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Agreement Documents; the cost of defending suites or claims for infringement of patent rights arising from such requirement of the Agreement Documents; and payments made in accordance with legal judgments against Contractor resulting from such suites or claims and payments of settlements made with City's consent. However, such costs of legal defenses, judgments and settlements must not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price.

1.6.6 Data processing costs related to the Work. However, any such data processing costs will be limited to the cost of personal computer hardware used at the field office in the normal day to day administration, management and control of the Project. The aggregate charges for any such hardware must not exceed the Fair Market Value of the hardware at the time it was brought to the field office. If the total charges for any particular piece of hardware reach an amount equal to the Fair Market Value, that particular piece of hardware must be turned over to City whenever it is no longer needed for the Project. If Contractor elects to keep the particular piece of hardware, the job costs must be credited with a mutually agreeable amount which will represent the Fair Market Value of the particular piece of hardware at the time it was no longer needed for the job. Software or other costs associated with the use of computer programs will not be considered to be a reimbursable cost and will be considered to be covered by the Contractor's Fee.

1.6.7 Deposits lost for causes other than Contractor's negligence or failure to fulfill a specific responsibility to City as set forth in the Agreement Documents.

1.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between City and Contractor, reasonably incurred by Contractor in the performance of the Work and with City's prior written approval; which approval will not be unreasonably withheld.

1.6.9 Expenses incurred in accordance with Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if pre-approved by City in writing. If City authorizes the reimbursement of relocation costs, the reimbursable relocation expenses will be limited to a maximum of $50,000 per person. Any relocation cost incurred by Contractor in excess of the amount reimbursed by City will be considered to be covered by the Contractor's Fee.

**1.7 Other Costs and Emergencies**

1.7.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by City.

1.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or

loss in case of an emergency affecting the safety of persons and property.

1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by Contractor, Subcontractors or Suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of Contractor and only to the extent that the cost of repair or correction is not recoverable by Contractor from insurance, sureties, Subcontractors or Suppliers.

**1.8 Related Party Transactions**

1.8.1 The term "related party" will mean a parent, subsidiary, affiliate or other entity having common ownership or management with Contractor; any entity in which any stockholder in, or management employee of, Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of Contractor. The term "related party" includes any member of the immediate family of any person identified above.

1.8.2 If any of the costs to be reimbursed arise from a transaction between Contractor and a related party, Contractor must notify City in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If City, after such notification, authorizes in writing the proposed transaction, then the cost incurred will be included as a cost to be reimbursed, and Contractor must procure the Work, equipment, goods or service from the related party, as a Subcontractor. If City fails to authorize the transaction, Contractor must procure the Work, equipment, goods or service from some person or entity other than a related party.

**SECTION 2 – COSTS NOT TO BE REIMBURSED**

2.1 The Cost of Work must not include:

2.1.1 Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the site office, except as specifically provided in Subparagraphs 1.2.2 and 1.2.3.

2.1.2 Expenses of Contractors' principal office and offices other than the site office.

2.1.3 Overhead and general expenses, except as may be expressly included in Section 1.

2.1.3.1 Costs of Contractor's home office computer services or other outside computer processing services will be considered overhead and general expense. Accordingly, Contractor should not plan to perform any such computer related services or alternatives at the field office when such services or functions can be performed at Contractor's home or branch offices, or other outside service locations.

2.1.4 Contractor's capital expenses, including interest on Contractor's capital employed for the Work.

2.1.5 Rental costs of machinery and equipment, except as specifically provided in subparagraph 1.5.2.

2.1.6 Except as provided in Subparagraph 1.7.3 of the Agreement, costs due to the negligence or failure to fulfill a specific responsibility of Contractor, Subcontractors and Suppliers or anyone directly or indirectly employed by any of them or for whose acts of them may be liable.

2.1.7 Any cost not specifically and expressly described in Section 1.

2.1.8 Costs, other than costs included in Change Orders approved by City that would cause the GMP to be exceeded.

**SECTION 3 – DISCOUNTS, REBATES, REFUNDS AND SAVINGS**

3.1 Cash discounts obtained on payments made by Contractor will accrue to City if (1) before making the payment, Contractor included them in an Application for Payment and received payment therefore from City, or (2) City has deposited funds with Contractor with which to make payments; otherwise, cash discounts will accrue to Contractor. Trade discounts, rebates, refunds and amounts received from sales or surplus materials and equipment will accrue to City, and Contractor must make provisions so that they can be secured.

3.1.1 Cost of the Work will be credited with all insurance policy discounts, performance and payment bond rebates or refunds, refunds or return premiums from any Subcontractor default insurance, refunds or rebates from any Contractor controlled insurance programs applicable to the Project, merchandise rebates of any nature, refunds of any nature, insurance dividends; and a portion of any volume rebates or free material credits earned with purchase of material or other goods and services charged to the job.

3.1.2 "Cash" discounts which may accrue to Contractor will be limited to a maximum of 1.5% of invoice cost. Any portion of "Cash" discounts greater than 1.5% will automatically accrue to City if Contractor is eligible to take advantage of the discounts.

3.2 Amounts that accrue to City in accordance with the provisions of Paragraph 3.1 will be credited to City as a deduction from the Cost of the Work.

3.3 Any and all savings on the GMP, or any separately guaranteed items comprising the GMP, will belong to City, subject to any express right in the Agreement for Contractor to share in savings. Savings are subject to City's right to audit, and may be audited separately.

**SECTION 4 – GENERAL CONDITIONS COSTS**

4.1 General Conditions Costs may include, but are not limited to, the following types of costs incurred by Contractor during construction of the Work to the extent they are reimbursable Costs of the Work as delineated above: payroll costs for Work conducted at the site, payroll costs for the superintendent and full-time general foremen, payroll costs for management personnel resident and working on the site workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.), administrative office personnel, costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site, costs of liability insurance premiums not included in labor burdens for direct labor

costs, costs of bond premiums, costs of consultants not in the direct employ of Contractor or Subcontractors, fees for permits and licenses.

4.2 General Conditions Costs may be paid on a percentage of the Agreement Price or on a lump/stipulate sum basis as set forth in the Agreement. All costs included in the General Conditions Costs will not be separately invoiced to or paid by City.

4.3 The total amount of General Conditions Costs for the Work may be divided by the number of days allowed for performance of the Work, to determine a fixed daily rate for General Conditions Costs that may be used in computing the General Conditions Costs allocated to any period of time, or for any adjustments in the General Conditions Costs agreed to in writing by City.

# LANDSCAPE ESTABLISHMENT PERIOD

## Section 1 – Description and General

Contractor is in direct control of work performed under the Landscape Establishment Period. If work is subcontracted, a representative of the Contractor will be present at the site of the work for all hours that the subcontractor works. Subcontracting of Landscape Establishment work will be permitted for weed eradication with herbicides, because of special licensing. A licensed temporary service may be used to supply labor to Contractor if Contractor has received approval from City Representatives. Contractor will submit the required subcontract documentation.

Contractor must provide adequate personnel to accomplish the required maintenance of the plant materials at intervals acceptable to City Representatives.

If not healthy at the end of the maintenance period, the maintenance must be continued until the plant material is approved by City.

### 1.1 Time and Schedule

Unless otherwise expressly agreed to in writing by City, the Landscape Establishment Period will be per General Conditions Section 6.5.4.

### 1.2 Planted Stock and Seeding Establishment

1.2.1 Tree planting and staking must be per City of Chandler Standard Detail C-801.

1.2.2 All trees will stand erect on their own without stakes when brought to this site. If the tree cannot stand on its own when nursery stakes are removed, the tree will be removed and replaced.

### 1.3 Pre-Emergent Herbicide and Weed Control

1.3.1 Contractor will provide three applications of an approved pre-emergent herbicide on all unpaved areas of the project, as directed by City Representatives, to control weed growth in all areas of the project. The number of applications may be increased as directed by the City Representative, and at no additional cost to City, if the City Representative deems additional applications are required to control weed growth.

1.3.2 Application sequence will be approved in advance by City. The first application of pre-emergent will be completed prior to the application of Decomposed Granite and will be included with the cost of the Decomposed Granite as specified and part of the Construction Phase portion of work. The second application of pre-emergent will be completed after installation of the Decomposed Granit and no later than half-way through the Landscape Establishment Period. The third and final application of pre-emergent will be applied 15 days prior to completion of the Landscape Establishment portion of the project. The second and third pre-emergent applications will be included with the cost of Landscape Establishment. Watering will be completed in accordance with the manufacturer's recommendations, as included and as related to each application.

1.3.3 The pre-emergent herbicide will be applied in accordance with the Technical Specifications and the recommendations of the pre-emergent herbicide manufacturer, as approved by City Representatives.

1.3.4 The control of weeds will be accomplished by the use of herbicides. Manual removal of weeds will be required, after herbicides have taken affect.

1.3.5 Contractor is responsible for the removal and disposal of all trash and debris that during the Landscape Establishment Period. Contractor will keep the project in a neat and orderly manner during the duration of the Landscape Establishment Period.

**1.4 Water**

The water used during Landscape Establishment to properly maintain the plant material will be furnished by City, at designated sources from within the project limits, at no charge to Contractor. Contractor will be responsible for all equipment, materials and labor necessary to load, transport and unload water for watering purposes.

**1.5 Plant Material Replacements**

The plant material replacement will be considered as included in the work for Landscape Establishment, and will be made at no charge to the City.

1.5.1 Shrub and Plant Replacement - During the second half of the Landscaping Establishment period, Contractor will provide, where required, plant replacements as follows:

| **Original Size** | **Replacement Size** |
|---|---|
| 1 gallon | 5 gallon |
| 5 gallon | 15 gallon |
| 15 gallon | 24-inch box |
| 36-inch box | 48-inch box |

1.5.2 Tree Replacement – During the second half of the Landscape Establishment Period, Contractor will provide plant material replacements for existing plants that die as follows:

| **Existing Plant Material Sizes** | **Replacement Size** |
|---|---|
| Trees: | |
| 2-inch Caliper | 24-inch box |
| 4-inch Caliper | 36-inch box |
| 6-inch Caliper and greater | 54-inch box |
| Shrubs: | |
| All Existing Shrubs | 15 gallon |

**1.6 Measurement and Payment**

See Technical Specifications for Measurement Payment provisions.

# EXHIBIT C

# TECHNICAL SPECIFICATIONS

# TURF TO XERISCAPE PROGRAM

## PHASE I

## CITY OF CHANDLER PROJECT NO. ST2405.401

## TECHNICAL SPECIFICATIONS

PREPARED FOR:

CITY OF CHANDLER

CAPITAL PROJECTS

PREPARED BY:

**J2 DESIGN**

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## PART A: BID ITEMS

The following items, though not a comprehensive list, are non-payment items being considered incidental to the project, the costs of which are to be included within other bid items:

Saw cutting
Locating (or pothole) of new or existing utilities
Concrete curb and gutter transition, MAG Std. Det. 221
Curb transition, MAG Det. 220-2 and 221
Agreementor's site office or yard.
Roadway sweeping
Any and all permits - preparation costs and permit fees
Protective fencing or plating for open trenches
Photographing and videotaping of the project
Preparation of record drawings
Quality control and materials testing
Crown line
Temporary pavement as required for all pipeline and underground work
Removal of existing landscape irrigation pipe, tubing, and equipment

## ITEM NO. 1 CONSTRUCTION SURVEYING AND LAYOUT

### Description:

The Agreementor will furnish all labor, materials, and equipment necessary to perform all surveying, staking, laying out of control lines, and verifications of the accuracy of all existing control points that are delineated in the Agreement Documents. The work will be done under the direction of a Registered Land Surveyor (RLS) licensed to practice in the State of Arizona.

**Construction Requirements:**

**Staking Outline:** Prior to beginning any survey operations, the Agreementor will furnish to the Engineer, for approval, a written outline detailing the method of staking, interval of stakes, marking of stakes, grade control for various courses of materials, referencing, structure control, and any other procedures and controls necessary for survey completion. A part of this outline will also be a schedule that will show the sequencing of the survey and layout work, throughout the course of the Agreement, listing a percentage of completion for each month.

**Field Books:** The Agreementor will furnish field books to be used for recording survey data and field notes. These books will be available for inspection by the City at any time and will become the property of the City upon completion of the work.

**Survey Control Verification:** Control Points (horizontal and vertical) -The existence and location of all survey monuments, bench marks, and control points will be verified prior to demolition or construction activity. Immediately notify the City of Chandler Project Manager when location discrepancies greater than 0.02 foot horizontal or 0.01 foot vertical are found. All datum will be based upon the City of Chandler datum.

**Control Lines:** Construction control lines with grade breaks, transition points, horizontal and vertical curves, etc., will be established and referenced prior to construction.

**Temporary Bench Marks:** Temporary bench marks will be established prior to construction, maintained and periodically verified for accuracy throughout the construction phase.

**Pre-Construction Location Survey:** All existing features will be located prior to construction, referenced to survey monuments along control lines by stationing in accordance with the construction documents and by offset distance from the control lines. All features will be re-locatable after construction. Distances measured will be within 0.01 foot.

**Survey monuments:** The land surveyor will follow the requirements of A.R.S. § 33-103 when establishing, replacing or setting Public Land System Survey monuments at Section or Quarter Section corners and will follow the requirement in Section 9(C) of the Arizona Boundary Survey Minimum Standards when establishing new or replacement boundary monuments and witness corner monuments. Finally, land surveyors will also comply with the requirements of A.R.S. § 104 through 106 when establishing, replacing or setting any type of boundary monument. Whenever any monuments are established, including those set to replace missing or damaged monuments of a previous survey, those actions require the surveyor to create and record a survey drawing documenting the new monumentation as established.

**Water and Sewer Line Appurtenances:** Water and sewer line surface appurtenances such as manholes, valves, and cleanouts that lie within the construction area will be located and noted on the Agreementor's approved construction documents prior to any demolition or excavation.

**Match Points and Removals:** Verify the location (horizontal and vertical) of existing facilities to which the project connects. Immediately notify City Representatives when location discrepancies of connecting facilities greater than 0.10 foot horizontal or 0.02 foot vertical are found.

**Construction Stakes:** The Agreementor will set construction stakes and marks establishing lines and grades for road work, curbs, gutters, sidewalks, structures, buildings, centerlines for utilities and necessary appurtenances, and other work as indicated in the Agreement Documents and will be responsible for their conformance with the Project Plans and Technical Specifications.

The stakes will be established in accordance with the following guidelines which represent the minimum standard and the Agreementor will provide additional stakes and controls necessary to perform the work. The Agreementor will be held responsible for the preservation of all stakes and marks and will replace, at no additional cost to the City, any construction stakes or marks which have been carelessly or willfully destroyed by any party.

**(a) Sidewalk and Bike Paths:** Stakes are not required for sidewalks five feet or less in width which are adjoining existing curb and gutter.

**(1)** Sidewalk stakes will be set to grade on an offset and tacked for line at 25 foot intervals at the beginning and end of horizontal and vertical curves and grade breaks.

**(b) Storm Sewer and Drainage:** All cuts will be to the invert of the pipe, given to the nearest 0.01 of a foot.

**(1)** Stakes for storm sewer will be driven flush with the existing ground, set on an offset at 50 foot intervals. Stakes will be marked with the offset and indicated cut.

**(2)** Wyes for laterals will be marked with a line only stake.

**(3)** Manholes will be marked with the offset and indicated cut to top of manhole grade and inverts.

**(4)** Stakes for storm water inlets, two per inlet, will be set on a line normal to the roadway at the center line of the inlet five and ten feet from the face of curb. The stakes will be marked with the offset to the face of curb and the cut or fill to the top of curb and inverts.

**(5)** Cut sheets will be supplied to the Agreementor and City of Chandler Inspector.

**(c) Water:** All cuts will be to the invert of the pipe, given to the nearest 0.10 of a foot.

**(1)** Stakes for water will be driven flush with the existing ground, set on an offset at 50 foot intervals and specified grade breaks. Stakes will be marked with the offset and indicated cut.

**(2)** Fittings or other critical points such as tees will be marked with a line only stake.

**(3)** Fire hydrants will be located with two stakes per hydrant set parallel with the roadway five feet from the centerline of the hydrant. The stakes will be marked with the offset to the hydrant and indicated cut to the top of curb at the centerline of the hydrant.

**(4)** Water meters will be located with two stakes per meter set parallel with the roadway five feet from the centerline of the meter. The stakes will be marked with the offset to the meter and indicated cut to the top of curb at the centerline of the meter.

**(5)** Cut sheets will be supplied to the Agreementor and City of Chandler Inspector.

**(d) Inspection and Acceptance of Work:** The City reserves the right to make inspections and random checks of any portion of the staking and layout work. If, in the City's opinion, the work is not being performed in a manner that will assure proper control and accuracy of the work, the City may order any or all of the staking and layout work redone at no additional cost.

**Measurement and Payment:**

Construction Surveying and Layout will be measured as a single complete unit of work and paid at the agreement lump sum price, which price will be full compensation for the work as described herein and required to provide all necessary survey stakes and control. The approved schedule showing the sequencing and percentage of the survey and layout work will be the basis on which monthly progress payments will be made. This schedule will be subject to periodic review, at the request of either party, if the survey and layout work lags or accelerates. If necessary, the schedule will be revised to reflect changes in survey and layout progress. When approved, the revised schedule will become the basis for payment.

## ITEM NO. 2 EROSION CONTROL (SWPPP PREPARATION, INSTALLATION, MAINTENANCE, AND REMOVAL)

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary to prepare the SWPPP plan, furnish, install, maintain and remove (if applicable) erosion control best management practices as specified in the Project Plans and directed by City Representatives.

**Materials:**

All materials will conform to the requirements of ADOT Standard Specifications. Section 810-2.

**Construction Requirements:**

All work under this item will be completed in conformance with the Project Plans and all applicable City, County, State, and Federal regulations.

**Measurement and Payment:**

Erosion Control (SWPPP Preparation, Installation, Maintenance, and Removal) will be measured as a single complete unit of work and paid at the Agreement lump sum price, which price will be full compensation for the work described herein and complete in place.

No payment will be made for rejected best management practices, for maintenance after a storm event, or for damage by the Agreementor. No allowance will be made for extra material used in overlapping at splice joints.

## ITEM NO. 3 MOBILIZATION/DEMOBILIZATION

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary to conform to MAG Uniform Standard Specifications Section 109.10.

**Measurement and Payment:**

Mobilization/Demobilization will be measured as a single complete unit of work and paid at the contact lump sum price, which price will be full compensation for the work, complete in place.

## ITEM NO. 4 CLEARING AND GRUBBING (INCLUDE SHRUB AND STUMP REMOVAL)

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary to conform to MAG Uniform Standard Specifications Section 201. The Agreementor should review the landscape plans to identify trees to be protected in place. The Agreementor will clear and grub only the areas required to construct the project improvements.

**Construction Requirements:**

All work under this item will be completed in conformance with MAG Uniform Standard Specifications Section 201 in its entirety except as modified herein.

Burning of trash, debris, plant material, wood, or any other waste material will not be allowed.

**Measurement and Payment:**

Clearing and Grubbing will be measured as a single complete unit of work and paid at the

contact lump sum price, which price will be full compensation for the work, complete in place. Separate measurement will be made for trees 4 inches or larger in diameter at 1-foot above the original ground surface.

## ITEM NO. 5 REMOVE CONCRETE HEADER

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary to remove and dispose of existing concrete header from the project area, as shown on the Project Plans, as directed by City Representatives, and as specified herein.

**Measurement and Payment:**

Remove Concrete Header will be measured per lineal foot, which price will be full compensation for the work, complete in place, including excavation and subsequent backfill, compaction, hauling, obtaining permits, and disposal of materials.

## ITEM NO. 6 REMOVE TURF GRASS

**Description:**

Contractor shall verify exact limits with Engineer for all turf grass removal areas designated on the plans. All work shall be in accordance with these specifications and standards.

Contractor shall fully eradicate and remove existing turf grass in areas required for new construction or where an existing turf area is being converted to decomposed granite. Bermuda grass is a very aggressive warm season plant. Both common and hybrid bermuda can reproduce by stolons (above ground runners), rhizomes (underground runners) or seed.

**MATERIALS:** The contractor shall be responsible for all applications of contact herbicide work. All applications of contact herbicide shall be performed by a registered and licensed applicator with 5 years of experience performing this work. Contractor shall provide qualifications, license information, insurance and other pertinent data on the qualifications and experience of the applicator at the pre-construction conference.

The only viable way to eradicate this plant is by chemical treatment and removal of root mass. The best chemical to use is glyphosate. It is marketed under the names of Roundup (Monsanto), Doomsday (General Control) and Kleenup (Ortho Products). Glyphosate is a foliar herbicide that kills or damages plants that it contacts.

**EXECUTION:**

Only spray grass killer on areas of the site that are shown for turf grass removal on the plans. The contractor stake out limits of turf grass removal prior to applying weed killer and have the grass removal limits approved by the Engineer prior to application of chemicals.

Step 1: One week prior to applying glyphosate, contractor shall irrigate the lawn area to get the grass actively growing. The temperatures shall be above 70 degrees for lawn eradication activities to begin. Spray herbicide on Bermuda grass, do not exceed the recommended rate on the herbicide label, and apply the herbicide evenly. It is not necessary to saturate the grass with the herbicide. Cut off irrigation after spraying of herbicide. Allow about two weeks for glyphosate to work after initial application. If rain is expected within 8 hours of application, contractor shall wait for a dry period because the effectiveness of glyphosate is greatly reduced by rain.

Step 2: When the grass is brown and dead, contractor shall scrape and remove a 3 inch layer of the dead grass, root mass and soil. If the grade is higher than the surrounding area, sidewalks, driveways, parking areas the contractor shall lower the grade by either "scalping" the lawn area using a mower set low or using a power rake (verticutter). Contractor shall remove as much of the grass and roots as possible. Contractor shall make the rough grade about three inches lower than the surrounding area to prevent granite or gravel from getting on adjacent walks, parking areas or hardscape areas. All grades shall be in compliance with the grading plans or as directed by the Engineer.

Step 3: Turn the irrigation back on for two weeks to see what Bermuda grass is still alive and starts growing again. Repeat Step 1 by spraying a second application of herbicide. Once a vast a majority of the turf grass is dead and not showing any signs of life then proceed to step 4 with the approval of the City project manager.

Step 4: Contractor shall monitor the re-growth of Bermuda grass and apply spot application of glyphosate to any bermuda grass growth or glyphosate and a ‘Sedgehammer’ herbicide to any nutsedge during the remainder of construction and through the 90 day maintenance period.

Contractor shall haul off and properly dispose of all dead grass, root mass and soil.

**Measurement and Payment:**

Remove Turf Grass be measured per square foot, which price will be full compensation for the work, complete in place, including spraying of turf grass with grass killer, excavation, compaction, hauling, obtaining permits, and disposal of materials.

## ITEM NO. 7 REMOVE DECOMPOSED GRANITE

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary to remove and dispose of existing decomposed granite from the project area, as shown on the Project Plans, as directed by City Representatives, and as specified herein.

**Construction Requirements:**

Removal and disposal of decomposed granite will comply with MAG Standard Specifications Section 350 in its entirety.

**Measurement and Payment:**

Remove Decomposed Granite will be measured per square foot which price will be full compensation for the work, complete in place, including removal, hauling, obtaining permits, and disposal of materials.

## ITEM NO. 8 REMOVE WATER METER

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary for the removal of existing water meters as specified in the Project Plans, as directed by City Representatives, and as specified herein.

**Measurement and Payment:**

Remove Water Meter be measured per each, which price will be full compensation for the work, complete in place, including removal of water meter & box, capping service line, completing City of Chandler water meter abandonment procedures, and disposal of materials. Confirm with City if the water meter is to be returned to the City.

## ITEM NO. 9 REMOVE BACKFLOW PREVENTER & ENCLOSURE CAGE

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary for the removal of backflow preventer and enclosure cage as specified in the Project Plans, as directed by City Representatives, and as specified herein.

**Construction Requirements:**

The Agreement will be responsible for removing existing irrigation backflow preventer and enclosure cage.

**Measurement and Payment:**

Remove Backflow Preventer will be measured per each, which price will be full compensation for the work, complete in place, including removal, hauling, obtaining permits, and disposal of materials. Confirm with City if the backflow preventer and enclosure cage are to be returned to the City.

## ITEM NO. 10 REMOVE IRRIGATION PUMP

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary for the removal of irrigation pump as specified in the Project Plans, as directed by City Representatives, and as specified herein.

**Measurement and Payment:**

Remove Irrigation Pump will be measured per each, which price will be full compensation for the work, complete in place, including removal, hauling, disconnecting from the power source, obtaining permits, and disposal of materials. Confirm with City if the irrigation pump is to be returned to the City.

## ITEM NO. 11 REMOVE IRRIGATION CONTROLLER

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary for the removal of existing irrigation controller including the pedestal mounted enclosure and disconnecting from the electric meter as specified in the Project Plans, as directed by City Representatives, and as specified herein.

**Measurement and Payment:**

Remove Irrigation Controller will be measured per each, which price will be full compensation for the work, complete in place, including disconnecting from electric meter, removal, hauling, obtaining permits, and disposal of materials. Confirm with City if the irrigation controller and pedestal mounted enclosure are to be returned to the City.

## ITEM NO. 12 REMOVE TREES (4” DIA. AND LARGER)

**Description:**

The work under this item will consist of furnishing of all materials, labor, and equipment for the removal and disposal of existing trees 4 inches or larger in diameter at 1-foot above the original ground surface including grinding stump 18” below grade at locations as specified in the Project Plans.

**Construction Requirements:**

Removal and disposal of trees will comply with MAG Standard Specifications Section 350 in its entirety.

**Measurement and Payment:**

Removal of trees will be measured per each, which price will be full compensation for the work, complete in place, including stump grinding 18” below grade and disposal.

## ITEM NO. 13 REMOVE IRRIGATION VALVES & EQUIPMENT

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment for removing exisitng irrigation valves & equipment as specified in the Project Plans or as directed by City Representatives.

**Construction Requirements:**

Removal and disposal of existing irrigation valves & equipment will comply with MAG Standard Specifications Section 350 in its entirety.

**Measurement:**

Remove Irrigation Valves & Equipment will be measured as a lump sum.

**Payment:**

Remove Irrigation Valves & Equipment, measured as provided above, will be paid for at the Agreement lump price each, which price will be full compensation for the work, complete in place.

## ITEM NO. 14 SAWCUT, REMOVE AND REPLACE ASPHALT

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment to sawcut, remove and replace existing asphalt as specified in the Project Plans or as directed by City Representatives.

**Construction Requirements:**

Removal and disposal of existing asphalt pavement will comply with MAG Standard Detail 200-1 “T-Top” and MAG specifications section 350 in its entirety.

**Measurement:**

Remove Sawcut, Remove, and Replace Asphalt will be measured on a square yard basis.

**Payment:**

Sawcut, Remove and Replace Asphalt, measured as provided above, will be paid for at the Agreement lump price each, which price will be full compensation for the work, complete in place.

**ITEM NO. 15 TREE – 36 IN BOX,**
**ITEM NO. 16 TREE – 24 IN BOX,**
**ITEM NO. 17 TREE – 15 GALLON**
**ITEM NO. 18 SHRUB – 5 GAL**
**ITEM NO. 19 GROUNDCOVERS – 5 GAL**
**ITEM NO. 20 ACCENTS – 5 GAL**

**Description:**

The work under these items will consist of furnishing all materials, labor, and equipment necessary to plant shrubs, accents, groundcovers and trees, of the size and type indicated, at all locations as specified in the Project Plans.

Control stationing, application of rodent repellent by mechanical or chemical means, removal of excess material(s), and general plant care and maintenance will also be completed in accordance with the requirements of Section 430 of MAG Standard Specifications, these Technical Specifications, and as required and approved by City Representatives.

**Measurement and Payment:**

Shrubs, accents groundcovers, and trees will be measured as a unit for each item planted and will be paid for at the Agreement unit price each, which price will be full compensation for the work, complete in place.

No payment will be made for shrubs, accents, groundcovers, and trees selected for inspection and not planted or for the care and protection of trees, shrubs, accents, groundcovers, prior to the beginning of the landscaping establishment period, the costs being considered as included in the prices paid for trees accepted and paid for under this bid item.

**ITEM NO. 21 DECOMPOSED GRANITE- 1-1/4” SCREENED DESERT GOLD**

**Description:**

The work under these items consists of the following:

- Grading surfaces upon which and decomposed granite will be placed to ensure proper drainage.
- Furnishing, placing, and compacting and decomposed granite, which will include all excavation and back filling.

- Included in the granite work is maintaining these areas free of weeds and trash/debris during the construction and landscape establishment phases of the project.

All work under this section will be completed in accordance with the details shown on the Project Plans, MAG Standard Specifications Section 430 and 795, and the requirements of these Technical Specifications.

**Measurement and Payment:**

Decomposed Granite, 1-1/4" Screened Desert Gold will be measured by the square foot and will be paid for at the Agreement unit price per square foot, which price will be full compensation for the item, complete in place. Payment will include all required or requested samples, grading, compaction, pre-emergent herbicide, all erosion repair work and other related activities as described and specified herein, and as specified in the Project Plans or as required by City Representatives.

No additional payment will be made for all erosion repair work or compaction of soil, as specified herein, the cost being considered incidental to this item.

Agreementor will be responsible for all erosion repairs on project site that may occur during decomposed granite mulch color review and approval process at no additional payment to the Agreementor.

**ITEM NO. 22 RIVER ROCK- D50=9"**

**Description:**

All work under this section will be completed in accordance with the details shown on the Project Plans, MAG Standard Specifications Section 220 and 703, except as amended by these Technical Specifications.

River Rock shall conform to the requirements of MAG section 703, except that the aggregate shall be rounded.

River rock approved for construction will be acquired from a single source.

The salvage and reuse of existing river rock material from the project area will not be allowed. All river rock will be new. Each river rock material will come from a single source to ensure uniformity of color.

River rock to be used on the project and all samples prior to placement on the job site must meet the following requirements:

- Copy of the environmental permit for each granite source pit.
- Written acknowledgement from each supplier that they can provide the quantity of river rock material required to complete the project.
- Written acknowledgement that river rock supplier material will be provided within

the Agreement time frame.

- The Agreementor will provide a 5-gallon bucket sample for each color required on the project and each proposed alternate color

The river rock review and approval process will be coordinated by the Agreementor with City Representatives and requires a 1-week minimum advance notice by the Agreementor through the City Representatives.

The Agreementor will remove all non-planted vegetation from all areas designated to receive river rock (by chemical or mechanical means) and maintain the designated areas "vegetation-free" for a minimum period of 40 working days prior to placement of the granite mulch and decomposed granite, or as specified by the City Representative.

When using herbicides, a pre-emergent herbicide (Gallery, Surflan, Barricade or equivalent) will be applied to all granite material areas in the manner recommended by the manufacturer to prevent germination of noxious weeds.

**Measurement and Payment:**

River Rock, d50=9" will be measured by the cubic yard and will be paid for at the Agreement unit price per cubic yard, which price will be full compensation for the item, complete in place. Payment will include all required or requested samples, grading, compaction, pre-emergent herbicide, erosion control geosynthetic fabric, all erosion repair work and other related activities as described and specified herein, and as specified in the Project Plans or as required by City Representatives.

No additional payment will be made for all erosion repair work or compaction of soil, as specified herein, the cost being considered incidental to this item.

## ITEM NO. 23 CONCRETE HEADER

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary for the Concrete Header as specified in the Project Plans, as directed by City Representatives, and as specified herein.

**Measurement and Payment:**

Concrete Header will be measured by the linear foot and will be paid for at the Agreement unit price per linear foot, which price will be full compensation for the item, complete in place. Payment will include all required grading, compaction, concrete forming, rebar, concrete and other related activities as described and specified herein, and as specified in the Project Plans or as required by City Representatives.

## ITEM NO. 24 TURF SEED & SOIL PREPARATION

### Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for the Turf Seed and Soil Preparation as specified in the Project Plans, as directed by City Representatives, and as specified herein.

### Construction Requirements:

Turf Seed and Soil Preparation will comply with MAG Standard Specifications Sections 430.6.1 & 430.6.2 in their entirety, except as modified.

### Measurement and Payment:

Turf Seed and Soil Preparation will be measured by the square foot and will be paid for at the Agreement unit price per square foot, which price will be full compensation for the item, complete in place. Payment will include all labor, material and equipment as described and specified herein, and as specified in the Project Plans or as required by City Representatives.

## ITEM NO. 25 TREE PROTECTION FENCING

### Description:

The work under this item will consist of furnishing all materials, labor, and equipment necessary for the Tree Protection Fencing as specified in the Project Plans, as directed by City Representatives, and as specified herein.

### Measurement and Payment:

Tree Protection Fencing be measured per linear foot, which price will be full compensation for the work, complete in place, including installation and maintenance of fencing and posts.

## ITEM NO. 26 2.5” BALL VALVE ASSEMBLY
## ITEM NO. 27 2” BALL VALVE ASSEMBLY
## ITEM NO. 28 1.5” BALL VALVE ASSEMBLY
## ITEM NO. 29 1.25” BALL VALVE ASSEMBLY

### Description:

The work under this item consists of furnishing all labor, materials, equipment for installing ball valves, including valve box, gravel, geotextile fabric, concrete support block, excavation and backfilling at the locations designated and in accordance with the details shown on the Project Plans and in accordance with the requirements of these Technical Specifications.

### Measurement and Payment:

Ball Valve Assembly will be measured as unit for each and will be paid for at the Agreement unit price each, which price will be full compensation for the work complete in place, as described and specified herein and on the Project Plans.

## ITEM NO. 30 1" DRIP REMOTE CONTROL VALVE ASSEMBLY

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing the remote control valves complete, including all necessary pipe and fittings, common and control wire, pressure regulator riser, wye filter, union, ball valve, ID tag, valve box and appurtenances, excavation, and backfilling as required at the locations specified in the Project Plans, and these Technical Specifications.

Each drip remote control valve assembly shall be as shown on the plans and details.

**Measurement and Payment:**

1 Inch Drip Remote Control Valve Assembly will be measured as unit per each and will be paid for at the Agreement unit price, per each, which price will be full compensation for the work, complete in place, including all necessary pipe and fittings, common and control wire, pressure regulator, wye filter, union, ball valve, ID tag, valve box, and appurtenances, ac solenoids, excavation, and backfilling as described and specified herein and as shown on the Project Plans.

No additional payment will be made for the gravel sump or geotextile fabric, the cost being considered incidental to this item.

## ITEM NO. 31 1.5" TURF REMOTE CONTROL VALVE ASSEMBLY
## ITEM NO. 32 2" TURF REMOTE CONTROL VALVE ASSEMBLY

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing the turf remote control valves complete, including all necessary pipe and fittings, common and control wire, union, ball valve, ID tag, valve box and appurtenances, excavation, and backfilling as required at the locations specified in the Project Plans, and these Technical Specifications.

Each turf remote control valve assembly shall be as shown on the plans and details.

**Measurement and Payment:**

Turf Remote Control Valve Assembly will be measured as unit per each and will be paid for at the Agreement unit price, per each, which price will be full compensation for the work, complete in place, including all necessary pipe and fittings, common and control

wire, union, ball valve, ID tag, valve box, and appurtenances, ac solenoids, excavation, and backfilling as described and specified herein and as shown on the Project Plans.

No additional payment will be made for the gravel sump or geotextile fabric, the cost being considered incidental to this item.

## ITEM NO. 33 MULTI OUTLET EMITTER ASSEMBLY

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing the emitter assemblies, multi-outlet, including excavating and backfilling, at the locations specified in the Project Plans & Details and these Technical Specifications.

**Measurement and Payment:**

Multi Outlet Emitter Assembly will be measured as unit for each and will be paid for at the Agreement unit price each, which price will be full compensation for the work, complete in place, as specified herein and on the Project Plans.

No additional payment will be made for vinyl distribution tubing, ½" PVC supply pipe, emitter valve box, geotextile fabric, pea gravel sump, distribution tube, or hose stake the cost being considered incidental to this item.

No additional payment will be made for GIS data collection and for producing the required record drawings, the cost being considered incidental to this item.

## ITEM NO. 34 DEEP ROOT WATERING ASSEMBLY

**Description:**

The work under this item consists of furnishing all labor, materials, equipment for installing the deep root watering assembly complete in place, including plastic mesh tube, drip emitter, filter fabric, swing joint and aggregate material.

Install deep root watering system per plans & details.

Hand digging around existing tree roots may be required.

**Measurement and Payment:**

The Deep Root Watering Assembly will be measured as a unit for each and will be paid for at the Agreement unit price each, which price will be full compensation for the work, complete in place, as described and specified herein and in the Project Plans.

## ITEM NO. 35 TURF ROTORS

**Description:**

The work under this item shall consist of furnishing all labor, materials, and equipment necessary to install new turf rotor assembly as specified on the plans and details of the size and materials shown, at all locations indicated on the project plans.

**Materials:**

All materials shall conform to MAG Specifications Sections 757 in their entirety, including all City of Chandler supplements except as modified on the plans and details and herein.

**Construction Requirements:**

Comply with MAG Uniform Standard Specifications and Details for Public Works Construction Section 440 in its entirety, including all revisions and City of Chandler supplements except as modified herein.

**Measurement and Payment:**

Comply with MAG Uniform Standard Specifications and Details for Public Works Construction Section 440 in its entirety, including all revisions and City of Chandler supplements except as modified herein. Items will be paid for at the contract unit price per each, which shall be full compensation for the item, complete in place.

## ITEM NO. 36 END CAP FLUSH VALVE ASSEMBLY

**Description:**

The work under this item will consist of furnishing all materials, labor, and equipment necessary for installing lateral flush valve assemblies at all locations as specified in Project Plans, Details, and these Technical Specifications.

The required End Cap Flush Valve Assembly components include ball valve, necessary pipe, fittings, valve box, and all excavation and backfilling. Any removal and salvage after testing will be incidental to this item with no additional cost to the City.

**Measurement and Payment:**

Enc Cap Flush Valve Assembly will be measured as a unit for each and will be paid for at the Agreement unit price per each, which price will be full compensation for the work, complete in place, as specified herein and on the Project Plans.

**ITEM NO. 37 2.5 IN MAINLINE PIPE - SCH 40 PVC**
**ITEM NO. 38 2 IN MAINLINE PIPE - SCH 40 PVC**
**ITEM NO. 39 1.5 IN MAINLINE PIPE - SCH 40 PVC**
**ITEM NO. 40 1.25 IN MAINLINE PIPE - SCH 40 PVC**
**ITEM NO. 41 2.5 IN LATERAL PIPE - SCH 40 PVC**
**ITEM NO. 42 2 IN LATERAL PIPE – SCH 40 PVC**
**ITEM NO. 43 1.5 IN LATERAL PIPE – SCH 40 PVC**
**ITEM NO. 44 1.25 IN LATERAL PIPE – SCH 40 PVC**
**ITEM NO. 45 1 IN LATERAL PIPE – SCH 40 PVC**
**ITEM NO. 46 3/4 IN LATERAL PIPE – SCH 40 PVC**

**Description:**

The work under these items consists of furnishing all materials, labor, and equipment necessary to install polyvinyl chloride (PVC) pipe and fittings of the various sizes complete, including excavation and backfilling at the locations as specified in on the Project Plans, and these Technical Specifications.

**Measurement and Payment:**

Irrigation Pipe will be measured per linear foot installed and will be paid for at the Agreement unit price per linear foot, which price will be full compensation for the item, complete in place, as described herein and/or on the Project Plans including pipe, fittings, and all trenching, bedding, backfill, compaction, trench shoring, potholing, utility locating and incidentals as specified herein and as shown on the Project Plans.

**ITEM NO. 47 6 IN IRRIGATION PIPE SLEEVE (SCH. 40 PVC)**
**ITEM NO. 48 4 IN IRRIGATION PIPE SLEEVE (SCH. 40 PVC)**
**ITEM NO. 49 3 IN IRRIGATION PIPE SLEEVE (SCH. 40 PVC)**
**ITEM NO. 50 2 IN IRRIGATION PIPE SLEEVE (SCH. 40 PVC)**

**Description:**

The work under these items will consist of furnishing all materials, labor and equipment necessary to install 2 inch, 3 inch, 4 inch, and 6 inch pipe sleeves as specified in the Project Plans, or at locations determined on site at the time of installation in accordance with the requirements of the City of Chandler Engineering & Design Standards Manual, Chapter 8 – Landscape Design of City Owned R.O.W., Medians, and Retention Basins, and these Technical Specifications, and approved by the City Representative.

The work will also include all barricades, warning tape, potholing, locating of buried utilities during excavation and shoring required or specified by City Representatives.

Irrigation pipe sleeves will be PVC Schedule 40, belled ends, solvent weld. Wire sleeve shall be grey schedule 40 PVC solvent weld.

All Sleeve installation will conform to the plan detail when crossing paved roadways and 18 inches minimum when placed beneath a sidewalk.

Sleeves will be installed through the use of open trench.

The Agreementor will locate all existing utilities prior to the installation of the sleeves.

The Agreementor will repair any existing utilities damaged during the sleeve installation at no cost to the City.

**Measurement and Payment:**

Irrigation Pipe Sleeves and wire sleeves will be measured per linear foot of pipe furnished and installed and will be paid for at the Agreement unit price per linear foot, which price will be full compensation for the item, complete in place, as described herein and/or on the Project Plans including pipe, and all trenching, bedding, backfill, compaction, trench shoring, potholing, utility locating and incidentals as specified herein and as shown on the Project Plans.

No additional payment will be made for trench shoring, supplying the sand bedding material or in coordinating the efforts with City Representatives in verifying all sleeve locations, the cost being considered incidental to this item.

**ITEM NO. 51 1 IN MASTER VALVE & FLOW METER ASSEMBLY**
**ITEM NO. 52 1.5 IN MASTER VALVE & FLOW METER ASSEMBLY**
**ITEM NO. 53 2 IN MASTER VALVE & FLOW METER ASSEMBLY**

**Description:**

The works under these items consists of furnishing all materials, labor, and equipment necessary to install a master valve and flow meter including excavation, trenching, control & power wires, conduits and backfilling at the locations specified in the Project Plans, Details, and these Technical Specifications.

**Measurement and Payment**: 1 IN, 1.5 IN & 2 IN Master Valve and Flow Meter Assemblies will be made for these items at the unit price per each and such payment shall be compensation in full for the item assembly complete in place. Payment will be made in accordance with the contract unit price quoted in the bid proposal for each type of master valve and flow meter assembly bid item. It shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the completing the work involved with installing a fully functioning master valve and flow meter including communicating with the irrigation controller.

## ITEM NO. 54 12 STATION WALL MOUNTED IRRIGATION CONTROLLER
## ITEM NO. 55 12 STATION PEDESTAL MOUNTED IRRIGATION CONTROLLER
## ITEM NO. 56 24 STATION PEDESTAL MOUNTED IRRIGATION CONTROLLER

**Description:**

The works under these items consists of furnishing all materials, labor, and equipment necessary to install wall mounted and pedestal irrigation controllers including excavation, trenching, concrete work, conduits and backfilling at the locations specified in the Project Plans, Details, and these Technical Specifications.

**Measurement and Payment:** 12 Station Wall Mounted, 12 Station Pedestal Mounted and 24 Station Pedestal Mounted Irrigation Controllers will be made for these items at the unit price per each and such payment shall be compensation in full for the item complete in place. Payment will be made in accordance with the contract unit price quoted in the bid proposal for each type of irrigation controller bid item. It shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals for completing the work involved with a fully functional irrigation controller that communicates with electric remote control valves and the City's BaseManager system.

## ITEM NO. 57 CONSTRUCTION OWNERS ALLOWANCE:

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

**Construction Requirements:**
Any deductions or increases in the bid item must be captured in an approved Owners Allowance request, which is supported by backup per General Conditions Section 7 – Agreement Price, or as the Project Owner and City Construction Representative may require. To use this Owners Allowance, the contractor must work with the City Construction Representative to receive final concurrence from the Project Owner.
Any work performed or costs incurred by the Contractor before an approved Owners Allowance Request will be the responsibility of the Contractor and will not be reimbursed.

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

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

## PART B

## PERMITS

The Agreementor will comply with the requirements of MAG Standard Specifications Sections 107.2 except as modified herein.

The Agreementor will obtain all permit(s) required to construct the project, including but not limited to:

### City Water Meter Permit

The Agreementor will obtain City permit(s) required for fire hydrant water trucks (Agreementor submits and pays for this permit, no separate payment will be made for this permit; the cost being considered as included in the price of other Agreement items) and new landscape water meters (City pays for the permit but Agreementor must sign and pick up the permit).

### City Encroachment, Civil and Building Permits

The Agreementor will obtain City permit(s) required for encroachment, civil and structures. The City pays for the permits but Agreementor must sign and pick up the permit.

### City Administrative Use Permits

The Agreementor will pay and obtain City permit(s) required for construction trailer and temporary facilities. No separate payment will be made for this permit, the cost being considered as included in the price of other Agreement items.

### Maricopa County Permits

The Agreementor will pay and obtain Maricopa County permit(s) required for traffic control within their jurisdiction. No separate payment will be made for this permit, the cost being considered as included in the price of other Agreement items.

### Air Quality Permit

The Agreementor will obtain a Maricopa County Air Quality Permit for this project. The Agreementor will be required to prepare a comprehensive fugitive dust control plan, in accordance with the guidelines established in Rule 310 of Maricopa County Regulation III, Control of Air Contaminants. The Agreementor will complete and submit the control plan with the permit application and obtain approval from the County prior to any activities

which may produce dust pollutants.

No separate payment will be made for the preparation, implementation of the fugitive dust control plan, or permit fees, the costs being considered as included in the price of Agreement items.

**Erosion Control Permit**

The Agreementor will submit the Arizona Pollutant Discharge Elimination System Notice of Intent (NOI) and the Notice of Termination (NOT) to the Arizona Department of Environmental Quality. The Agreementor and the City Representatives will jointly review the Stormwater Pollution Prevention Plan (SWPPP) prior to submission of the NOI and prior to the start of work. The SWPPP will be maintained throughout the duration of the project in accordance with the APDES requirements and a current version will be available at all times at the project site.

No separate payment will be made for the preparation, implementation of the SWPPP, or permit fees, the costs being considered as included in the price of Agreement items.

## COOPERATION WITH UTILITIES

Coordination with the pertinent utility companies has been a part of the development of this project. Construction activities will be coordinated and scheduled to incorporate the following applicable utility construction activities: CenturyLink Communications Facility Relocations.

- City of Chandler
- Cox Communications
- Southwest Gas
- SRP Power
- Verizon Wireless

The following telephone numbers should put the Agreementor in contact with the proper personnel for coordination:

| UTILITY COMPANY | CONTACT | PHONE |
|---|---|---|
| Cox Communications | Nycole Hale | 623-328-2998 |
| Southwest Gas | Gene Florez | 480-730-3841 |
| Salt River Project | Jessica Miles | 602-236-8189 |
| City of Chandler | Dennis Aust | 480-782-3310 |
| Verizon Wireless | Robert Vasquez | 602-282-3558 |

Regardless of the means and methods utilized during the construction of the work, the Agreementor will protect all existing utilities during construction. Any damages to the existing utilities resulting from the scope of work, will be the repaired and paid for by the Agreementor. The Agreementor will follow all AZ811 and state laws regarding the protection of utilities during construction.

It will be the Agreementor's responsibility to determine the exact location of the utilities prior to any construction operations and to notify the above-mentioned utility companies at least two working days prior to commencing any work on the project.

## TECHNICAL SPECIFICATIONS

The following revisions to the MAG Uniform Standard Specifications for Public Works Construction, 2025 Edition, shall become a part of the contract documents.

## SECTION 425 – TOPSOIL

**425.1 DESCRIPTION:** *Add the following:*
This work shall also consist of salvaging and stockpiling of existing on-site topsoil and placement of salvaged topsoil in planting areas.

**425.3 CONSTRUCTION METHODS:** *Add the following:*

**425.3.2 Salvaging and placement of topsoil:** After clearing and grubbing has occurred and prior to grading operations the contractor and engineer will walk the site to determine any areas where the existing topsoil should either not be salvaged and used for planting areas and/or select preferred existing top soil areas that should be salvaged and used for planting areas. Upon approval from the engineer remove from the top twelve inches of "preferred" topsoil and place in a stockpile on-site a quantity that will cover (plate) the planting areas to a depth of eight inches; allowing for a shrink factor of 20%. The stockpile shall be placed in a pile no higher than three feet. During construction no driving or dumping shall be allowed on the stockpile. The stockpile shall be kept free of weeds, trash, and construction debris during the entire construction period.

**425.4 MEASUREMENT:** *Delete and replace with the following:*

No separate measurement or payment will be made for salvage, stockpiling, and plating of topsoil.

**425.5 PAYMENT:** *Delete and replace with the following:*

No separate payment will be made for salvage, stockpiling, and plating of topsoil, the cost of which is considered included within other landscape items.

## SECTION 430 – LANDSCAPING

**430.2.GENERAL:** *Add the following:*

Within 60 calendar days of the Notice of Award, the Agreementor will furnish a complete Plant Availability List of all the plantings needed for this project. The list will include the confirmed nursery source for the planting stock, assuring the availability of each plant material and the size specified herein.

The list will include the species name (botanical, common, and varietal), size and quantity of the plant material, the confirmed source for the plant material as evidenced by an invoice or Agreement with the confirmed source and the approximate date the plant material will be delivered to the jobsite. This Plant Availability List will be submitted in triplicate to City Representatives.

All plant material shall comply with the latest edition of the Arizona Nursery Association recommendation of container grown plant material.

Approval of the Plant Availability List by City Representatives does not relieve the Agreementor of the responsibility for providing plantings that will pass the inspection required.

Prior to planting, the selection of trees will be approved by the City Representatives. The Agreementor will meet with the project Landscape Architect at up to three (3) local nurseries or wholesale plant providers to select and tag trees for use in the project. Local nurseries will be defined as those located within the Phoenix Metro Area. Nursery visits will occur a minimum of three (3) months prior to planting. The selected trees may be purchased and stored at the nursery, under continued care of the nursery, until time of planting. No planting will occur between June 15th through September 1st unless without written City approval.

To properly plant maintain and care for the plant material, water used during landscape construction will be furnished by the City of Chandler at the designated water meter sources from within the project limits, at no cost to the City. All water used during the planting operation phase of the project will be the responsibility of the Agreementor, and will be provided at no additional cost to the City.

*Add the following to the list of materials to be certified (14th paragraph):*

- Decomposed Granite

*Add the following:*

Certification shall indicate suppliers name, address, telephone number, date of purchase, name, model number and technical description of item purchased, and quantity of each item purchased.

**430.4 PREPARING THE SITE FOR LANDSCAPING: Delete the 2nd sentence of the 2nd paragraph and replace with the following:**
Removal includes digging out stumps and roots to a depth as specified in Section 201.

**Add the following:**
Provide proper surface drainage within all planted areas. Any grading conditions found in the plans or specifications, in obstructions on the site, or in prior work done by another party that the Contractor feels precludes establishing proper drainage, shall be brought to the attention of the Engineer in writing for resolution.

**430.5.4 Plant Location:** *Delete in its entirety and replace with the following:*

The Contractor shall stake the location of planting areas and planting pits prior to any excavation. Subject to the Engineer's approval, minor relocations shall be done at this time to avoid unsuitable conditions, such as utilities, rocky areas, poor soil, etc. Prior to planting, a percolation test shall be performed on tree pits and all saguaro and ocotillo planting pits to determine adequate drainage. Fill pit half-full of water. Allow 24 hours to drain. If drainage does not occur within 24 hours, new locations for the plant(s) may be selected by Engineer. Engineer also reserves the right to direct additional work to achieve proper drainage on a plant-by-plant basis. Where drainage is insufficient, install a rock caisson. Each caisson shall have a four-foot deep (4') by 8-inch (8") diameter hole filled with AASHTO No 57 Stone filled to the bottom of the pit. Increase the depth of the caisson to eight feet if encountering ground water, caliche, or impervious rock. No separate measurement or payment will be made for the installation of rock caisson.

***430.5.6 Tree and Shrub Planting*: Delete the 1st sentence and replace with the following:**
The size of the pits shall be a minimum of two (2) times the diameter of the plant root ball or container size, and only as deep as the rootball.

*Add the following after the first paragraph:*
Amendments with each cubic yard of soil conditioner will consist of 25 pounds of agricultural gypsum, 1 pound of water soluble or powdered soil sulfur and 9 pounds of slow release Isobutylidene diurea fertilizer 25-4-8. Soil sulfur will be 85-95 percent pure soil sulfur.

Amendments will be inspected separately before adding to soil conditioner to ensure quality control. Pre-packaging of amendments is prohibited.

The Agreementor will layout the planting pits in accordance with the Project Plans and control stationing along the curb edge using a starting location, methods, and markings approved by City Representatives. The planting layout will be according to the Project Plans. Triangular spacing shown are minimums only; actual spacing may vary.

The flagging will remain in the center of the planting pit until planting starts.

The Agreementor will pay special attention to the infestation of weeds and grasses. If either of these items are found in the planting pits, it could result in immediate removal and disposal of the plant. The planting pit will be excavated and inspected to assure complete eradication of roots or rhizomes which may have grown into the area. This work and associated materials will be the responsibility of the Agreementor, and will be completed at no additional cost to the City.

*Add the following after the fourth paragraph:*
Immediately after planting, all plants will be irrigated with the irrigation system until the backfill soil around and below the roots and the root ball itself is brought to 100 percent water holding capacity.

All planting pits shall be completely filled with water and allowed to completely drain so that all sides and bottom soil of planting pit is thoroughly moist prior to any plant being installed. Provide twenty (20) pounds of Live Earth (or equal) Humate soil conditioner per cubic yard of plant backfill mix.
Water will not be used to accomplish soil compaction around the root ball.

The soil for back-filling the planting pits will confirm to Section 430 of MAG Standard Specifications.

All trees will be staked per City Detail C-801 and are considered incidental to the tree planting.

**430.6.1 Preparation of In-Place Soil:** *add the following:*

**Submittal and Qualification Requirements:**
Certification of seed. Include identification of source and name and telephone number of supplier.

Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.

Qualification Data: For qualified landscape Installer.

Product Certificates: For sand, soil amendments and fertilizers, from manufacturer.

Material Test Reports: For sand, existing native surface topsoil and imported or manufactured topsoil.

Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf areas during a calendar year. Submit before expiration of required initial maintenance periods.

Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.

Professional Membership: Installer shall have a valid Ariona contractor's license (AZ ROC) and be a member in good standing with Arizona Landscape Contractors Association.

Experience: Ten years' experience in turf installation.

Installer's Field Supervision: Require installer to maintain an experienced full-time supervisor on Project site when work is in progress.

Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the Arizona State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of the soil.

Testing methods and written recommendations shall comply with USDA's Handbook No. 60. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Landscape Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.

Report suitability of tested soil for turf growth.

Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.

Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

Bulk Materials:
Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways. Accompany each delivery of bulk fertilizers, lime, and soil amendments with appropriate certificates.

**430.6.2 Seeding:** *Replace the first two sentences with the following:*
Bermuda seed, type as shown in the plans, shall be installed seasonally between May 15 and August 15. If the contractor's schedule for the turf installation is not during this time period, Contractor must return after the following May 15th to complete the seeding installation and turf establishment per these specifications and to the acceptance of the City.

The off-season period shall not be the cause for additional compensation. The contractor, may request, and this may only happen with written approval of the City, to install Hybrid Bermuda sod overseeded with perennial rye grass in lieu of waiting until the next seeding season after. Should this be approved, sod would be Midiron, Tifway 419, or another Hybrid Bermuda type as directed by the City.

Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

**430.6.2 Seeding:** *add the following to the end of this sub-section:*

**Seeded Turf Maintenance:**
Contractor shall develop and submit a minimum of three (3) months prior to any turf maintenance activities a turf maintenance plan. The plan shall be submitted to the City of Chandler for approval prior to any turf maintenance activities. The plan should include a month by month breakdown of turf maintenance activities showing but not limited to; fertilization schedules, watering/irrigation schedule, aeration program, mowing program, weed control (by type and season), insect/pest control treatments, and re-sprigging, or resodding efforts if required.

Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll,

regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.

Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

Watering: If permanent irrigation system is not functioning contractor shall install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 6 inches.

Schedule watering to prevent wilting, puddling, erosion, and displacement of sprig or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.

Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.

Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

Mow bermudagrass variety to a height of 1/2 to 3/4 inch by use of a reel mower only-rotary style mower is not acceptable.

Mow ryegrass variety to a height of ½ to 1 inch

Turf Post-fertilization: Apply fertilizer after initial mowing and when grass is dry.

Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. to turf area.

Turf Post-Insect Control: Apply pest control agents at appropriate seasonal schedules to control insects that may impact turf areas. All applications of any insecticide shall be applied by a licensed and bonded applicator per manufacturer instructions and materials approved in advance by City of Chandler staff.

**Satisfactory Turf:**
Turf installations shall meet the following criteria as determined by Landscape Architect or City of Chandler representative:

Satisfactory seeded turf: At end of construction period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. area and bare spots not exceeding 5 by 5 inches

Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

All satisfactory turf areas will not be considered acceptable or complete until all turf surface areas have been leveled and all turf areas are top dressed with a City-approved top dressing material.

**Pesticide Application:**
Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

At the final project acceptance at the end of the warranty period, the Landscape Architect or Owner’s Representative will make a final acceptance inspection of all turf areas. If at that time, there is any appearance of plant material insect or fungus/pathogen infestation prior to the acceptance, the Contractor is responsible to eradicate and treat for the specific issue and replace any and all damaged turf areas and plant materials.

**Cleanup and Protection:**
Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

Remove non-degradable erosion-control measures after grass establishment period.

*430.8 DECOMPOSED GRANITE AREA:* ***Delete in its entirety and replace with the following:***
Decomposed granite shall be native, local, desert, decomposed granite stone at the size and color specified on the plans. The decomposed granite shall be from a single source, free from coating, clay, caliche or organic matter. Contractor shall provide Engineer with a five gallon sample of each material spread on-site to the required depth as indicated on the plans as well as a gradation report showing that the proposed granite is in compliance

with the required gradations for review and approval a minimum of 15 working days prior to installation. Color to be as indicated on plans. Criteria to be used for approval for project granite color will be based on the following:

- Similarity to the granite color sample designated as the desired granite control color of the project
- Conformance to the material samples maintained by the City of Chandler
- If referenced similar color decomposed granite was used on previous Chandler projects
- The material's appearance after being wet and then dried

The salvage and reuse of existing granite material from the project area will not be allowed. All decomposed granite will be new. Each decomposed granite material will come from a single source to ensure uniformity of color.

Decomposed Granite to be used on the project and all granite samples prior to placement on the job site must meet the following requirements:

- Copy of the environmental permit for each granite source pit.
- Written acknowledgement from each supplier that they can provide the quantity of Granite Material required to complete the project.
- Written acknowledgement that granite supplier material will be provided within the Agreement time frame.
- The cost for any approved alternate decomposed granite color will be paid for at the Agreement bid price.
- Alternate granite samples will have been cleared by City Representatives prior to color(s) submittal and on-site placement for review and approval.
- Alternate granite samples submitted after award of Agreement will be submitted a minimum of 30 days prior to granite installation for review and approval.

Contractor must examine the subgrade, verify the elevations, and observe the conditions under which the work is to be performed. The existing grade shall be fine graded and raked free of organic matter and other debris one inch diameter and larger and then compacted.

Prior to placement of the decomposed granite, designated areas to receive granite mulch and decomposed granite will be completely free of all grass, weeds, or other miscellaneous vegetation growth.

Any existing weeds or Bermuda grass growing in designated landscape areas shall be treated with a post-emergent spray, such as "Round-up", or an approved equal. Any existing or new trees or vegetation shall be protected from the spray drift. There will be

no separate payment for the weed spraying. Bermuda grass or weeds must be completely eradicated from all areas of the landscape and where designated by the Engineer. The Contractor shall remove all non-planted vegetation from all areas designated to receive decomposed granite (by chemical or mechanical means) and maintain the designated areas “vegetation-free” for a minimum period of 40 working days prior to placement of the decomposed granite, or as specified by the Engineer.

All weed control products and herbicides shall be approved for use by the Engineer prior to any applications. Contractor shall submit copies of all manufacture specifications and application rates to the Engineer for review and approval prior to application. Herbicides and weed control shall only be performed by a licensed applicator; Contractor shall supply information on applicator to the Engineer for approval.

The sub-grade, prior to granite placement, shall be compacted to 85 percent of the maximum proctor density, as determined in accordance with the requirements of Arizona Test Methods 230 or 235, depending on the test method used to determine the compaction density (Sand Cone or Nuclear Method). Compaction testing and associated report shall be provided to the Engineer and sealed by a registered professional engineer specialized in geotechnical investigation with all cost for testing and report of results to be provided by the Contractor at no cost to the Contracting Agency.

Contractor shall apply three (3) applications of pre-emergent:

- One application of pre-emergent herbicide prior to installing granite
- One application after granite has been installed, compacted, and raked level
- One application 30 Days prior to the end of the maintenance period

The Engineer is to be notified prior to all pre-emergent applications.

The pre-emergent herbicide shall be applied in the manner recommended by the manufacturer to prevent germination of noxious weeds, and shall be equivalent to Surflan, or an approved equal, and shall be applied at a rate specified by the manufacture to control weeds in an ornamental setting. Pre-emergent herbicide shall be applied to the designated granite areas, prior to the final water settling operation. Water to activate the pre-emergent herbicide shall be applied to the areas of the herbicide application as recommended by the manufacturer's label. The amount of water specified by the manufacturer may be adjusted due to rainfall, if approved by the Engineer.

After the first application of pre-emergent the granite shall be installed and shall be rolled or raked to remove any irregularities, tire marks etc. Installation shall provide a two-inch depth of decomposed granite after compacting. During the final spreading and final grading operations, all surfaces within the decomposed granite areas shall be passed over by the spreading and grading equipment a minimum of 2-times. Equipment operations for spreading, grading, raking, chemical application, water settling, and any other operations shall be done in a manner that uniformly maximizes the vehicle(s) wheel

compaction over the surface area. All vehicles used for spreading, grading and raking the decomposed granite shall have one set of wheels with floatation tires having a minimum width of 18-inches to allow equal compaction of the granite. The use or application of granite by any method (conveyor belt etc.) shall not relive the Contractor of providing granite compaction to a level approved by the Engineer. Methods of compacting such as rolling, water settling, etc., shall be approved by the Engineer.

After placing, spreading, compacting, and grading the decomposed granite the Contractor shall water settle the total thickness of the decomposed granite to remove the fine material from the surface. The water settling operation, noted above, shall be completed by applying water at minimum depth of one-half inch over the decomposed granite areas placed or as approved by the Engineer. This water settling technique can be used to water in the second application of pre-emergent in compliance with pre-emergent Manufacturer recommendations and as approved by the Engineer.

The use of conveyor belt type of equipment for placing granite mulch and decomposed granite will not relieve the Agreementor from the requirements of compacting the granite mulch and decomposed granite with equipment as described herein.

Unless otherwise specified in the drawings, granite finish grade shall be one inch (1”) below top of adjacent hardscape surfaces.

**430.10 HEADER/EDGER INSTALLATION: Add the Following:**
Concrete shall be as specified in the plans. If no class is specified on the plans concrete shall be a minimum of Class A.

*430.12 MAINTENANCE: Add the following:*

The contractor shall provide adequate personnel to accomplish maintenance.

The contractor shall provide a maintenance schedule for the duration of the maintenance period to the Engineer for review and approval. The maintenance schedule shall include the following:

- the specific day of the week and the specific time the Landscape Maintenance will occur and expected duration of time on the project site
- the specific activities that will be taking place at each maintenance visit

Landscape Maintenance shall be in accordance with MAG Standard Specifications and City supplements to MAG and shall include, but not be limited to, mowing of turf areas, dethatching of turf areas, aerification of turf areas, inspection of plant materials, grooming of inert ground cover, pesticide and herbicide applications, and inspections of the irrigation systems with appropriate repairs, replacements, and adjustments as required for a fully operational irrigation system able to provide 100% water coverage to plant materials. Irrigation modifications shall be reviewed and approved by the Engineer prior

to the work being completed. Any modifications to the irrigation systems shall be as-built by the Contractor.

The Contractor shall inspect the plants at least once per week and perform appropriate maintenance. Maintain trees and shrubs in a healthy, growing condition by performing necessary operations, including the following:

Prune and shape only as necessary to maintain the usual form of the plant, to stimulate growth, to maintain growth within space limitations, to retain required height and spread, to provide for sight visibility, and to maintain a natural appearance. Prune, thin out and shape trees and shrubs in accordance with standard horticultural practices. Unless otherwise directed by the Engineer, do not cut tree leaders, and remove only injured or dead branches. All pruning shall occur per the direction of the Engineer. All pruning shall be by a certified arborist or under the direct supervision of a certified arborist. Contractor shall submit certifications of arborist to the Engineer for review and approval a minimum of 10 working days prior to any pruning activities taking place.

Remove from site any excessively pruned or malformed stock resulting from improper pruning and replace at no additional cost to the Contracting Agency. Do not shear plant material. Any plant material improperly maintained, as determined by the Engineer, the Contractor shall remove and replace at no additional cost to the Contracting Agency.

In groundcover area, keep areas free of weeds. Use recommended, legally approved, herbicides whenever possible. Avoid frequent soil cultivation. Keep all landscape areas free of broadleaf and grassy weeds with pre-emergent and/or selective contact herbicides. Cultivating or hoeing weeds will not be allowed practice. The Contractor shall eradicate all noxious weeds or the Contracting Agency will not accept the project.

The Contractor shall notify the Engineer 48 hours prior to the application of any chemical treatments. Qualified personnel shall do chemical mixing and use the application equipment in the presence of the Engineer. An Arizona pesticide licensed contractor shall perform all chemical control. The Engineer shall approve the personnel, materials and methods of application of chemicals prior to beginning the operation.

Inspect landscape granite weekly. Remove man-made debris, weeds, and grass controlled with chemicals. Any erosion that has occurred in granite areas will be the responsibility of the Contractor to remedy, repair, and replace granite.

Trees will be maintained in a straight vertical position during both the Construction Phase and the Landscape Establishment Phase of the project.

The Agreementor will be responsible for the care of the trees and damage caused by improper support of the trees or due to construction activities. If necessary, or if required by City Representatives, all staking and bracing of trees will be completed as detailed on the Project Plans.

*430.13.1 Landscaping:* ***Delete the 1st sentence and replace with the following:***
**The Plant Establishment Period shall be ninety (90) days and shall take place within the working days for the project.**

*430.13.2 Lawns*: ***Delete in its entirety and replace with the following:***
***Lawns will be accepted in accordance to section 430.6.***

*430.14 PLANT WARRANTY AND GUARANTEE: Delete the 1st and 2nd sentences and replace with the following:*

At no additional cost to the project, the Contractor shall warranty all trees, saguaros, shrubs, groundcovers, accents, and cacti for a period of one (1) year after final acceptance of the project against defects including death and unsatisfactory growth, except for defects resulting from neglect by the Contracting Agency, vandalism, force majeure, abuse or damage by others, or incidents which are beyond the Contractor's control.

*Add the following to the end of this section:*
Contractor shall replace shrubs, groundcovers, accents, and cacti within seven days of notification from the Engineer. Install replacement plants of the same kind and size as originally specified and as described in the contract documents.

Contractor shall replace trees and saguaros within seven days of notification from the Engineer. Install replacement trees and saguaros of the same kind and size as originally specified and as described in the contract documents.

## SECTION 440 – LANDSCAPE IRRIGATION SYSTEM INSTALLATION

**440.2 GENERAL:** *Add the following:*
The plans indicate a detailed layout of irrigation lines, laterals, and emitter locations; however, some of the piping may be shown diagrammatically outside of the planting areas for graphic clarity. The contractor shall follow the intent of the plan layout and shall review and obtain written approval from the Owner's Authorized Representative for any requested changes.

The irrigation system shall be constructed using the emitters, valves, piping, fittings, and other components, of sizes and types as shown on the drawings and as called for in these specifications. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

A landscape maintenance period is a part of this contract and shall include monitoring of the irrigation systems on a weekly basis or more often as required to keep the system in proper operating condition. Maintenance activities shall include all controller adjustments, all repairs to any type of irrigation equipment installed as a part of the construction phase of the contract. All repairs to the irrigation system shall be completed within 24 hours' notice of the required repair. Any loss of plant material due to irrigation system deficiencies shall be replaced with like sized and quality material.

The contractor shall maintain the work during construction and until the project is accepted.

If quantities are furnished either in specifications or on drawings, quantities are furnished for information only. It is Contractor's responsibility to determine actual quantities of material, equipment, and supplies required by the project and to complete independent estimate of quantities and wastage.

Provide work and materials in accordance with latest edition of National Electric Code, Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, and applicable laws, regulations and codes of governing authorities.

All irrigation equipment and materials shall be supplied by the manufacturers as indicated on the plans, details and specifications. If no manufacturer is specified, the contractor shall supply as part of his submittal package complete manufacturer cut sheets detailing materials, construction methods and standards

All materials utilized on this project are intended to be new and of the best grade available. No used, salvaged, reclaimed, remanufactured, or seconds will be accepted.

*Add the following:*
*440.2.1 QUALITY ASSURANCES:*
The irrigation contractor shall be licensed by the State of Arizona with a K-21 classification "Landscaping and Irrigation Systems" license in good standing. The irrigation contractor shall also be a "Certified Irrigation Contractor" as certified by the Irrigation Association.

The irrigation contractor shall submit evidence of possession in good standing for the required licenses and certifications at the pre-construction meeting.

The irrigation contractor shall, at the pre-construction conference, submit the name of the project superintendent and the on-site foreman who will be in charge of daily project activities. The superintendent and foreman shall have a minimum of 5 years' experience in the construction of similar projects in size and complexity.

The irrigation contractor shall not change the approved superintendent or on-site foreman without prior approval of the Engineer.

Once construction activities have commenced, it is the intention of this project that the job site be fully manned/staffed until the completion of the work without gaps in progress.

The contractor shall provide two week look ahead schedules of work site activities and material deliveries. Regularly scheduled weekly meetings shall be held to review the schedules, progress, quality control and other items as needed.

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished such information and assistance by the contractor as required to make a complete and detailed inspection.

The contractor shall schedule its operations to allow a reasonable amount of time for inspection of the work. The contractor shall not be entitled to additional compensation or an extension of the work time for delay resulting from such inspections.

All work found to be unacceptable or work or materials that were installed without inspection shall be removed and replaced at no additional cost.

Upon failure on the part of the contractor to comply with any order of the Engineer under provisions of this subsection, the Engineer will have the authority to cause unacceptable work to be removed and to deduct the costs from any monies due the contractor.

*440.2.2 Coordinate Work with Other Trades:*
The irrigation contractor shall coordinate his work with the general contractor and the work of other trades conducting construction activities on the project site. The irrigation contractor shall receive grades plus or minus 0.10 foot of the finished grade of the project. Beginning work shall constitute acceptance of grade and soil conditions.

The irrigation contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project and on adjoining projects. The contractor shall join the contractor’s work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

*440.2.3 Submittals:*

- Ball valves
- Irrigation Controllers
- Air Vacuum Release Valve
- Mainline Drain Assembly
- Master Valve
- Flow Sensor
- Gate Valves

- Quick couplers
- Turf Remote Control Valves
- Drip Remote Control Valves
- Valve Boxes
- Tracer Wire
- Turf Spray Heads
- Turf Rotors
- Multi Outlet Emitters
- Emitter Boxes
- Rigid PVC pipes- all sizes and materials (purple)
- Flex pipes
- Distribution tubing
- Pipe glue, primer, tapes
- Fittings
- Swing joints
- Flushing end cap ball valves
- Geotextile Fabric
- Two Wire Control Cable
- Wire Connectors
- Control Wire PVC Conduit
- Lightning Arrestor
- Warning Tape

**440.2.4 Record Drawings:**
Do not permanently cover work until as-built information is recorded.

The record drawings shall show all changes in the Contract work, or work added, on these Record Drawings in a contrasting color, including work changed by Addendum or Bulletin

**440.2.5 Operation and Maintenance Manuals:**
The controller programs shall include programming indicating which programs will be operated concurrently and the total; system flow during individual and concurrent run programs. All programs will include cycle and soak periods for slope and soil considerations to minimize runoff. Programs shall also demonstrate adherence to a 8 hour (10:00pm to 6:00am) water window.

Maintenance manuals shall include manufacturer's parts sheets for all equipment installed. Provide an equipment source name address and phone number for each piece of equipment.

**440.5. TRENCH EXCAVATION AND BACKFILL:** *Replace the minimum depth over pipeline with the following:*

Depth over pipes and conduits shall be as indicated on the plans.

*Add the following:*

Pipe trenches shall be straight but if obstructions necessitate a change of direction, the limits of curvature for PVC pipe shall be followed in strict accordance with pipe manufacturer recommendations.

Trenches may be curved to change direction or avoid obstructions within the limits of the curvature for PVC pipe. Minimum radii of curvature are 25 feet for 2-inch diameter pipe, 100 feet for 3- and 4-inch diameter pipe, and 150 feet for 6-inch pipe. All curvature results from the bending of the pipe lengths. No deflection will be allowed at a pipe joint.

**440.6. PIPE INSTALLATION:** *Add the following:*

Installation of PVC pipe and fittings will conform to the requirements of the City of Chandler Engineering & Design Standards Manual, Chapter 8 – Landscape Design of City Owned R.O.W., Medians, and Retention Basins.

All piping will be installed as detailed on the Project Plans and will have a minimum cover as shown.

The Agreementor will furnish to City Representatives, prior to pipe installation, all installation instructions as published by the plastic pipe and fitting manufacturers. Installation of PVC piping and fittings will be in accordance with the published instructions, the project documents and as directed by City Representatives.

All 3” and larger mainline pipes shall be Class 200 PVC rubber gasket pipe conforming to ASTM-D-2241.

All mainline piping 2 ½” and smaller shall be solvent weld schedule 40 PVC conforming to ASTM D-1785.

All turf and drip lateral pipes shall be solvent weld schedule 40 PVC conforming to ASTM D-1785.

All fittings for use on 2 ½” and smaller mainline pressure pipe shall be schedule 80. Fittings for use on lateral piping shall be schedule 40. Only schedule 80 PVC fittings may be threaded. Use Teflon tape on threaded connections, pipe dope is not acceptable.

Fittings for use on 3” and larger pipe shall be deep bell ductile iron.

Install 3” detectable warning tape over all mainline pipes, 6” above the top of the installed pipe.

Install thrust blocks for fittings on pipe greater than or equal to 3-inch diameter or any diameter rubber gasket pipe. Use 3,000 PSI concrete, 2-mil plastic, and No. 4 Rebar.

Use cast-in-place concrete bearing against undisturbed soil. Size, orientation and placement shall be as shown on the installation details. Wrap fitting with plastic to protect bolts, joint, and fitting from concrete. Install rebar as shown on the installation details. Do not allow PVC to come in contact with the thrust block.

Use a joint restraint harness on pipe greater than or equal to 3-inch diameter or any diameter rubber gasket pipe wherever joints are not positively restrained by flanged fittings, threaded fittings, and/or thrust blocks. Use a joint restraint harness with transition fittings between metal and PVC pipe, where weak trench banks or vertical directional changes do not allow the use of thrust blocks, or where extra support is required to retain a fitting or joint. Use bolts, nuts, retaining clamps, all-thread, or other joint restraint harness materials that are zinc plated or galvanized.

Lateral pipe sections downstream of control valves with hydraulic flows of less than 0.5 gallons per minute as shown on the Project Plans will be thoroughly flushed and have the remote control valve's flow control stem properly adjusted, all to the satisfaction and approval of City Representatives. The cost for this work will be included in the cost of Agreement items.

No emitter laterals or piping will be installed through or beneath plant pits. Minimum distance between plant pit perimeter and piping will be 18 inches. The maximum distance between the plant pit and piping will be governed by maximum emitter supply tubing lengths as specified on the Project Plans.

All trenches excavated for the irrigation systems will be backfilled within five working days from the day they are excavated. Barricades will be placed by excavated ditches located within 30 feet of the traveled way in a manner acceptable to the Project Manager. Open ditches beyond 30 feet from the traveled way will be delineated in a manner acceptable to City Representatives.

**440.7 VALVES, VALVE BOXES, AND SPECIAL EQUIPMENT***: Add the following:*

All valve boxes are to be green when in turf or tan when in granite, or purple when reclaim/effluent water is being utilized.

Valve boxes shall be installed with a 4-inch to 6-inch deep layer of 3/8-pea gravel at the base of the box.

Valve boxes will receive 2 inch high heat branding labeling the equipment in the box per plans & details.

**440.8 SPRINKLER HEAD INSTALLATION AND ADJUSTMENT***: Add the following tosub-paragraph (C):*

Emitter assemblies provide a connection to the 3/4" lateral line using a ½" S.D.R. 13.5, class 315 PVC (maximum length 15'), extension utilizing schedule 40 PVC fittings, and

1/2” flex hose riser (schedule 40)(maximum length 18”) with 1/2” threaded male adaptor to receive the emitter.

The multi-outlet emitter will be placed in an emitter valve box below grade with the distribution tube extending to the plants as detailed on the Project Plans.

The supply tubing for City of Chandler emitters will extend from the ¾” PVC lateral to the emitter and enable the emitter to be located so that the distribution tubing from the emitter to the plant does not exceed 15-foot in length.

The supply pipe for emitters will be ½” Class 315 PVC. The ½” PVC will enable placement of the emitter so that the distribution tubing can be placed per the Irrigation Emitter Layout detail included in the Project Plans. The supply pipe will be placed at 12” depth.

The number of emitters per riser circuit, as shown on the Project Plans, is approximate. The Agreementor will add no more than two multi-outlet emitters per circuit, as detailed. Any additional emitters required and exceeding the above indicated amount must be approved by City Representatives prior to installation.

The Agreementor will maintain a set of record data for all irrigation lines and equipment coordinating with the City of Chandler’s GIS requirements. All GIS data collection of irrigation equipment to complete the record drawings that are tied to City coordinates will remain the responsibility of the Agreementor at no cost to the City.

The emitters shall be installed to the high side of the plant. Install emitters with the port quantity and flow rate as shown on the plans emitter schedule. Emitters shall extend 1/2” above finished grade. Do not substitute multi-port emitters for single-port emitters.

Drip lateral flush end caps shall be installed at the end of the 3/4” drip lateral runs. Install at the locations shown on the plans per the plan details. Locate drip flush end caps within 10” round valve boxes. Where both tree and shrub drip laterals end at the same location it will be acceptable for both lateral line end caps to be located within the same 10” round valve box.

**440.9 AUTOMATIC CONTROL SYSTEM INSTALLATION:** ***Add*** *the following:*

Automatic controller shall be as specified in the plans. Ground controller per manufacturer’s specifications.

**440. 11 FLUSHING AND TESTING***: Add the following:*

The Contractor shall be responsible for controller, sprinkler, and emitter outlet adjustments for a period of ninety (90) days as described in the establishment period.

## SECTION 757 – SPRINKLER IRRIGATION SYSTEM INSTALLATION

**757.1 General:** *Add the following:*

Pipe and fittings will be polyvinyl chloride, hereinafter PVC, conforming to the requirements of the City of Chandler Engineering & Design Standards Manual, Chapter 8 – Landscape Design of City Owned R.O.W., Medians, and Retention Basins.

All materials and fittings will be new and of the manufacturer's most current design. Plastic pipe and fittings will be installed in accordance with the requirements specified herein and the manufacturers recommendations.

All mainline piping to have 18 awg detectable tracer wire and 3" wide detectable warning tape installed 6 inches above piping. Wire and tape to be blue in color for potable water systems.

No steel or galvanized pipe or fittings shall be allowed for use on the project.

**757.2.1 Plastic Pipe**: *Delete the first paragraph entirely:*

**757.2.2 Plastic Pipe:** *Delete the first paragraph and replace with the following:*

Rigid Plastic Pipe shall be extruded from 100% virgin normal impact unplasticized polyvinyl chloride (PVC) Type I, Grade I or II resin 2000 psi (PVC 1120 or 1220). Design stress ASTM D1784, Department of Commerce PS-21-70, PS-22-70, Standard Dimension Ration (SDR) 21 or greater than 200 psi. Pipe shall conform to ASTM D-2241 and D-2672. See plans for application and exact grade.

*Delete the sixth paragraph of and replace with the following:*

Mainline piping up to and including 2 ½" size shall be schedule 40 solvent welded. All turf and drip lateral piping up to and including 3" size shall also be schedule 40 solvent welded. Mainline pipe 3" size and larger shall be SDR 21/Class 200 bell end (ring tite) conforming to ASTM F-477.

***757.2.3 Pipe and Fittings:*** Delete the first paragraph (A) and replace with the following:

(A) Steel Pipe and fittings or couplings shall not be permitted on the project.

*Delete the second paragraph (B) and replace with the following:*

Plastic Pipe Fittings and Couplings: For all continuously pressurized mainlines up to and including 2 ½" in size all fittings shall be schedule 80. All lateral line pipe fittings shall be schedule 40. Only schedule 80 fittings shall be threaded. Plastic flange and saddle fittings are not permitted.

*Delete the third paragraph (C) and replace with the following:*

1. Copper Pipe shall be Type K, hard tempered, ASTM B88, with fittings of wrought solder joint type in accordance with ANSI B16.22.

2. Solder joints with silver solder: 45 percent silver, 15 percent copper, 16 percent zinc, 24 percent cadmium and solidus at 1125 degrees F. and liquids at 1145 degrees F., conforming to ASTM B206 and FS QQB-655C.

***757.2.6 Bedding and Cover Material:*** Add the following:
Bedding and cover material for PVC piping, flexible emitter hose and 24-volt wiring will conform to the following gradation requirements when tested in accordance with Arizona Test Method 201:

| Sieve Size | Percent Passing |
|---|---|
| No. 4 | 100 |
| No. 16 | 30 - 80 |
| No. 50 | 0 - 30 |
| No. 100 | 0 - 25 |
| No. 200 | 0 - 20.0 |

**757.3 Valves and Valves Boxes:** *Delete this subsection and replace with the following:*

**757.3.1 General Valve Boxes:**

**Valve Boxes:** All valve boxes unless otherwise specified shall be constructed of rigid high density polyethylene (HDPE) resin, chemically inert plastic, and include UV inhibitors with 6-inch extensions available where required.

All valve boxes covers unless otherwise specified shall be bolt down plastic T-style covers secured with a 3/8-inch stainless steel bolt, washer and nut. Apply the appropriate identifying letters and/or numbers with a heat-brand.

Identification letters and numbers shall be 2 inches high and heat branded onto the box cover. Identification shall be as indicated on the detail drawings. Heat branding shall be accomplished using branding irons specifically designed for this purpose utilizing stencil number/letter outlines. Heat branding shall not weaken or in any way puncture the valve box cover.

All valve box bodies and covers unless otherwise specified shall be green in color when located in turf areas, or tan in color when located in granite/desert areas, or purple in color when directed within plans to use with reclaimed water. Reclaimed water valve boxes

shall have appropriate reclaimed water warnings embossed onto the cover in English and in Spanish, as well as the international "Do Not Drink" symbol.

Round valve boxes unless otherwise specified shall be 10-inch diameter x 10 inches high. If higher round box is required, either an 18” high box shall be used or a 6” extension may be used if available.

Round emitter boxes shall be 6 1/2 inches diameter x 8 3/8 inches high molded of structural foam polyolefin material with color and UV stabilizers added. Emitter boxes shall be used with multi-port emitter installations only and boxes along with covers shall be green in color when located in turf areas, or tan in color when located in granite/desert areas, or purple in color when directed within plans to use with reclaimed water.

Rectangular valve boxes unless otherwise specified shall be 15 3/4 inches wide x 25 1/4 inches long x 15 1/4" inches high. If higher rectangular box is required, a 6” extension may be used.

Valve boxes used for irrigation equipment shall be as follows:

10-Inch diameter round valve boxes shall be used for gate valves, ball valves, quick coupler valves, drip system flush end caps, and wire splice boxes if required.

6-Inch diameter round emitter boxes shall be used for multi-port emitters only.

15 3/4 Inches wide x 25 1/4 inches long x 15 1/4" inches high rectangular valve boxes shall be used for all turf and drip remote control valve assemblies.

Install valve boxes in planting areas and according to the construction details. Only one valve per box will be allowed. Align valve boxes at right angles to adjacent hardscape whenever possible. Where several valve boxes are located in the same area, arrange them in a uniform and orderly fashion. Valve boxes shall be installed with an 6-inch deep layer of 3/8-inch pea gravel at the base of the box over geotextile fabric. When grouped together, allow a minimum of 12 inches between valve boxes.

*Add the following:*

**757.3.2 Ball Valves:** Ball valves 2-inch and smaller shall be of the brand, size and type indicated on the irrigation plans.

Ball valve shall be Sch 80 pvc with full port rated to 235 psi working pressure (sxs);

**757.3.3 Master Valves:** Master valves shall be of the brand, size and type on the irrigation plans. Normally closed master valve with glass-filled nylon globe style body rated to 220 psi, & 2" fpt connections;

**757.3.5 Flow Sensor:** Flow sensor shall be of the brand, size and type on the irrigation plans.
Hunter flow-sync flow sensor #hfs with 2" schedule 80 pvc tee #fct-208 with flow range of

**757.3.6 Remote Control Valves:** Remote control valves shall be of the brand, size and type indicated on the irrigation plans. Valve shall be constructed with a glass filled nylon globe style body, filter sentry, EPDM diaphragm, & adjustable pressure regulator.

**757.3.7 Brick Support:** Valve box assembly supporting bricks shall be precast concrete. Valve boxes shall be supported on all sides with a 2-inch x 4-inch x 8-inch concrete brick; or approved equal.

**757.3.8 Filter Fabric:** The geotextile fabric for use beneath the pea gravel sump will conform to MAG Standard Specification section 796.2.2 Non-woven class 'B' geotextile fabric.

**757.3.9 Aggregate Sump:** Valve Box Assembly material aggregate sump shall be 3/8" screened washed aggregate per MAG Section 701.

**757.3.10 Pressure Regulator:** The pressure regulator shall be capable of operating at a constant, factory preset, non-adjustable outlet pressure of 25 with a flow range between: 0.50 - 15 GPM models. The pressure regulator shall maintain the nominal pressure at a minimum of 5 PSI above model inlet pressure and a maximum of 80 PSI above nominal model pressure*. Refer to the PRU performance curve to establish specific outlet pressures based on relative inlet pressure and flow rate. Install downstream from shut off valves. Recommended for outdoor use only. Not NSF certified.

**757.3.11 Wye Drip Filter:** Post valve filtration devices shall be wide two-piece body Y-strainers.

**757.5 IRRIGATION WATER EMISSION EQUIPMENT:** *Revise the sections with the following:*

**757.5.1 Pop-Up Rotors/ Spray Heads:** add the following:
Contractor shall ensure that each head is laid out to achieve head to head coverage and to minimize overspray onto concrete curbs and sidewalks.

**757.5.2 Bubbler Devise:** Add the following:
Install Deep Root Watering Assembly and bubbler with 0.25 GPM flow per plans & details.

The cap locks onto the body and requires a tool for removal. It shall be made of a UV resistant ABS material.

The body is the connection point for the RZWS components. The tubing, locking cap, swing joint, baffle, and bubbler all assemble onto the body. It shall be made of a UV resistant ABS.

The baffle system diverts water to different levels of the root zone. It shall be made of a recycled polypropylene material.

Swing joint shall be ½" threaded x 12" length and be manufactured with acetal, LDPE, flexible tubing.

Check valve have ½" female inlet x ½" male outlet and be manufactured with UV resistant ABS.

**757.5.3 Drip Emitter Device:** Revise the following:

***(f) Extension Tubing:*** Distribution-tubing shall meet emitter manufacturer's recommendations. The tubing shall not exceed 8 feet in length and shall have an emitter outlet check valve (bug cap) attached to each end. Tubing shall not have kinks or creases to the distribution-tubing which may reduce the flow capacity of the tube.

Add the following
Multi-Port Emitter: The emitter case will be made of durable black, heat resistant acetyl plastic material. It will be resistant to temperature variation, ultraviolet radiation, smog, (ozone), and common liquid fertilizer and weed spray. The case will completely encompass the silicone diaphragm, protecting it from potentially harmful environmental factors.

The emitters will be of the non-compensating, continuous flushing type, based on the pressure cascade principal using a series of flexible orifices.

The emitter will be capable of continuous, clog free operation with 30 mesh (minimum) filtration. The emitter will be capable of being installed in all positions and maintain its given flow characteristics. The emitter will be non-adjustable and the flow regime will be maintained by flexible orifice silicone diaphragms.

The emitter will function with a system pressure range of 15 PSI minimum to 30 PSI maximum. The emitter flow variation of the 1 GPH emitter will not exceed 1.06 GPH at 120 degrees F. or 1.07 GPH at 150 degrees F. Emitter manufacturing variability will not exceed 0.05 GPH.

The multi-outlet emitter will be capable of delivering one of the following quantities from each of the six outlets of the emitter regardless of the number of outlets open:

| G.P.H. | at | P.S.I. |
|---|---|---|
| 0.60 | | 20 |
| 0.71 | | 25 |

| | | |
|---|---|---|
| 0.80 | | 30 |
| | or | |
| 1.00 | | 20 |
| 1.15 | | 25 |
| 1.34 | | 30 |
| | or | |
| 2.00 | | 20 |
| 2.30 | | 25 |
| 2.68 | | 30 |

The flexible polyethylene supply tubing will be for pressure application, manufactured from 100 percent Union Carbide G-Resin 7510 Natural 7 virgin resin with minimum two percent carbon black content and with the following physical characteristics:

| | |
|---|---|
| I.D. | 0.250-inches |
| O.D. | 0.350-inches |
| Wall Thickness | 0.050-inches |

The flexible distribution tube for use with multi-outlet emitter will be a black vinyl blend suitable for use as emitter outlet tubing with the following physical characteristics:

| | |
|---|---|
| I.D. | 0.160-inches |
| O.D. | 0.220-inches |
| Wall Thickness | 0.030-inches |

The distribution tube will be capable of being bent around a 7/8 inch mandrel without kinking.

The tube stake required to position the distribution tube will be manufactured of 20 percent glass-filled polypropylene, minimum 6-inch overall length with slotted top to retain the distribution tube as detailed at the location(s) shown on the Project Plans.

Multi-outlet emitters will consist of the emitter unit, the ½" PVC lateral pipe, the ½" flex PVC nipple riser, flexible vinyl distribution tubing, emitter valve box, geotextile filter fabric, pea gravel sump and PVC fittings necessary to connect the emitter to the ¾" PVC supply lateral pipe.

The emitter valve box will be constructed of tan colored HDPE (high-density polyethylene) in a round conical shape with a 6 1/8" top diameter, 8" bottom diameter and an overall height of 8 ¾". The cover will be T-style fastened to box by twist and lock method.

The supply pipe from the ¾" PVC lateral to multi-outlet emitters will be ½ inch Class 315 PVC with Schedule 40 PVC 90-degree elbows.

## SECTION 795 – LANDSCAPE MATERIAL

**795.6.2 Common Bermuda Grass:** *Delete this section in its entirety and replace with the following:*

**795.6.2 Bermuda Grass Seed:** Seed shall be as specified per plans. Seed shall be installed per manufacturer's recommendations.

**795.9.1 Decomposed Granite Gradation:** *Delete this section in its entirety and replace with the following:*

| Sieve Size | Percent Passing |
|---|---|
| 1-1/2" | 100 |
| 1-1/4" | 98 |
| 1" | 72-95 |
| 3/4" | 25-45 |
| 1/2" | 0 - 10 |
| 3/8" | 0 - 5 |
| 1/4" | 0 - 5 |
| #4 | 0-4 |
| #40 | 0-3 |
| #100 | 0-3 |
| #200 | 0-2 |

# EXHIBIT D

## GIS / GPS DATA DELIVERY REQUIREMENTS

**N/A**

# EXHIBIT E

## FEDERAL PROVISIONS

## N/A

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Community of Innovation

**City Council Memorandum Public Works & Utilities Memo No. UA25-090**

| | |
|---|---|
| **Date:** | June 23, 2025 |
| **To:** | Mayor and Council |
| **Thru:** | Joshua H. Wright, City Manager<br>Andy Bass, Deputy City Manager<br>John Knudson, Public Works and Utilities Director<br>Jeremy Abbott, Public Works and Utilities Assistant Director |
| **From:** | Josef Kennis, Wastewater Facilities Manager |
| **Subject:** | Purchase of Combination Sewer Cleaner |

## Proposed Motion:

Move City Council approve the purchase of a 12-yard combination sewer cleaner, from AZ Wastewater Industries, Inc., utilizing Sourcewell Contract No.101221-SCA, in the amount of $627,610.17.

## Background/Discussion:

The Wastewater Collection Division maintains and repairs all city-owned sewer mains. This purchase is for the replacement of an aging vacuum jetting truck which has been in service since 2006. After nearly 20 years of use, the vehicle has become increasingly unreliable and frequently breaks down, incurring significant repair costs. These ongoing issues have not only increased the maintenance costs of the truck, but have also forced the city to rely on costly third-party contractors to perform essential sewer line jetting services. Replacing this aged truck will support the division's ability to meet its cleaning schedule targets as well as the overall maintenance of the wastewater system and ensure timely, effective service.

## Evaluation:

Sourcewell competitively solicited and awarded a contract for sewer equipment to AZ Wastewater Industries, Inc. The city has an agreement with Sourcewell allowing for the cooperative use of its contracts. Staff recommends cooperative use of this contract because the requested product has a good performance history, and staff are trained and familiar with the equipment. The Sourcewell contract is valid through November 29, 2026.

**Financial Implications:**

Funding for this agreement is contingent upon City Council adopting the FY 2025-26 budget.

**Fiscal Impact**

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 615.3820.6419.0.6WA692.0 | Wastewater Operating | Heavy Equipment Replacement | $627,610.17 | Y |

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**City Council Memorandum Public Works & Utilities Memo No. ST25-022**

| | |
|---|---|
| **Date:** | June 23, 2025 |
| **To:** | Mayor and Council |
| **Thru:** | Joshua H. Wright, City Manager<br>Andy Bass, Deputy City Manager<br>John Knudson, Public Works and Utilities Director |
| **From:** | Raquel McMahon, Procurement Officer |
| **Subject:** | Purchase of Asphalt Crack Sealants |

## Proposed Motion:

Move City Council approve the purchase of asphalt crack sealants, from Crafco, Inc., utilizing State of Arizona Contract No. CTR066732, in an amount not to exceed $200,000.

## Background/Discussion:

The Transportation Division has an established pavement management program focused on the restoration and repaving of city-maintained roadways. This program addresses both preventative maintenance and rehabilitation needs, with particular attention to roadway sections in satisfactory condition.

Crack sealing is a key component of this effort, protecting the pavement structure by sealing cracks and preventing water infiltration that can damage the roadway base. The process involves cleaning the cracks with compressed air and filling them with a crack sealant. In addition to standard crack sealant, the City also uses mastic—a hot-applied, polymer-modified asphalt binder combined with engineered aggregate—designed to provide a durable, flexible repair for a variety of pavement surface distresses.

This contract will be used to purchase asphalt crack sealant for application by both City staff and contractors. Contracted crack sealant application services are procured separately.

**Evaluation:**

The State of Arizona competitively solicited and awarded a contract for asphalt crack sealants to Crafco, Inc. The city has an agreement with the state allowing for the cooperative use of its contracts. The term of the state contract is valid through July 22, 2026.

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**Fiscal Impact**

| Account No. | Fund Name | Program Name | Dollar Amount | CIP Funded Y/N |
|---|---|---|---|---|
| 101.3300.6513.0.0.0 | General Fund | N/A | $200,000 | N |

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**City Council Memorandum Management Services Memo No. MS 25-116**

**Date:** June 23, 2025
**To:** Mayor and Council
Joshua H. Wright, City Manager
**Thru**: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
**From:** Christina Pryor, Procurement & Supply Senior Manager
**Subject:** Contracts and Agreements Administratively Approved, Month of May 2025

## Background/Discussion

On November 7, 2022, City Council approved Ordinance No. 5030 amending the Code of the City of Chandler, Chapter 3, raising the threshold for Council approval of contracts and agreements for materials, services, equipment, and construction from $50,000 to $100,000. The threshold for Council approval of contracts and agreements for professional services was raised from $30,000 to $100,000. The changes allow contracts and agreements valued less than $100,000 to be approved administratively. As part of the change, Council requested a monthly summary of contracts and agreements approved under the newly adopted thresholds that would have required Council approval under the previous thresholds. The attached report summarizes the administratively approved contracts and agreements for materials, services, equipment, and construction valued between $50,000 and $99,999, and professional services valued between $30,000 and $99,999.

## Attachments

Contracts and Agreements Administratively Approved

**Informational Procurement Council Item – May 2025 Administrative Approvals**

**Administrative Approval of Contracts and Agreements for Materials, Services, Equipment and Construction Valued Between $50,000 and $99,999 and Professional Services Valued Between $30,000 and $99,999**

Agreement No.: SW3-910-4629
Subject: City Facilities Refuse Collection
Contractor: Republic Services, Inc.
Value: $95,000.00
Notes: Provides for the collection of refuse at city facilities.

Agreement No.: HR5-953-4870
Subject: Third Party Claims Administration – Workers Compensation
Contractor: CorVel Enterprise Comp, Inc.
Value: $63,200.00
Notes: Provides workers compensation claim handling services for injured city employees.

Agreement No.: AP5-909-4928
Subject: Airport Tower Maintenance
Contractor: Everest Communications, LLC
Value: $60,000
Notes: Provides airport tower maintenance at the Chandler Municipal Airport.

Agreement No.: CC5-961-4937, Slot 2
Subject: Public Defender Services
Contractor: Paula Lorona, Esq.
Value: $73,000
Notes: Provides public defender services in a full-time assignment.

Agreement No.: 4901
Subject: Environmental Review Preparation and Technical Assistance
Contractor: Cloudburst Consulting Group, Inc.
Value: $50,000
Notes: Provides environmental review preparation to Neighborhood Resources Department.

Agreement No.: HO2-910-4338
Subject: Public Housing Painting Services
Contractor: A&H Painting, Inc.
Value: $60,000
Notes: Provides painting services to public housing sites.

Agreement No.: HO2-952-4337
Subject: Public Housing Housekeeping Services
Contractor: The Shannon S. Martin Company
Value: $75,000
Notes: Provides janitorial services to public housing sites after move outs and as needed.

Agreement No.: PR2206.501

Subject: Tumbleweed Park Pickleball
Contractor: Salt River Project
Value: $32,607.58
Notes: Utility design and construction.

Agreement No.: CA2502.201
Subject: Community Garden at 190 S. Dakota Street
Contractor: J2 Engineering & Environmental Design, LLC
Value: $48,502.00
Notes: On-site final design services for the Chandler Community Garden in Downtown Chandler.

Agreement No.: ST2103.506
Subject: Ray Road and Dobson Road Intersection Improvements
Contractor: Salt River Project
Value: $57,896.00
Notes: Utility design.

Agreement No.: LI2401.271
Subject: Hamilton Library Improvements
Contractor: Worksbureau, Inc.
Value: $34,400.00
Notes: Post design services for the Hamilton Library improvements at 3700 S. Arizona Avenue.

Agreement No.: PR2106.208
Subject: Ryan Road Improvements from Union Pacific Railroad to McQueen Road
Contractor: Huitt-Zollars, Inc.
Value: $99,941.24
Notes: Design of Ryan Road from Union Pacific Railroad to McQueen Road.

Agreement No.: PR2106.209
Subject: Ryan Road and Union Pacific Railroad Crossing Improvements
Contractor: Huitt-Zollars, Inc.
Value: $60,953.62
Notes: Coordination and design, permitting, and construction documents for the Union Pacific Railroad crossing on Ryan Road between Arizona Avenue and McQueen Road.

**Contracts or Agreements with Significant (+50%) Price Changes Valued Between $50,000 and $99,999**

Agreement No.:
Subject:
Contractor:
Value:
Notes:

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**City Council Memorandum Management Services Memo No. 25-118**

**Date:** June 23, 2025
**To:** Mayor and Council
Joshua H. Wright, City Manager
**Thru:** Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
**From:** Danielle Wells, Revenue and Tax Senior Manager
**Subject:** Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

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## Attachments

Special Event Liquor and Extensions of Liquor License Premises Approvals

# June 26, 2025

## Special Event Liquor and Extensions of Liquor Premises Approvals

**Temporary Extensions of Liquor License Premises**
Business Name: StillAZ, LLC, DBA The Stillery
Applicant: Keldy Winters
Extension Purpose: July 4th Celebration on Friday, July 4, 2025 from 10:00 a.m. until 2:00 a.m. and Saturday, July 5, 2025, from 10:00 a.m. until 2:00 a.m.
Location: The Stillery, 130 S. Arizona Avenue, Suite #4

**Special Event Liquor Licenses**

**N/A**

**Permanent Extensions of Liquor License Premises**
**N/A**