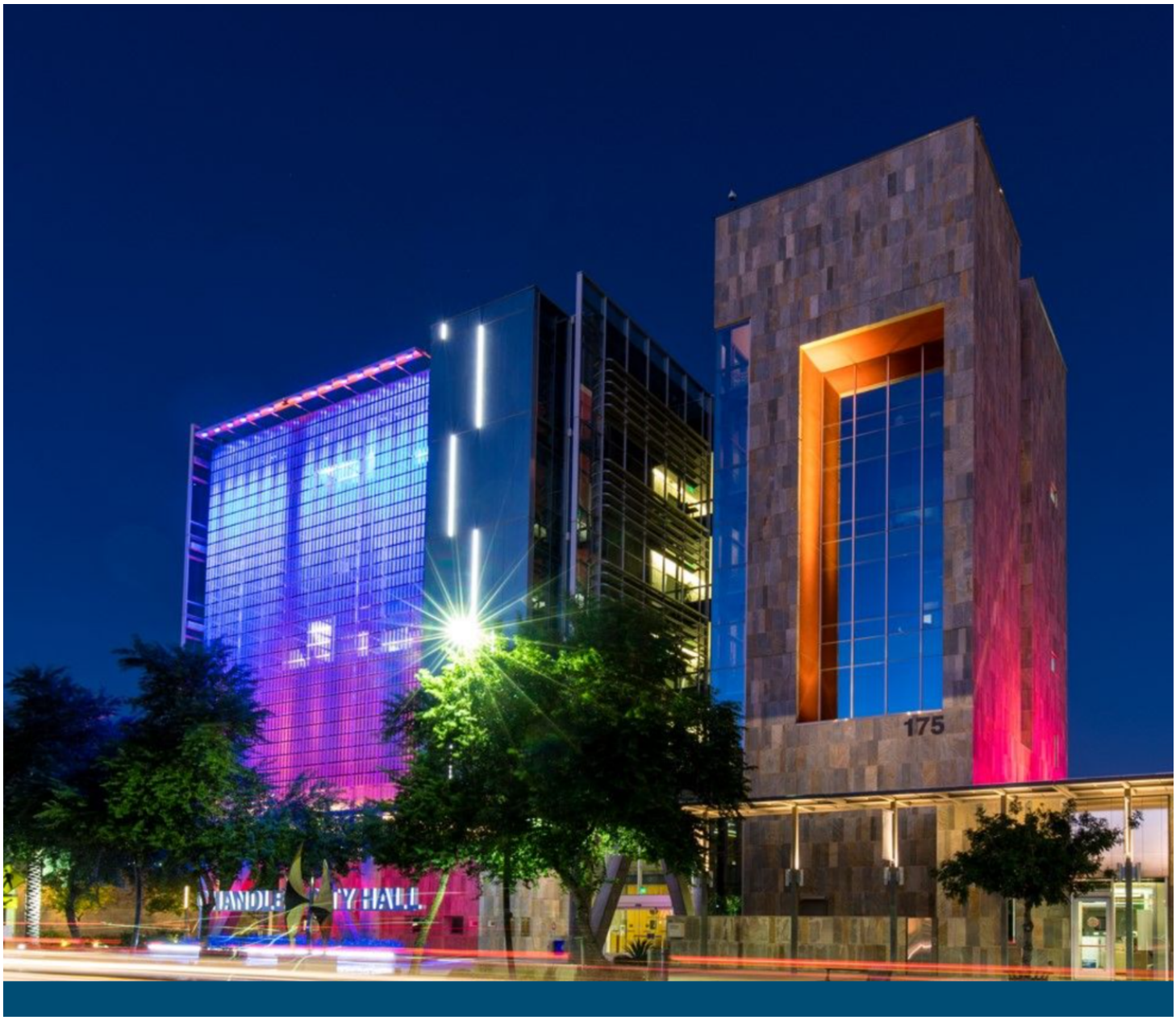


City Council Study Session

Monday, July 14, 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, July 14, 2025, immediately following the Regular 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

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 with Combs Construction Company, Inc., for Hangar Area Pavement Reconstruction**

   Move City Council award Construction Agreement No. AI2501.401 to Combs Construction Company, Inc., for Hangar Area Pavement Reconstruction, in an amount not to exceed $4,459,866.95.

   Council Focus Area(s):

2. **Professional Services Agreement with Dibble CM LLC for the Hangar Area Pavement Reconstruction Construction Management Services**

Move City Council award Professional Services Agreement No. AI2501.451 to Dibble CM LLC for the Hangar Area Pavement Reconstruction Construction Management Services, in an amount not to exceed $162,944.

Council Focus Area(s):

3. **Job Order Project Agreement No. AI2502.401 with SDB, Inc., Pursuant to Job Order Master Agreement No. JOC2402.401, for Annual Airport Pavement Maintenance**

Move City Council award Job Order Project Agreement No. AI2502.401 to SDB, Inc., pursuant to Job Order Master Agreement No. JOC2402.401, for Annual Airport Pavement Maintenance, in an amount not to exceed $222,589.22.

Council Focus Area(s):

Community Services

4. **Agreement No. CS1-967-4327, Amendment No. 4, with Nutrien Ag Solutions, Inc., and Rentokil North America, Inc., dba Target Specialty Products, for Fertilizers, Herbicides, and Pesticides**

Move City Council approve Agreement No. CS1-967-4327, Amendment No.4, with Nutrien Ag Solutions, Inc., and Rentokil North America, Inc., dba Target Specialty Products, for fertilizers, herbicides, and pesticides, in a combined amount not to exceed $200,000, for a one-year term, August 1, 2025, through July 31, 2026.

Council Focus Area(s):

5. **Job Order Project Agreement No. PR2504.402 with Hunter Contracting Co., Pursuant to Job Order Master Agreement No. JOC2419.401, for the Veterans Memorial Phase 3 Recognition Panels**

Move City Council award Job Order Project Agreement No. PR2504.402 to Hunter Contracting Co., pursuant to Job Order Master Agreement No. JOC2419.401, for the Veterans Memorial Phase 3 Recognition Panels, in an amount not to exceed $266,880.08.

Council Focus Area(s):

Development Services

6. **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 (Continued from the Regular Meeting of June 12, 2025)**

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.

Council Focus Area(s):

7. **Introduction and Tentative Adoption of Ordinance No. 5133, Sign Code Text Amendment, PLH25-0013 Temporary Signs in the Right-of-Way**

Move City Council introduce and tentatively adopt Ordinance No. 5133 authorizing the removal of illegal temporary signs in the public right-of-way and requiring them to be marked with the name and telephone number of the person or entity responsible for erecting the sign.

Council Focus Area(s):

8. **Resolution No. 5921, Authorizing Amendment No. 1 to the existing License Agreement between Bicentel, LLC, and the City of Chandler for the Use of Public Property for the establishment of Class 4 and Class 5 Telecommunications Systems, for Joint Use and Construction of Telecommunications Facilities**

Move City Council pass and adopt Resolution No. 5921, authorizing the City Manager's designee to execute Amendment No. 1 to the license agreement between Bicentel, LLC, and the City of Chandler for a joint use fiberoptic conduit project and concurrently approving an appropriation transfer from General Fund, Non-Departmental Cost Center, Contingency Account, in the amount of $1,594,862, to the General Funds, Development Services Capital Projects Cost Center, Professional Services, Citywide Fiber Upgrades Program Account.

Council Focus Area(s):

9. **Area Plan Update, PLH25-0030 Downtown Region Area Plan, generally bounded by Ray Road, McQueen Road, Santan 202 Freeway, and Alma School Road**

Move City Council withdraw the request to adopt the Downtown Region Area Plan, which will establish future land uses, objective design standards, and related goals and policies, and will also replace the current Downtown-South Arizona Corridor Area Plan in totality, and bringing forward to Council at the September 18, 2025, meeting.

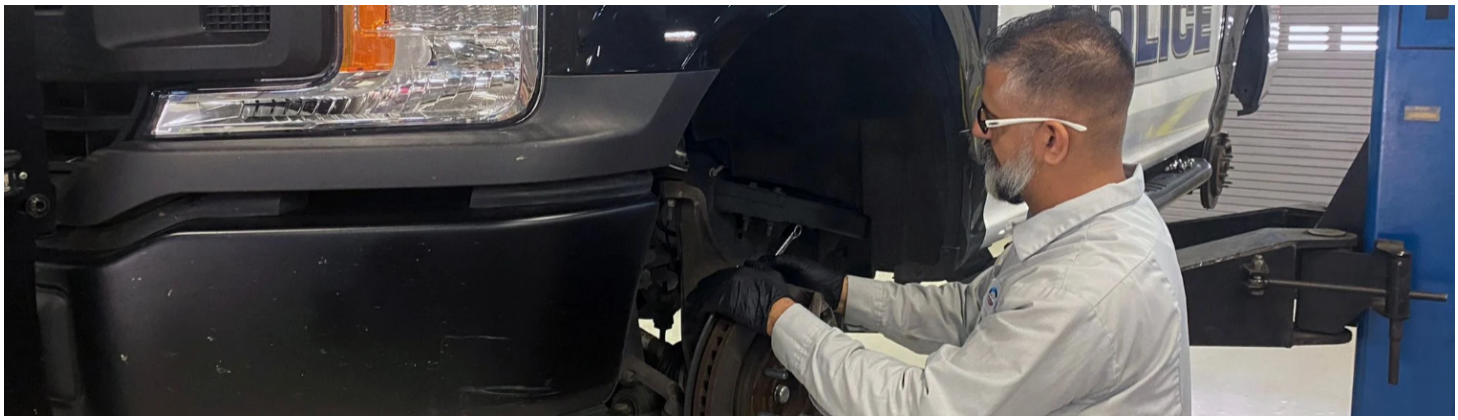
Council Focus Area(s):

Economic Development

10. **Resolution No. 5920 Agreement with the Greater Phoenix Economic Council (GPEC), Fiscal Year 2025-26, for Regional Economic Development Services, in the amount of $140,222, for the period of July 1, 2025, through June 30, 2026**

Move City Council pass and adopt Resolution No. 5920, approving the Fiscal Year (FY) 2025-26 Agreement between the City of Chandler and the Greater Phoenix Economic Council (GPEC) for regional economic development services, in the amount of $140,222, for the period of July 1, 2025, through June 30, 2026.

Council Focus Area(s):



Facilities and Fleet

11. **Professional Services Agreement with Kitchell/CEM, Inc. (CA Corp) for the Boys and Girls Club Tenant Improvements Construction Management Services**

Move City Council award Professional Services Agreement No. BF2401.451 to Kitchell/CEM, Inc. (CA Corp) for the Boys and Girls Club Tenant Improvements Construction Management Services, in an amount not to exceed $152,716.78.

Council Focus Area(s):

12. **Job Order Project Agreement No. BF2401.401 with Chasse Building Team, Inc. (AZ Corp), Pursuant to Job Order Master Agreement No. JOC2407.401, for the Boys and Girls Club Tenant Improvements**

Move City Council award Job Order Project Agreement No. BF2401.401 to Chasse Building Team, Inc. (AZ Corp), Pursuant to Job Order Master Agreement No. JOC2407.401, for the Boys and Girls Club Tenant Improvements, in an amount not to exceed $1,575,703.93.

Council Focus Area(s):

13. **Purchase of Vehicles and Upfitting**

Move City Council approve the purchase of vehicles and upfitting, using multiple vendors under State of Arizona contracts, in a combined amount not to exceed $3,421,076.

Council Focus Area(s):

Information Technology

14. **Agreement No. 4506, Amendment No. 5, for the Digital Adoption Platform**

Move City Council approve Agreement No. 4506, Amendment No. 5, with WalkMe, Inc., for the digital adoption platform, in an amount not to exceed $173,019, for the period of one year, beginning June 30, 2025, through June 29, 2026.

Council Focus Area(s):

Management Services

15. **License Series 12, Restaurant Liquor License Application for Andrea Dahlman Lewkowitz, Agent, J. Alexander's Restaurants, LLC, DBA J. Alexander's**

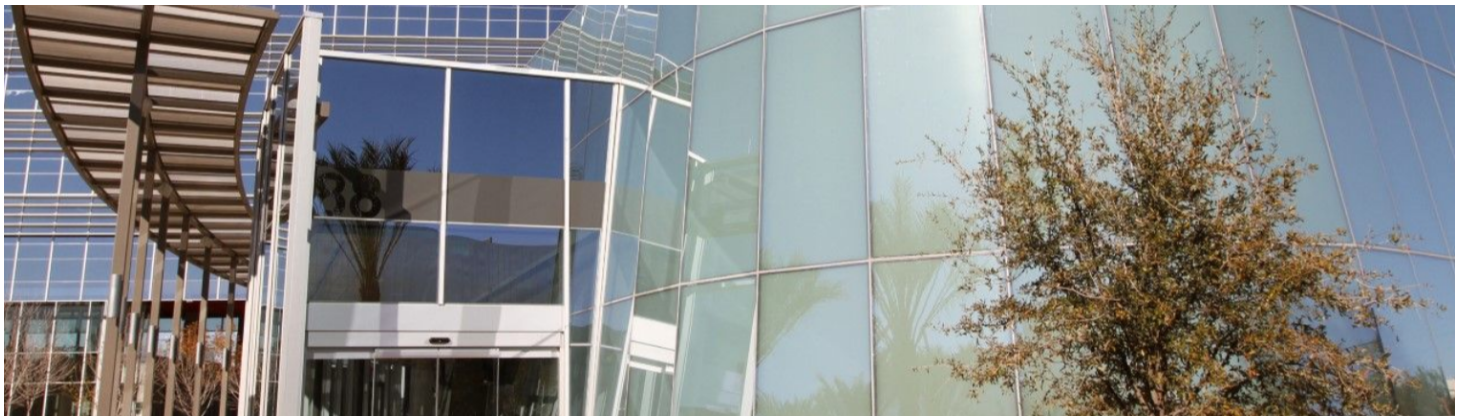
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 347346, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, J. Alexander's Restaurants, LLC, DBA J. Alexander's, located at 7111 W. Ray Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309754.

Council Focus Area(s):

16. **New License Series 4, In State Wholesalers Liquor License Application for Jeffrey Craig Miller, Agent, Borracho Imports, LLC, DBA Borracho Imports**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 347660, a Series 4, In State Wholesalers Liquor License, for Jeffrey Craig Miller, Agent, Borracho Imports, LLC, DBA Borracho Imports, located at 2700 S. Gilbert Road, Suite 10, and approval of the City of Chandler, Series 4, In State Wholesalers Liquor License No. 309800.

Council Focus Area(s):



Mayor and Council

17. **Fiscal Year (FY) 2025-2026 Budget Amendments**

Move City Council approve as presented the twenty-one one-time FY 2025-26 budget amendments totaling $364,000 and two ongoing FY 2025-26 budget amendments totaling $70,000, for a total of $434,000 using Council Contingency, and authorize staff to transfer appropriation from the Non-Departmental Council Contingency to the respective departments.

Council Focus Area(s):

Neighborhood Resources

18. **Agreement No. NR5-952-4899, Human Services, General Services**

Move City Council approve Agreement No. NR5-952-4899, for Human Services, General Services, with multiple contractors as detailed in the attached spreadsheet, in a combined amount not to exceed a total of $865,443.01, for the period of one year, beginning July 1, 2025, through June 30, 2026.

Council Focus Area(s):

19. **Agreement No. NR5-952, Human Services, Core Services**

Move City Council approve Agreement No. NR5-952, for Human Services, Core Services, with multiple contractors as detailed in the attached spreadsheet, in a combined amount not to exceed $1,250,000, for the period of one year, beginning July 1, 2025, through June 30, 2026.

Council Focus Area(s):

Police Department

20. **Maricopa County Detention Services for Fiscal Year (FY) 2025-26**

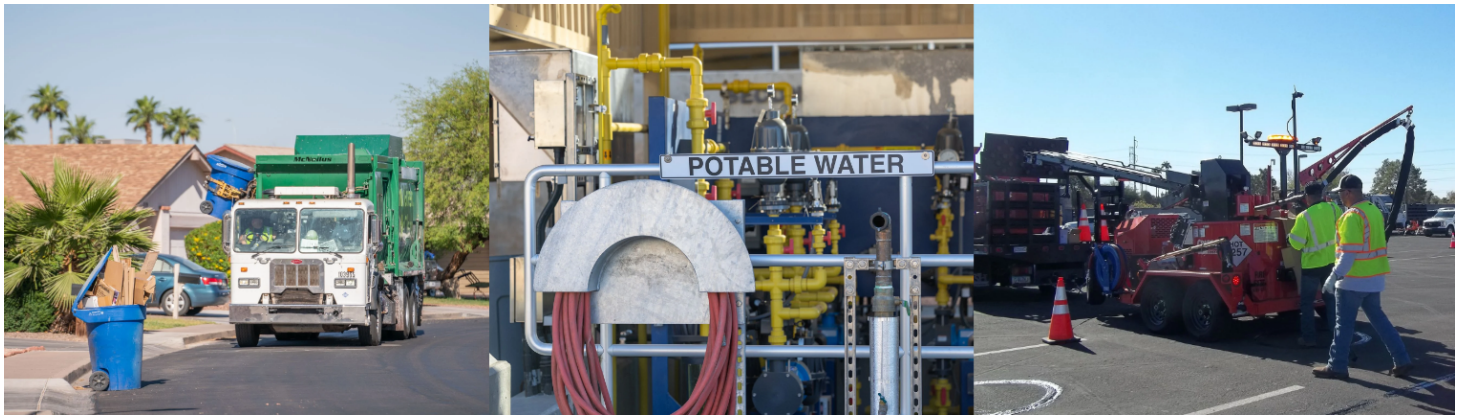
Move City Council approve the use of Maricopa County detention services, for the booking and housing of inmates, in an aggregate amount not to exceed $1,477,573, for the period of one year, July 1, 2025, through June 30, 2026.

Council Focus Area(s):

21. **Purchase of Mobile Communication Services for Fiscal Year (FY) 2025-26**

Move City Council approve the purchase of mobile communication services, from AT&T FirstNet, utilizing the State of Arizona Contract No. CTR052804, in an amount not to exceed $330,000.

Council Focus Area(s):



Public Works and Utilities

22. **Agreement No. PW5-890-4794, Amendment No. 1, for Water Meters**

Move City Council approve Agreement No. PW5-890-4794, Amendment No. 1, with Ferguson Enterprises LLC, for water meters, in an amount not to exceed $1,200,000, for the period of July 1, 2025, through June 30, 2026.

Council Focus Area(s):

23. **Agreement No. PW1-745-4336, Amendment No. 4, with Vincon Engineering Construction, LLC, for Right-of-Way Repairs**

Move City Council approve Agreement No. PW1-745-4336, Amendment No. 4, with Vincon Engineering Construction, LLC, for right-of-way repairs, in an amount not to exceed $225,000, for a one-year period, August 1, 2025, through July 31, 2026.

Council Focus Area(s):

Informational

24. **Contracts and Agreements Administratively Approved, Month of June 2025**

Adjourn

CHANDLER arizona
Community of Innovation

City Council Memorandum Airport Memo No. CP26-003

Date: July 14, 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 with Combs Construction Company, Inc., for Hangar Area Pavement Reconstruction

---

Proposed Motion:

Move City Council award Construction Agreement No. AI2501.401 to Combs Construction Company, Inc., for Hangar Area Pavement Reconstruction, in an amount not to exceed $4,459,866.95.

Background/Discussion:

Hangar Pavement Area Reconstruction encompasses the reconstruction of the taxi-lane pavement among the city-owned hangars, including nearby drainage areas located at the Chandler Municipal Airport. This project is the result of a 2023 pavement assessment report that included design recommendations for grading and paving improvements to reconstruct aging pavement and prevent pooling after large rains.

The project scope of work consists of grading, a full-depth replacement of the existing pavement, new concrete valley gutters, and new pavement markings. The Agreement completion time is 150 calendar days following Notice to Proceed.

A related Professional Services Agreement with Dibble CM LLC, for the Hangar Area Pavement Reconstruction, is also scheduled for this City Council meeting.

Evaluation:

Four (4) bids were opened on June 23, 2025. The bid results were as follows:

Contractor	Bid Total
Combs Construction Company, Inc.	$4,459,866.95
Sunland Asphalt & Construction, LLC	$4,816,704.00
J. Banicki Construction, Inc.	$4,989,736.00
Red Point Contracting	$5,561,332.10

Financial Implications:

This project is part of the planned Airport Capital Improvement Program and is funded with a General Fund subsidy.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
635.4110.6910.0000.6AI739	Airport Operating Fund	Hangar Area Pavement Reconstruction	$4,459,866.95	Y

Attachments

Agreement
Location Map

CHANDLER arizona Community of Innovation	**City of Chandler, Arizona** **Public Works & Utilities Department** **Capital Projects Division**

CONSTRUCTION BID

HANGAR AREA PAVEMENT RECONSTRUCTION
CITY PROJECT NO.: AI2501.401

MAYOR
Kevin Hartke

VICE MAYOR
Christine Ellis

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

Dan Haskins

Daniel Haskins, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

CONSTRUCTION BID

TABLE OF CONTENTS

INVITATION TO BID

BID SUBMITTAL LIST

CONSTRUCTION AGREEMENT

PROJECT SPECIFIC SPECIAL PROVISIONS

GENERAL CONDITIONS

TECHNICAL SPECIFICATIONS

GIS/GPS DATA DELIVERY REQUIREMENTS
(not applicable)

FEDERAL PROVISIONS
(not applicable)

LEGAL AD DEPARTMENT

INVITATION TO BID

HANGAR AREA PAVEMENT RECONSTRUCTION
CITY PROJECT NO.: AI2501.401

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:

June 6, 2025 **5:00 p.m.** **Arizona time**	All solicitation questions must be emailed to Bid.Questions@chandleraz.gov with the subject line of: **"AI2501.401 HANGAR AREA PAVEMENT RECONSTRUCTION BID QUESTION".** Questions received **after the due date and time** will **NOT** be considered.

BID SUBMISSION:

June 18, 2025 **3:00 p.m.** **Arizona time**	Sealed bids must be delivered to the City of Chandler Capital Projects Office located at 215 East Buffalo Street, Chandler, Arizona, 85225. **Bids must be received on or before date and time specified.** At that time, bids will be publicly opened and read aloud in the **Saguaro** Conference Room. Bids received after the due date and time will be returned unopened without consideration. All bids must be submitted in a sealed envelope plainly marked as follows: **BID OF _____, CONTRACTOR** **FOR:** ***"HANGAR AREA PAVEMENT RECONSTRUCTION"*** **"AI2501.401"**

Work under this Agreement includes:

The Hangar Area Pavement Reconstruction project includes grading and paving improvements intended to promote drainage away from the hangar structures in the Central Hangar Complex. The project provides a full-depth replacement of the existing pavement, new concrete valley gutters to convey storm water to the existing drainage structures, and new pavement markings.

Work must be completed within **150** consecutive calendar days from the Notice to Proceed.

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:	**5/21/2025** **5/28/2025** Arizona Republic AFFIDAVIT OF PUBLICATION

BID SUBMITTAL LIST

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

DO NOT DOUBLE-SIDE ANY PART OF THE BID SUBMITTAL

PROJECT NAME: **HANGAR AREA PAVEMENT RECONSTRUCTION**

CITY PROJECT NO.**:** **AI2501.401**

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, Combs Construction Company, Inc., (hereinafter "Principal"), as Principal, and Western Surety Company, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of South Dakota, with its principal offices in Sioux Falls, 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:

Hangar Area Pavement Reconstruction
AI2501.401

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 11th day of June, 20 25

Combs Construction Company, Inc.
Principal SEAL

By: _____

Its: President

Western Surety Company
SURETY SEAL

By: _____
Erin Brown, Attorney-in-Fact

Lockton Companies, LLC
AGENCY OF RECORD
14850 N. Scottsdale Rd, Ste. 225
Scottsdale, AZ 85254
AGENCY ADDRESS

CITY OF CHANDLER
CHANDLER, ARIZONA

Rev. 11/28/22

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On JUN 11 2025 before me, D. Garcia, Notary Public

Date *Here Insert Name and Title of the Officer*

Personally appeared Erin Brown

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

D. GARCIA
Notary Public - California
Los Angeles County
Commission # 2514874
My Comm. Expires Apr 18, 2029

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature D. Garcia

Signature of Notary Public

Place Notary Seal Above

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

☐ Corporate Officer—Title(s) _____

☐ Partner ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other _____

Signer Is Representing _____

Signer's Name _____

☐ Corporate Officer—Title(s) _____

☐ Partner ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other _____

Signer Is Representing _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Tom McCall, Michelle Haase, Paul Boucher, Timothy J Noonan, Edward C Spector, Aidan Smock, Erin Brown, Charles R Teter III, Adriana Valenzuela, Simone Gerhard, B Aleman, Dennis Langer, K D Wapato, Lisa Marie Saumur, D Garcia, Jennifer Ochs, Martha Barreras, Ethan Spector, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of February, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 11th day of February, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of JUN 11 2025

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

HANGAR AREA PAVEMENT RECONSTRUCTION
AI2501.401

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 150 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 No.	Date Received	Addendum No.	Date Received
1	6/10/25		
2	6/16/25		

PROPOSAL ACKNOWLEDGEMENT

THIS BID IS SUBMITTED BY: COMBS CONSTRUCTION COMPANY, 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: 100380

ATTACH PHOTOCOPY
Classification A: GENERAL No. 100380

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,

COMBS CONSTRUCTION COMPANY INC
Firm

86-0744516
Federal Tax ID Number

PO BOX 10789 GLENDALE AZ 85318
Address City, State and Zip Code

602.237.4029
Phone

By (Signature Required)

MIKE STEG VICE PRESIDENT
Name and Title (Print)

MIKE@COMBSAZ.COM
Email Address

RECEIVED SEP 1 8 2023

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]

Combs Construction Company Inc

Po Box 10789
Glendale, AZ 85318-0789

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY

LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA November 30, 2025
Registrar of Contractors CERTIFIES THAT

Combs Construction Company Inc

CONTRACTORS LICENSE NO. ROC 100380 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

Cynthia D. Casaus, Interim Director

IMPORTANT NOTICE
YOU MUST:

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General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

Cynthia D. Casaus, Interim Director

NAME OF BIDDER: COMBS CONSTRUCTION COMPANY, INC.

CITY OF CHANDLER

HANGAR AREA PAVEMENT RECONSTRUCTION
PROJECT NO. AI2501.401
BID SCHEDULE REVISION 6/16/2025

NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED
1	C-100.14.1	Contractor's Quality Control Program (CQCP)	LS	1	$305,500.00	$305,500.00
2	C-102-6.1	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	$10,000.00	$10,000.00
3	C-105-6.1	Mobilization	LS	1	$215,000.00	$215,000.00
4	SP-50.01.1	Location of Underground Utilities	LS	1	$5,000.00	$5,000.00
5	SP-60.05.1	Airfield Safety and Security	LS	1	$360,600.00	$360,600.00
6	SP-80.01.1	Riprap (D50 = 6", T = 12")	SY	18	$78.00	$1,404.00
7	SP-80.02.1	Vertical Curb and Gutter (MAG Std Det 220-1, Type A)	LF	208	$68.00	$14,144.00
8	SP-80.02.2	Mountable Curb and Gutter (MAG Std Det 220-2, Type E)	LF	123	$75.00	$9,225.00
9	SP-80.02.3	Single Curb (MAG STD DET 222, Type A)	LF	57	$55.00	$3,135.00
10	SP-80.02.4	Curb & Gutter Transition and Integral Roll Curb (MAG STD DET 221)	EA	2	$325.00	$650.00
11	SP-80.02.5	Roll Curb and Gutter (MAG STD DET 220-1, Type C)	LF	4	$75.00	$300.00
12	SP-80.02.6	Adjust Water Valve to Grade (MAG STD DET 391-2)	EA	1	$1,300.00	$1,300.00
13	SP-80.02.7	Aggregate Base Course (Landscaping Areas) (2-Inch Depth; MAG 310)	SY	214	$5.00	$1,070.00
14	SP-80.02.8	Aggregate Base Course (Valley Gutter) (4-Inch Depth; MAG 310)	SY	2,634	$6.50	$17,121.00
15	SP-80.02.9	Aggregate Base Course (8-Inch Depth; MAG 310)	SY	53,858	$15.15	$815,948.70
16	SP-80.02.10	AC Surface Course (4-Inch Depth; MAG 321 - 3/4-Inch Mix, PG 70-22)	SY	53,858	$26.00	$1,400,308.00
17	SP-80.02.11	AC/PCCP Edge Seal (Building Pad) (MAG 729, 1/2-Inch Joint)	LF	8,546	$3.50	$29,911.00
18	SP-90.01.1	Concrete Valley Gutter (4-Foot Wide, Sect B, Dwg G2.2)	SF	23,677	$14.00	$331,478.00
19	SP-90.02.1	Remove & Salvage Safety Curb	EA	19	$35.00	$665.00
20	SP-90.03.1	Remove Vehicle Loop Detector	EA	2	$600.00	$1,200.00
21	SP-90.03.2	Install Vehicle Loop Detector (Match Exst)	EA	2	$4,000.00	$8,000.00
22	SP-90.04.1	Permanent Pavement Markings (White, Landside)	SF	125	$5.00	$625.00
23	P-101-5.1	Sawcut AC Pavement (Full Depth ±3-Inch)	LF	1,647	$2.00	$3,294.00
24	P-101-5.2	Sawcut Roll Curb	LF	4	$2.00	$8.00
25	P-101-5.3	Remove AC Pavement (Full Depth ±3-Inch)	SY	56,490	$2.50	$141,225.00
26	P-101-5.4	Remove Concrete Ribbon Curb	LF	17	$18.00	$306.00
27	P-101-5.5	Remove & Salvage Riprap	SY	17	$12.00	$204.00
28	P-101-5.6	Remove Curb, Gutter & Conc Apron	LF	47	$11.00	$517.00
29	P-152-4.1	Unclassified Excavation	CY	17,000	$29.00	$493,000.00
30	P-152-4.2	Unsuitable Excavation and Replacement, Backfill and Compaction	CY	1,450	$37.00	$53,650.00
31	P-152-4.3	Compacted Subgrade (12-Inch Depth)	SY	56,492	$2.00	$112,984.00
32	P-608-8.1	Emulsified Asphalt Seal Coat	SY	60	$105.00	$6,300.00
33	P-620-5.1	Obliterate & Seal Pavement Markings	SF	160	$12.00	$1,920.00
34	P-620-5.2	Temporary Pavement Markings	SF	4,735	$0.40	$1,894.00
35	P-620-5.3	Permanent Pavement Markings	SF	4,735	$2.15	$10,180.25
36	T-901-5.1	Seeding	AC	0.20	$9,000.00	$1,800.00
37	ALLOW	Owner's Allowance	ALLOW	1	$ 100,000.00	$ 100,000.00

BASE BID (Items 1- 37 inclusive) **TOTAL BASE BID:** 4,459,866.95 (In Numbers)

four million four hundred fifty nine thousand eight hundred SIXTY SIX **Dollars**
(In Words)

ninety five **Cents**
(In Words)

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

HANGAR AREA PAVEMENT RECONSTRUCTION
AI2501.401

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:	MILLING SERVICES	**Company Name:**	J.CO CONTRACTING
Contact Name:	MELISSA SMITH	Contact Name:	MIKE NAY
Contact Email:	msmith@millingservices.com	Contact Email:	mikenay@jcocontracting.com
Contact Phone:	480-271-2914	Contact Phone:	928-277-4617
Work Component:	ASPHALT MILLING	Work Component:	CONCRETE
Percentage of Total Work Performed:	2.5%	Percentage of Total Work Performed:	7.39%

Company Name:	PAVELO, INC	**Company Name:**	METRO ENGINEERING & SURVEY
Contact Name:	STEVE COMBS	Contact Name:	BRANDON GALLIMORE
Contact Email:	steve@pavecoaz.com	Contact Email:	brandon@metroaz.net
Contact Phone:	602-288-8273	Contact Phone:	623-466-6640
Work Component:	PAVING	Work Component:	SURVEY
Percentage of Total Work Performed:	5.68%	Percentage of Total Work Performed:	2.3%

Company Name:	CMT	**Company Name:**	BEDROCK SAND & GRAVEL
Contact Name:	DJ PETERS	Contact Name:	DAN DONALDSON
Contact Email:	dj.peters@cmttechnicalservices.com	Contact Email:	dan@bedrockglendale.com
Contact Phone:	480-266-9079	Contact Phone:	623-810-0077
Work Component:	QC	Work Component:	TRUCKING
Percentage of Total Work Performed:	1.31%	Percentage of Total Work Performed:	6.62%
Subcontractor Total Work Performed:	$1,147,638.75	Overall Bid Total:	$4,459,866.95
Overall Prime Contractor Self-performance %:		73.54%	

SUBCONTRACTOR'S LIST FORM

HANGAR AREA PAVEMENT RECONSTRUCTION
AI2501.401

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:	FALCON CONTRACTING	**Company Name:**	
Contact Name:	ROBERT HARRIS	Contact Name:	
Contact Email:	robert.hc falcon-contracting.com	Contact Email:	
Contact Phone:	602.944.3614	Contact Phone:	
Work Component:	STRIPING	Work Component:	
Percentage of Total Work Performed:	0.45%.	Percentage of Total Work Performed:	

Company Name:	GALLAGHER RECLAMATION	**Company Name:**	
Contact Name:	DAN GALLAGHER	Contact Name:	
Contact Email:	katrina@gallagherreclamation.com	Contact Email:	
Contact Phone:	480-248-5574	Contact Phone:	
Work Component:	SEEDING	Work Component:	
Percentage of Total Work Performed:	0.04%.	Percentage of Total Work Performed:	

Company Name:	AZ 48 UTILITIES	**Company Name:**	
Contact Name:	MUHAMMAD KAYANI	Contact Name:	
Contact Email:	kayani@az48utilities.com	Contact Email:	
Contact Phone:	602.818.9798	Contact Phone:	
Work Component:	ELECTRICAL	Work Component:	
Percentage of Total Work Performed:	0.14%.	Percentage of Total Work Performed:	

Subcontractor Total Work Performed:	$ 1,147,638.75	Overall Bid Total:	$ 4,459,866.95
Overall Prime Contractor Self-performance %:	73.57%.		

NON-COLLUSION BIDDING CERTIFICATION

(STATE OF ARIZONA
ss.
(COUNTY OF MARICOPA

I, MIKE STEG 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 MIKE STEG (Name) a, VICE PRESIDENT (Title, Position, etc.)

of the firm of COMBS CONSTRUCTION COMPANY, INC, the Bidder making the Bid for City of Chandler, **Hangar Area Pavement Reconstruction**, **City Project No. AI2501.401** and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the City of Chandler relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

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

(Signature of Bidder)

MIKE STEG
(Printed or Typed Name of Bidder)

Sworn to before me this 18 day of JUNE, 20 25, in the County of

MARICOPA, State of ARIZONA.

(Notary Public)

APRIL LAWSON
Notary Public - Arizona
Maricopa County
Commission # 644442
My Commission Expires February 13, 2027

CERTIFICATE OF INSURABILITY AND BONDING

I hereby certify that as Bidder to **City of Chandler Hangar Area Pavement Reconstruction AI2501.401,** I am fully aware of the City of Chandler's Insurance and Bonding Requirements for Contractors and that by the submission of this Bid Proposal, assure the City of Chandler that I am able to produce the insurance and bonding coverage required should I be selected to be the successful bidder.

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

Signature of Bidder

VICE PRESIDENT
Title

6/18/25
Date

ARIZONA DEPARTMENT OF REVENUE
PRIVILEGE TAX LICENSE

PROJECT NAME: HANGAR AREA PAVEMENT RECONSTRUCTION

PROJECT NUMBER: AI2501.401

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: COMBS CONSTRUCTION COMPANY INCORPORATED
PO BOX 10789
GLENDALE AZ 85318-0789

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07468584
START DATE: 12/09/1993
ISSUED: 01/10/2025
EXPIRES: 12/31/2025

LOCATION: CODE 001
COMBS CONST COMPANY INCORPORATED
2801 S 49TH AVE
PHOENIX, AZ 85043
2500069290480

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	NAM - NAVAJO (NAVAJO)	RESERVATION
015 - CONTRACTING - PRIME	PMT - TOHONO O'ODHAM (PIMA)	RESERVATION
015 - CONTRACTING - PRIME	APA - APACHE	COUNTY
215 - PRE-6/2010 CONTRACTING	APA - APACHE	COUNTY
015 - CONTRACTING - PRIME	COC - COCONINO	COUNTY
215 - PRE-6/2010 CONTRACTING	COC - COCONINO	COUNTY
015 - CONTRACTING - PRIME	COH - COCHISE	COUNTY
215 - PRE-6/2010 CONTRACTING	COH - COCHISE	COUNTY
015 - CONTRACTING - PRIME	GLA - GILA	COUNTY
215 - PRE-6/2010 CONTRACTING	GLA - GILA	COUNTY
015 - CONTRACTING - PRIME	GRA - GRAHAM	COUNTY
015 - CONTRACTING - PRIME	GRN - GREENLEE	COUNTY
015 - CONTRACTING - PRIME	LAP - LA PAZ	COUNTY
014 - PERSONAL PROPERTY RENTAL	MAR - MARICOPA	COUNTY
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
017 - RETAIL	MAR - MARICOPA	COUNTY
215 - PRE-6/2010 CONTRACTING	MAR - MARICOPA	COUNTY
015 - CONTRACTING - PRIME	MOH - MOHAVE	COUNTY
017 - RETAIL	MOH - MOHAVE	COUNTY
215 - PRE-6/2010 CONTRACTING	MOH - MOHAVE	COUNTY
015 - CONTRACTING - PRIME	NAV - NAVAJO	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.

0001702O4Q0000P7077040200017

LICENSE: 07468584

BUSINESS CODE	REGION	JURISDICTION
215 - PRE-6/2010 CONTRACTING	NAV - NAVAJO	COUNTY
015 - CONTRACTING - PRIME	PMA - PIMA	COUNTY
017 - RETAIL	PMA - PIMA	COUNTY
215 - PRE-6/2010 CONTRACTING	PMA - PIMA	COUNTY
015 - CONTRACTING - PRIME	PNL - PINAL	COUNTY
215 - PRE-6/2010 CONTRACTING	PNL - PINAL	COUNTY
015 - CONTRACTING - PRIME	YAV - YAVAPAI	COUNTY
017 - RETAIL	YAV - YAVAPAI	COUNTY
215 - PRE-6/2010 CONTRACTING	YAV - YAVAPAI	COUNTY
015 - CONTRACTING - PRIME	YMA - YUMA	COUNTY
015 - CONTRACTING - PRIME	AJ - APACHE JUNCTION	CITY
015 - CONTRACTING - PRIME	AV - AVONDALE	CITY
015 - CONTRACTING - PRIME	BE - BUCKEYE	CITY
015 - CONTRACTING - PRIME	BH - BULLHEAD CITY	CITY
015 - CONTRACTING - PRIME	CE - CAMP VERDE	CITY
015 - CONTRACTING - PRIME	CG - CASA GRANDE	CITY
015 - CONTRACTING - PRIME	CH - CHANDLER	CITY
029 - USE TAX	CH - CHANDLER	CITY
015 - CONTRACTING - PRIME	CK - CAVE CREEK	CITY
015 - CONTRACTING - PRIME	CL - COOLIDGE	CITY
015 - CONTRACTING - PRIME	CV - CHINO VALLEY	CITY
015 - CONTRACTING - PRIME	CW - COTTONWOOD	CITY
015 - CONTRACTING - PRIME	DL - DOUGLAS	CITY
015 - CONTRACTING - PRIME	EL - ELOY	CITY
015 - CONTRACTING - PRIME	EM - EL MIRAGE	CITY
015 - CONTRACTING - PRIME	FH - FOUNTAIN HILLS	CITY
015 - CONTRACTING - PRIME	FS - FLAGSTAFF	CITY
029 - USE TAX	FS - FLAGSTAFF	CITY
015 - CONTRACTING - PRIME	GB - GILBERT	CITY
015 - CONTRACTING - PRIME	GE - GLENDALE	CITY
016 - CONSTRUCTION CONTRACTING - SPECULATIVE BUILDERS	GE - GLENDALE	CITY
029 - USE TAX	GE - GLENDALE	CITY
015 - CONTRACTING - PRIME	GL - GLOBE	CITY
015 - CONTRACTING - PRIME	GY - GOODYEAR	CITY
015 - CONTRACTING - PRIME	LH - LAKE HAVASU CITY	CITY
015 - CONTRACTING - PRIME	MA - MARANA	CITY
015 - CONTRACTING - PRIME	ME - MESA	CITY
015 - CONTRACTING - PRIME	MP - MARICOPA	CITY
015 - CONTRACTING - PRIME	PE - PEORIA	CITY
029 - USE TAX	PE - PEORIA	CITY
015 - CONTRACTING - PRIME	PG - PAGE	CITY
015 - CONTRACTING - PRIME	PK - PARKER	CITY
015 - CONTRACTING - PRIME	PR - PRESCOTT	CITY
015 - CONTRACTING - PRIME	PX - PHOENIX	CITY
029 - USE TAX	PX - PHOENIX	CITY
015 - CONTRACTING - PRIME	QC - QUEEN CREEK	CITY

0001703O4A0000P707704020O017

LICENSE: 07468584

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	SC - SCOTTSDALE	CITY
029 - USE TAX	SC - SCOTTSDALE	CITY
030 - USE TAX FROM INVENTORY	SC - SCOTTSDALE	CITY
015 - CONTRACTING - PRIME	SE - SEDONA	CITY
015 - CONTRACTING - PRIME	SL - SHOW LOW	CITY
015 - CONTRACTING - PRIME	SP - SURPRISE	CITY
015 - CONTRACTING - PRIME	TE - TEMPE	CITY
017 - RETAIL	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
015 - CONTRACTING - PRIME	WC - WILLCOX	CITY
015 - CONTRACTING - PRIME	WL - WILLIAMS	CITY
015 - CONTRACTING - PRIME	WT - WELLTON	CITY
015 - CONTRACTING - PRIME	YM - YUMA	CITY

00017040410000P707704020017

ARIZONA DEPARTMENT OF REVENUE
ATTN: License and Registration
PO BOX 29082
PHOENIX AZ 85038-9082

7077040200017

2025
COMBS CONSTRUCTION COMPANY
INCORPORATED
PO BOX 10789
GLENDALE AZ 85318-0789

00017010460000P7077040200017

RECEIVED JAN 22 2025

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: COMBS CONSTRUCTION COMPANY
INCORPORATED
PO BOX 10789
GLENDALE AZ 85318-0789

ALL communications and reports MUST REFER to this LICENSE NO.

LICENSE: 07468584
START DATE: 12/09/1993
ISSUED: 01/10/2025
EXPIRES: 12/31/2025

LOCATION: CODE 002
COMBS CONSTRUCTION COMPANY
INCORPORATED
2801 N 49TH AVE
PHOENIX, AZ 85043
2500069290480

BUSINESS CODE	REGION	JURISDICTION
015 - CONTRACTING - PRIME	MAR - MARICOPA	COUNTY
015 - CONTRACTING - PRIME	AV - AVONDALE	CITY

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CITY OF CHANDLER, ARIZONA

HANGAR AREA PAVEMENT RECONSTRUCTION

City Project No. AI2501.401

ADDENDUM NO. 1

Date: June 10, 2025

1. Bidder must acknowledge the receipt of this addendum on the Proposal Acknowledgement page of the **BID SUBMITTAL**. This addendum, containing **1 page**, is hereby incorporated into the Construction Agreement by this reference.

2. Accompanying copy of geotechnical report – Chandler Airport Hangar Pavement prepared by Speedie and Associates dated March 27, 2023, is added to the Supplementary Conditions for reference purposes.

3. **Question:** In reference to the Note on G1.2 – The following raw, unadjusted, in-place earthwork quantities are provided for bidding purposes. Excess excavation shall be disposed of off airport property.

   - Does this mean that the 5,970 CY of cut can remain on site, and any additional cut is to be disposed of? If so, could you provide a location and quantity that can remain on site?
   - Or should we assume all the 5,950 CY of Cut and any additional cut materials are to be disposed of off-site?

   Response: A portion of the unclassified excavation may be used on site to balance earthwork and achieve the new pavement grades as shown in the project plans. All excess unclassified excavation shall be disposed of off airport property.

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

REPORT ON GEOTECHNICAL INVESTIGATION

DESIGNATION: Chandler Airport Hangar Pavement

LOCATION: 2380 South Stinson Way
Chandler, Arizona

CLIENT: Dibble Engineering

PROJECT NO: 222006SA

DATE: March 27, 2023

SPEEDIE AND ASSOCIATES
Geotechnical • Environmental • Materials Engineers
A UES Company

TABLE OF CONTENTS

1.0 INTRODUCTION 1

2.0 GENERAL SITE AND SOIL CONDITIONS 3

2.1 Site Conditions 3
2.2 Pavement Conditions and Measurements 3
2.3 General Subsurface Conditions 5

3.0 ANALYSIS AND RECOMMENDATIONS 6

3.1 Analysis 6
3.2 Remove and Replace 9
3.3 Seal Coat/Surface Seal 9
3.4 Crack Sealing Procedures 11
3.5 Site Preparation 11
3.6 Fill and Backfill 13
3.7 Utilities 14
3.8 New Pavement 14

4.0 GENERAL 16

APPENDIX A – Field and Laboratory Data
APPENDIX B – FAARFIELD Computations

1.0 INTRODUCTION

This report presents the results of a subsurface soil investigation and pavement evaluation carried out at the site of the proposed improvements to the pavements surrounding the hangars in the southwestern portion of Chandler Municipal Airport (CHD), in Chandler, Arizona.

The purpose of this investigation was to determine the condition of the existing asphalt and subgrade soil conditions. This data will be used to make recommendations for reconstruction, or if feasible, rehabilitation of the apron pavements to support the anticipated traffic loads. It is understood construction will encompass the hangar area located between Taxiway F on the south end and the west Terminal apron on the north end. This area occupies approximately 550,000 square feet of pavement. The general project limits are shown in Figure 1.0.1.

Figure 1.0.1 General Project Location

The scope of the field work conducted for the hangar pavement evaluation and the recommendations presented in this report are based on the general guidelines presented in FAA AC No. 150/5320-6G. This assessment included visual observation of the surface conditions, and a limited number of pavement borings/cores to determine the current pavement structural sections and subgrade conditions. A review of

previous geotechnical information and reports in the vicinity of the proposed improvements was also conducted. A Soil Boring Location Plan showing the locations of the field work (soil borings) and the approximate limit of the project is attached in Appendix A.

Speedie & Associates (S&A) has previously completed a geotechnical report for the Terminal Apron Rehabilitation at the airport, located to the northeast of this project (S&A Report No. 171997SA, dated April 2, 2018). The laboratory and field data obtained from the previous report was used in conjunction with the data obtained from this current evaluation.

The Chandler Municipal Airport accommodates a variety of aircraft, generally consisting of lighter general aviation (GA) aircraft. Typical maximum take-off weights for the larger aircraft that operate at CHD are on the order of approximately 40,000 lbs. A higher frequency of smaller and lighter aircraft use the airport and have access to the subject pavements. These lighter aircraft have maximum takeoff weights on the order of approximately 3,000 to 15,000 lbs. The largest anticipated aircraft to use the pavements in this area of the airport is likely to be the Cessna Citation XLS, with a maximum takeoff weight of approximately 20,200 lbs.

A new comprehensive traffic analysis was not conducted for the apron pavement at the time of this report, however, the anticipated aircraft fleet mix provided by CHD is presented in Table 1.0.1. The aircraft information provided in this table was used in combination with the findings from the geotechnical investigation to determine the new pavement structural sections in accordance with FAA design procedures.

Table 1.0.1 Aircraft Fleet Mix

Aircraft Type	FAARFIELD Equivalent Aircraft	ARC	Maximum Take-off Weight (lbs.)	Annual Operations
Single Engine				
Cessna 172 Skyhawk	Cessna 172 Skyhawk	A-I	3,100	23,802
Piper PA-28	PA-28R-200 Cherokee	A-I	3,000	30,813
Multi-Engine				
Piper PA-44 Seminole	PA-46-350P Malibu Mirage	A-I	3,800	1,615
Beechcraft Baron 58	Beechcraft Baron 58	B-I	5,500	169
Beechcraft King Air 90	Beechcraft King Air 90	B-II	9,300	169
Jet				
Cirrus SF50 Vision Jet	S-5	A-I	6,000	79
Bombardier Learjet 25	Learjet 35	C-I	15,000	294
Cessna Citation XLS	Cessna Citation VI/VII	B-II	20,200	365
			Total	**57,303**

2.0 GENERAL SITE AND SOIL CONDITIONS

2.1 Site Conditions

The area currently consists of an asphalt paved apron area with T-hangars. The area is generally bound to the northeast by the Terminal Apron, to the northwest by hangars followed by Airport Boulevard, to the southeast by Taxiway A with the runway beyond, and to the southwest by Taxiway F and additional hangar buildings. Based on general observations, there appears to be some drainage issues as there is some evidence of water ponding adjacent to several of the hangar buildings.

A cursory review of historical aerial photographs shows that the site was previously vacant land dating back to at least 1949, the earliest available aerial image. At that time there appears to have been either an irrigation ditch or other drainage feature present at the west and east ends of the apron. The runway to the east was first observed to be present around 1976. The subject apron pavement and hangar structures are first visible in 1986. The site has remained relatively unchanged since that time.

2.2 Pavement Conditions and Measurements

Based on visual evaluation during the field investigation, the existing pavement is generally in fair condition and showing its age. The pavement is exhibiting raveling, weathering, and a significant amount of block style cracking. Block cracking is typical of aged asphaltic concrete pavements, especially in the dry desert climates. These types of cracks don't necessarily represent structural failure and are mostly attributed to environmental factors. However, over time, as moisture infiltrates into these cracks, if not maintained, the pavement can further deteriorate due to loss of support. This can lead to structural failure and the formation of alligator or fatigue cracking. It doesn't appear as though the pavement has reached this stage at this time. This is in-part a result of the ongoing maintenance of the pavement, as it appears that efforts to maintain the pavement have continued, including applying surface seal coats and conducting crack sealing. The quantity of cracking has continued to progress to the point that the pavement is becoming more challenging to maintain. Figure 2.2.1 and Figure 2.2.2 show the general condition of the pavement at the time of the investigation.

To evaluate the pavement and subgrade soils, a total of 10 borings were drilled for this evaluation. All the borings were located within the hangar pavement area and locations were predetermined by Dibble. The borings were placed in locations experiencing significant distress and/or where locations ponding water was noticed after storm events. In addition, some borings were completed as close to a few T-hangars as possible as water was noted as pooling adjacent to the hangar and potentially infiltrating underneath. The approximate locations of the borings are shown on the Soil Boring Location Plan in Appendix A. Thickness measurements of the existing pavement sections are summarized in Table 2.2.1 as well as on the individual boring logs in Appendix A.

Figure 2.2.1 Typical Condition South End

Figure 2.2.2 Typical Condition North End

Table 2.2.1 Pavement Section Measurements

Location	AC Thickness (1)	ABC Thickness (1,2,3)	Location	AC Thickness (1)	ABC Thickness (1,2,3)
B-1	3.5”	8.5”	B-6	3.0”	--
B-2	3.5”	--	B-7	3.5”	5.0”
B-3	2.25”	6.0”	B-8	3.0”	7.0”
B-4	2.25”	--	B-9	3.5”	8.0”
B-5	1.5”	--	B-10	4.0”	8.0”

1. Values rounded to the nearest ¼-inch.
2. ABC thickness measurement estimated within borehole.
3. Where no ABC was noted, the underlying soils generally consisted of clayey sand with gravel, which may have been a ‘dirty’ ABC.

The existing apron pavement was observed to be highly variable with the asphalt surface generally consisting of 1.5 to 4.0 inches of asphaltic concrete. The asphalt surface layer was underlain by nil (0) to 8-inches of aggregate base course. Where 0-inches of ABC was encountered, the material below the existing asphalt pavement was generally granular in nature and like an aggregate base course, however based on observations and testing, the material would not meet a typical aggregate base specification or FAA P-208/P-209 specification. This material may be suitable for reuse as subbase below any new pavement sections. **Given the**

age of the pavement and the findings at the core locations, variations in the pavement thicknesses to what was observed in the specific locations should be anticipated. Based on the existing pavement section data and the observed pavement conditions, it would appear that complete reconstruction would be necessary if there is a desire to meet the current FAA requirements in AC 150/5320-6G. This would also provide an opportunity to address any grading and drainage issues at the property. Alternatively, the pavement is generally in fair condition, exhibiting primarily environmental distress and minimal load related distress. As a result, it may be possible to conduct a rehabilitation of the pavement surface to prolong the need for full reconstruction.

2.3 General Subsurface Conditions

As indicated above, S&A obtained information about the subsurface conditions at the site using ten 7-inch-diameter hollow-stem auger soil borings to record the soil conditions and collect samples for laboratory testing. Possible fill or fill was encountered in several of the borings. The depth of the fill was of variable depth ranging from 1 to 4 feet below existing grades. The fill material, where encountered, consisted of clayey sands and clayey gravels. This material was similar in nature to that underlying native soils, making it challenging to determine the exact depth of the fill in the small diameter bore hole. As noted above, directly below the pavement structure there was a more granular fill material that was of similar consistency to an ABC, however this layer typically had more fine material (and higher plasticity index) than a typical ABC.

The subsoils below any fill material generally consist of layers of sandy lean clay, clayey sand, and silty/clayey sand with interbedded layers of sandy silt, sandy silty clay, and poorly graded sand to the termination depths of the borings at up to 11.5 feet below existing grades. Standard penetration resistance test (SPT) values generally ranged from 5 to 22 blows per foot and were relatively constant throughout the profile. No groundwater was encountered during the investigation. Based on visual and tactile observation, the soils were generally in a ‘dry to moist’ to ‘moist’ state at the time of the investigation.

Laboratory testing indicates in-situ dry densities of the upper soils range from 94.9 to 105.7 pcf with water contents ranging from 8.9 to **21.8 percent** at the time of investigation. **Note,** several of the moisture content tests indicated slightly elevated values (which is not uncommon below old pavements). Several of the moisture contents were near to above optimum moisture, based on the two moisture density (proctor) test results. Additional discussion is provided in the following sections regarding this potential and options for addressing elevated moisture contents below the old pavement. Liquid limits range from 22 to 40 percent with plasticity indices from 4 to 20 percent. The upper clayey soils exhibit a volume increase (**swell**) due to wetting of **2.0 to 2.6 percent** when compacted to moisture and density levels normally expected during construction.

A saturated California Bearing Ratio (CBR) test was conducted on the subgrade soils. **Saturated CBR values of 2.5 at 95 percent compaction and 4.5 at 100 percent compaction** were obtained from laboratory testing based on using a standard proctor (ASTM D698). The standard test method was selected based on the typical aircraft loading being below 60,000 pounds, in accordance with FAA analysis procedures. CBR values from the previous investigation ranged from 10 to 15 with a CBR value of 10 used for that previous evaluation. However the previous CBR testing was based on a modified proctor test, which increases the level of compaction. Therefore, it would be reasonable to assume that a CBR test using a standard proctor would result in a slightly lower CBR value. Additional discussion on the design CBR is included in the following section.

3.0 ANALYSIS AND RECOMMENDATIONS

3.1 Analysis

Analysis of the field and laboratory data indicates that the existing apron pavement is generally in a fair condition and is approaching a poor condition. There is minimal evidence of load related failures in the apron pavement, although there are low areas which appear to allow for the ponding of water after storm events. These areas appear to be aging faster due to the moisture infiltration. The majority of the pavement primarily appears to be experiencing normal aging and oxidation, resulting in block shrinkage cracking. Based on the observed conditions, maintenance and rehabilitation would be an option for consideration, depending on funding and available budget. However, as there appears to be issues related to site drainage, standing water, and the fact that the existing pavement structure is a variable thickness and does not meet the minimum requirements by the FAA, the primary recommendation would be to consider full reconstruction. This will allow for the ability to make adjustments in grades and provide a suitable pavement structure that meets FAA specifications.

A review of the Arizona Department of Transportation (ADOT) Airport Pavement Management System (APMS) was conducted. The subject apron falls within Branch “T-HANGAR 01” and Section “TH01CH-10”. Based on the most recent pavement condition index (PCI) survey, which was completed in 2022, the pavement has an average PCI value of 63 with the samples tested ranging from 60 to 64. This places the pavement in a “pavement preservation” condition. Observations of the pavement from the 2022 survey indicate a significant amount of block cracking present within the apron pavement. In addition, some Longitudinal and Transverse Cracking (L&T Cracking) and raveling are present within this area. **It appears that from 2017 to 2022, the T-Hangar pavement area experienced no significant deterioration in the quality of the pavement.** According to the work history report, Section TH01CH-10 was constructed in 1984, had a 1-inch Asphalt Rubber Overlay in 2006, and had crack sealing completed in 2020.

Based on the observations of the pavement (significant amount of shrinkage block cracking), the average PCI value, and the fact that drainage concerns are present at the site requiring re-grading, the **primary** recommendation is the pavement needs reconstruction. Once a pavement falls below the critical PCI value (a PCI value of 55 or less), it becomes uneconomical to perform maintenance and it will be more beneficial to reconstruct the pavement section. Any type of maintenance performed would be just done as a stopgap to prolong the pavement until a full reconstruction can be completed. The pavement has not fallen below the critical PCI value, however there are other factors that need to be taken into consideration when evaluating how to proceed with a pavement rehabilitation or reconstruction. This pavement is generally performing adequately, given the relatively thin pavement structure. There is minimal evidence of load related failures. It appears that the majority of the distress is related to the aging process of asphalt, including oxidation, raveling, weathering, and shrinkage cracks. Minor maintenance would still be considered an option given the current condition of the pavement.

As noted above, the pavement structure was generally observed to be thin and variable, ranging in thickness from 1.5 to 4.0 inches of asphalt surface placed on either a granular fill material that does not appear to meet typical ABC specifications or up to 8-inches of ABC. The relatively thin pavement section would not be suitable for the anticipated loading and would not meet minimum FAA requirements. If there is a desire to meet FAA specifications or increase the frequency and loading of the aircraft on the pavement, the relatively thin pavement structure will be insufficient. In addition, there is a need to improve the site grading and drainage to prevent standing water and possible flooding of the hangars. **Based on these findings, the primary approach for the pavement rehabilitation will be full reconstruction to bring the pavement up to standard and provide sufficient capacity for the current and future anticipated loading conditions.** This will also provide an opportunity to adjust any site grading and drainage.

In lieu of full reconstruction, if cost considerations are too high to fully reconstruct the pavement section, minor improvements such as a continued maintenance using a seal coat and/or crack filling can be completed, which will likely extend the pavement life by 2 to 5 years. Some discussion on these items are provided in this report for reference. Due to the variable asphalt surface thickness and numerous fixed grade points at the hangars, other rehabilitation options, such as an overlay with or without milling is likely not feasible. If additional alternate options are desired, please contact this office for more information.

Analysis of the field and laboratory data indicates that subsoils at the site are favorable for the support of the proposed new/reconstructed pavements subject to some remedial earthworks. For reconstruction of the apron, the subgrade soils will be adequate for support of new pavements designed for the given airplane traffic, subject to some remedial earthwork. Based on the observations of the pavement, the anticipated traffic loading, and the variability in existing conditions, the primary recommendations will be to remove the existing

AC pavement section, along with sufficient subgrade material and reconstruct the apron to provide a thicker, uniform structural section that will support the current and anticipated future loading conditions.

A soaked CBR value of 2.5 was obtained from the laboratory testing for this evaluation when compacted to 95 percent of maximum dry density of a standard proctor (ASTM D698) and a value of 4.5 was obtained based on a sample compacted to 100 percent of maximum dry density of a standard proctor. This value is lower than what was determined based on a modified proctor for the Terminal Apron project to the north. The higher level of compaction used in a modified proctor on the previous project and slightly better soils are likely the reason for the difference. Assuming that the apron pavement will support aircraft with maximum takeoff weights (MTOW) of less than 60,000 lbs, a standard proctor should be used in the design. Based on these test results, the previous test results for the Terminal Apron project, our experience with the local soil conditions, other correlations, and the recommendations provided in the FAA Airport Pavement Design and Evaluation Advisory Circular No. 150/5320-6G, a design **CBR value of 4** was assigned for evaluation of the existing pavement structure and determination of new structural sections where required. This value is relatively conservative given the assumption that the subgrade will not be saturated under normal service conditions.

The soils on this site are moisture sensitive and can become unstable at elevated moisture contents. Maintenance of the pavement is recommended as part of extending the life of the pavement and reducing larger rehabilitation maintenance costs. Accordingly, it is highly recommended to establish a maintenance program where crack filling and surface sealing techniques are utilized to help reduce moisture infiltration into the subgrade and the resulting loss of support.

Groundwater is not expected to be a factor in the design or construction of new pavements and underground utilities (if any). Excavation operations should be relatively straightforward with standard equipment. Based on the boring and laboratory testing, and other historical information from this area, there is a possibility for uncovering soft/moist soils beneath the existing apron pavement at depths ranging from 2± to up to 6 feet below existing grade. In-place moisture contents were reported to be near or slightly above the average plastic limit of 17 at the time of the investigation. This may change depending on the season work commences and prior rainfall activity. As a result, removal and re-construction of existing apron pavement may require additional earthwork to stabilize the subgrade soils to provide access for equipment and provide an adequate base for new pavements. A representative of the geotechnical engineer should examine the proof rolling prior to backfilling to ensure removal of any soft/wet soils.

3.2 Remove and Replace

As noted, based on the condition of the existing pavement and the relatively thin structural section, the primary recommendation will be to conduct a complete reconstruction (removal and replacement) of the pavement. Any other rehabilitation option at this point would provide little benefit and would likely require full reconstruction within a few years. In addition, the current pavement structure is not adequate for the anticipated aircraft loading and does not meet the minimum thickness requirements based on the current FAA design procedures and specifications. This option will also allow for any modifications to existing grading and drainage within the area of the apron.

Removal and replacement will require complete removal of the existing asphalt surface and underlying subgrade/aggregate base material and replacing with a new structural section of asphaltic concrete on new aggregate base. If grades will remain the same, the proposed new thicker structural section will require some removal of the existing subgrade (and aggregate base (AB) where present). After removal of the surface, the exposed subgrade will require fine grading and re-compaction in accordance with FAA P-152. The entire area should be proof-rolled with a heavy pneumatic-tired roller to identify locally unstable areas for repair.

Deeper removal and re-compaction of the underlying subgrade is not recommended even though it may fall below the FAA compaction requirement for new pavement. Using the lower soaked design CBR value will compensate for this in our opinion. Excavating deeper into the subgrade may expose deeper soft zones requiring more extensive stabilization. In addition, due to the relatively light loading, the minimum pavement structure will likely provide excess capacity and provide additional support. The existing asphalt may be milled to a similar consistency of an aggregate base and it, along with any aggregate base material, set aside for possible reuse as subbase to aid in stabilizing any areas which are found to be unstable during proof-rolling.

3.3 Seal Coat/Surface Seal

While reconstruction is the primary option at this time, as an alternative stopgap approach, the surface could be treated using a seal coat or surface seal. A seal coat/surface seal option would help to protect the pavement surface and would be less intrusive. However this approach does not allow for repair to any drainage issues. If there is no need to increase the capacity of the existing pavement, this may be a suitable option. It appears previous surface seals have been applied to the pavement previously. This will help maintain the pavement as well as give it a uniform look. The pavement is currently performing adequately from a structural point of view (although it may be insufficient for anticipated aircraft loading) and therefore it is possible that just maintenance would be sufficient for the time being.

The surface is experiencing some typical signs of aging (oxidation, weathering, and block shrinkage cracks). While the pavement section, as built, would not meet the requirements of a new FAA pavement design, the pavement is performing sufficiently for the relatively low volume of current traffic. For this reason, it may be possible to consider more affordable surface treatments such as a seal coat. As these surface treatments do not typically contain an aggregate (sand only), they are not capable of spanning over large open cracks or heavily cracked pavements. Therefore prior to conducting one of these treatments it would be required that all heavily cracked areas and large cracks be repaired by full depth patching, crack sealing or filling, or milling and patching in the case of large open cracks that cannot be crack sealed/filled. These products need to be applied to a clean pavement surface or a surface treated with a with a compatible (SS-1h) prime coat. The existing surface would need to be cleaned sufficiently removing the remnants of any old surface treatments to ensure good performance.

If selected, the slurry seal should consist of FAA P-626 or MAG Standard Specification Section 332 Type II Slurry Seal. A slurry seal is a mixture of slow-setting asphalt emulsion, fine aggregate, mineral filler, and water that can be used in both preventative and corrective maintenance activities. A slurry seal will help seal surface cracks and improve skid resistance. It will also help reduce surface distress caused by oxidation aging of the asphalt. The mixture is prepared in the form of water-based slurry and is applied in an average thickness of $^{1}/_{8}$ to ¼ inch. This thin surface treatment will not retard reflective cracking. Conventional slurry seal **life expectancy is on the order of 2 to 5 years**.

Another more economical option to slurry seal is a proprietary micro-seal coat that contains mineral aggregate, asphalt rubber and/or other fillers. As noted above, reflective cracking will appear through these types of surface treatments. It is our opinion that due to the amount of cracking, a seal coat with some aggregate and/or filler would provide adequate cover for these better areas. There are a number of different products (such as MasterSeal MTR or MTR Plus with at least 200 pounds of aggregate per 100 gallons added or equal product) that are available for this type of treatment and many contractors specialize in one type of product. Therefore the final product selection will partially depend on which contractor does the repair work. For these types of proprietary seal coats, it is recommended that the contractor provide a recommendation for the conditions present, product specification sheets, and examples of pavements where this seal has been applied. The owner should then visit those applications to make sure that the type of finish is acceptable. For example thin ‘spray’ applied fog seals may not hide patches completely or it may take several applied coats if that is the desire. In any areas where aircraft movement is sensitive to friction and braking, additional testing may be required to ensure the surface seal does not significantly impact the friction of the pavement surface.

3.4 Crack Sealing Procedures

In order to achieve good performance for the seal coat option, it will be necessary to properly prepare any of the cracks, including routing out the cracks to the width to depth ratio recommended by the crack filler manufacturer. Clean the cracks by routing or using high-pressure air, sandblasting, wire brushing, hot air blasting or high-pressure water. This is a critical step to crack sealing or filling. If the crack is not thoroughly cleaned, the sealant will not adhere to the sides. Sand blasting, although the best for cleaning the cracks, it is the most labor intensive. Hot air blasting is done using a hot compressed-air (HCA) lance, or heat lance, connected to an air compressor. This method helps dry the crack and if the sealing operation closely follows the hot air drying, the heated crack surface helps the sealant adhere to the crack. The hot air lance produces super-heated air and will burn the crack surface if left in one place too long. If high-pressure water is used, the crack must be thoroughly dried before sealing.

After removing the old sealant and/or cleaning the cracks, check them for depth. Generally, if they are over 20 mm (3/4 in.) deep, a backer rod may be used to conserve sealant. The backer rod should be a compressible, non-shrinking, non-absorbent material with a melting point higher than the sealant temperature. The backer rod should be about 25% wider than the crack so it doesn't slip down or float out after installing the sealant.

Immediately before applying the sealant, inspect the cracks to ensure they are clean, dry and any backer material is properly installed. If the cracks have been left unsealed for any amount of time, clean them out with compressed air before sealing them. The sealant should be applied from the bottom to the top of the crack to prevent air bubbles from forming and creating a weak spot in the sealant. It is desirable to use a sealant kettle that has an injection wand for the best results. To prevent tracking, the sealant should be left about 3 to 6 mm (1/8 to 1/4 in.) below the top of the crack. Use a squeegee to remove any excess sealant on the pavement surface. For this area, it is recommended to use to Crafco Polyflex Type 3 or Type 4 or an approved equal.

3.5 Site Preparation

The project limits are all within the existing asphalt paved apron. The entire area to be occupied by the reconstruction option should consist of the removal of the existing asphalt pavement and additional subgrade soils to provide room for the new pavement structural sections. Carefully remove all existing pavements as well as any deleterious materials that may be encountered. Any existing structures and shallow foundation elements to be removed, should be removed in their entirety along with soil disturbed by this activity. Carefully remove all concrete and other elements as well as any deleterious materials that may be encountered.

Special attention will need to be given to any short drilled shaft foundation removal. If any pole or drilled shaft foundations are to be removed, the caissons are likely shallow and it may be possible to pull the foundation out and backfill with 1-sack CLSM slurry. In the case for deeper larger caissons (if any) that can't be removed, they should be cut off/chipped out to a depth of at least 3 feet below finished grade or deeper if conflict with any new foundations or utility. Do not attempt to push caissons over as that will further disturb the soils.

The existing asphalt pavement may also be crushed/pulverized and stockpiled. **If this material is intended for reuse below the new pavement as an aggregate base in the apron area, it must meet FAA specification for a P-208 Aggregate Base Course.** Alternatively, this material could also be used to help stabilize any soft/moist soils found below the existing apron. Enough subgrade soils should be removed as necessary to accommodate the thickness of the new structural section. The exposed soil should be proof rolled with a heavy rubber tire vehicle (loaded water truck or dump truck). If any utility is located within 3 feet of any finished pavement grade, relocation of the utility may be required.

Prior to placement of fill in areas that will be subject to airplane traffic, the exposed subgrade soils should be prepared in accordance with FAA Standard P-152. The soils should be scarified to a depth of 12 inches, moisture conditioned to optimum (3% below to 1% above) and compacted to at least 95 percent of maximum dry density as determined by a standard proctor (ASTM D-698). The increased depth of scarification (12 inches) will ensure that the soil compaction levels meet the requirements of FAA AC150/5370-10H.

The boring logs indicate that there are medium dense and moist soil conditions below the existing apron pavement. A few elevated moisture contents of up to 22 percent were observed. This moisture is over the optimum moisture based on the laboratory moisture density relations. Encountering soft wet soils under old pavements has been an issue on other recent pavement projects at this airport. The lateral and vertical extent of these issues can sometimes be sporadic. The reconstruction plans should assume a similar condition and that soft/wet soils may be encountered beneath the existing pavement to depths greater than 3 feet. Trying to accurately estimate an area that may need to be stabilized is not feasible with the current data. In addition, these conditions can be variable depending on the season and prior rainfall activity. It is recommended that in-situ testing be included in the construction budget and conducted as part of the site preparation phase. In-situ testing must include means of estimating the field CBR and shear strength (such as correlations from Dynamic Cone Penetrometer and/or vane shear testing). These will be used to evaluate the lateral extent and level of subgrade improvement required.

If wet unstable soils are encountered, there are several options for consideration. On previous project(s), contractors have crushed/pulverized the existing asphalt pavement and re-used the material for subbase. If it is available from the demolition of the existing apron, it can be re-used below new pavement

sections to help stabilize and bridge the unstable subgrade. Although, depending on the crushing method, nesting of the materials can become an issue. It will be necessary for the contractor to be able demonstrate that there is an acceptable compaction of this material as it is not possible to complete compaction testing with a sand cone or nuclear density gauge. The depth of removal and replacement will depend on the severity of the problem area. It is recommended to use at least an additional 12 inches of aggregate base to replace loose/pumping soils.

As an alternative to the re-use of crushed pavements as presented above, the unstable soils can be completely removed to a depth on the order of 1.5 to 3 feet below the finished subgrade; deeper excavations may be required if the loose, wet areas extend deeper. The soft/wet soils may be set aside to dry and be re-placed and re-compacted once they have dried sufficiently. Another option is to treat the exposed unstable subgrade with cement in general accordance with FAA P-156 using ASTM D-698 for compaction requirements. For budgeting purposes it is recommended to use 5 percent cement mixed into the top 12 inches of exposed subgrade them compacted per the project compaction requirements.

The clayey and silty fine sandy soils are sensitive to excessive moisture content and will become unstable at elevated moisture content. Accordingly, it may be necessary to compact soils on the dry side of optimum, especially in asphalt pavement areas.

3.6 Fill and Backfill

No filling or backfilling is planned for this project. Native soils are suitable for engineered subgrade fill if required. In the event loose soft soils are encountered at the surface, the procedures as outlined above should be followed or this office should be contacted for alternate options to stabilize. Over-excavation of localized loose soils may use native soils as an alternative to stabilization. If imported fill is required, the material should be granular fill meeting the following gradation and plasticity requirements.

Sieve Size	Percent Passing
3 inch	100
No. 4	20-60
No. 40	10-40
No. 200	0-30

The maximum plasticity index per ASTM D4318 should not exceed 8. A higher plasticity index may be approved at the discretion of the engineer provided that the percent passing the No. 40 sieve and No. 200 sieve does not exceed 20 percent and 10 percent respectively.

Fill should be placed on subgrade that has been properly prepared and approved by a Soils Engineer. Fill must be wetted and thoroughly mixed to achieve optimum moisture content, ±2 percent, be placed in horizontal lifts of 8-inch thickness (or as dictated by compaction equipment) and be compacted to at least 95 percent of maximum dry density per **ASTM D-698** (standard proctor) for pavements supporting aircraft less than 60,000 lbs. This includes utility trench backfill as well as general subgrade fills.

3.7 Utilities

Trench excavations for shallow utilities can be accomplished by conventional trenching equipment. Trench walls may not stand near vertical for the short periods of time required to install shallow utilities due to the loose soils. Sloughing may occur in looser and/or sandier soils requiring laying back of side slopes and/or temporary shoring. Adequate precautions must be taken to protect workmen in accordance with all current governmental regulations.

Backfill of trenches above bedding and initial backfill zones may be carried out with native excavated (provided material greater than 3 inches is screened and removed or reduced in size). This material should be moisture-conditioned, placed in 8-inch lifts and mechanically compacted. Water settling is not recommended. Compaction requirements are summarized in the "Fill and Backfill" section of this report.

3.8 New Pavement

The new apron pavement will accommodate a variety of General Aviation aircraft. A comprehensive traffic analysis was not conducted for the reconstruction of the new apron pavement; however, we understand that the aircraft fleet mix will be as noted in Section 1.0 of this report. The pavement sections were calculated using procedures outlined in FAA Advisory Circular AC 150/5320-6G and the FAA computer program FAARFIELD (version 2.0.18). The designs assume that the controlling subgrade will consist of the compacted native soils materials meeting the requirements presented herein.

Construction will require the removal of the old pavement surface in its entirety and other existing improvements as outlined in the Site Preparation section of this report. Remove additional aggregate base or subgrade soils to make room for the new pavement section as dictated by the selected pavement thickness. If unstable subgrade conditions are encountered, remove and replace with one of the options provided in Section 3.5 Site Preparation. The pavement sections provided below assume that the subgrade has been properly prepared as set forth herein.

It is anticipated that most of the air traffic will consist of light general aviation aircraft and midsized business jets with typical maximum weights on the order of 3,000 to 5,000 lbs., with frequent daily departures. In addition, there may be routine occasions where the pavement may accommodate larger aircraft, such as the Bombardier Learjet 25 and Cessna Citation XLS with maximum take-off weights of 15,000 to 20,200 lbs. A detailed breakdown of the design aircraft fleet mix and observed number of annual operations (provided by Dibble Engineering) is summarized in Section 1.0 of this report. For this analysis a growth rate of 1.79 percent was applied to the aircraft traffic.

The following apron Hot Mix Asphalt (HMA) pavement sections were analyzed using the FAA Advisory Circular 150/5320-6G Airport Pavement Design and Evaluation, assuming that the controlling subgrade will consist of the compacted native soils materials meeting the requirements presented herein and the FAA specifications for subgrade preparation. The capacities were determined using the guidance presented in the Advisory Circular and with the FAA computer program FAARFIELD. **A CBR value of 4 was selected to determine the minimum flexible pavement design**. This CBR value was selected based on the laboratory testing, the soil classification, and FAA procedure for CBR selection criteria. Note, for aircraft loading less than 60,000 lbs. it is acceptable to use FAA specification P-208 (instead of P-209), which may provide some additional cost savings. The designer/owner should choose the appropriate sections to meet the intended use. The following table presents alternate pavement sections, as dictated by the FAARFIELD design program:

Table 3.8.1 - New Asphalt Pavement

Location	Total Pavement Thickness, inches	Flexible Pavement		
		AC Thickness (P-401/403)	Aggregate Base (P-208/P-209)	Compacted Subgrade (P-152)
Hangar Pavement	13.0	3.0 inches	10.0 inches	12.0 inches
	12.0	4.0 inches	8.0 inches	12.0 inches
	11.0	5.0 inches	6.0 inches	12.0 inches

Notes:
1. These designs are based on FAA Advisory Circular 150/5320-6G Airport Pavement Design and Evaluation. Detailed design parameters for the FAARFIELD analysis are included in Appendix B of this report.
2. Designs are based upon the complete provided Aircraft Fleet Mix outlined in Section 1.0 of this report.
3. Sections provided represent minimum pavement sections to meet FAA specifications based on the fleet mix and subgrade conditions.

These designs are based on materials meeting FAA Advisory Circular AC 150/5370-10H Standards for Specifying Construction of Airports. Asphaltic concrete subject to direct plane traffic should consist of FAA Specification P-401. A ½ inch or ¾ inch mix designation should be used for the pavement. While a ¾ inch mix may have a somewhat rougher texture, it offers more stability and resistance to scuffing, particularly in turning areas. The maximum aggregate size depends on installed lift thickness. Typically, the minimum lift thickness should be at least 3.0 times the maximum aggregate size with a maximum lift thickness of 4.0 inches. The asphalt supplier should be informed of the pavement use and be required to provide a mix that will provide stability and be aesthetically acceptable. A mix design should be submitted for review to determine if it will be acceptable for the intended use.

The mix design should be based for moderate aircraft using PG 70-16 asphalt oil, as this binder is readily available and used on other state highway projects. While FAA AC 150/5370-10H generally recommends a PG grade of lower than a -22, on the low end, due to the potential for block shrinkage cracking, the PG70-16 is locally available and used for most paving projects. Increasing the binder range to PG70-22 will require that a polymer modified binder be used, which will result in additional construction/material costs on the project. It is our experience that having proper compaction levels and high quality materials will help reduce the potential for block shrinkage cracks. If budgets allows it, consideration could be given to increasing to the binder range to PG70-22 to aid in block cracking reduction. Pavement installation should be completed under applicable portions of FAA standards. The asphalt supplier should be informed of the pavement use and be required to provide a mix that will provide stability and be aesthetically acceptable.

4.0 GENERAL

The scope of this investigation and report does not include regional considerations such as seismic activity and ground fissures resulting from subsidence due to groundwater withdrawal, or any considerations of hazardous releases or toxic contamination of any type.

Our analysis of data and the recommendations presented herein assume that soil conditions do not vary significantly from those found at specific sample locations. Our work has been performed in accordance with generally accepted engineering principles and practice; this warranty is in lieu of all other warranties express or implied.

We recommend that a representative of the Geotechnical Engineer observe and test the earthwork and pavement portions of this project to ensure compliance to project specifications and the field applicability of subsurface conditions which are the basis of the recommendations presented in this report. If any significant changes are made in the scope of work or type of construction that was assumed in this report, we must review such revised conditions to confirm our findings if the conclusions and recommendations presented herein are to apply.

Respectfully submitted,
SPEEDIE & ASSOCIATES, LLC

Nicholas J. Vitale, P.E.

Todd B. Hanke, P.E.

SPEEDIE AND ASSOCIATES
Geotechnical • Environmental • Materials Engineers
A UES Company

APPENDIX A

FIELD AND LABORATORY INVESTIGATION

SOIL BORING LOCATION PLAN

SOIL LEGEND

LOG OF TEST BORINGS

TABULATION OF TEST DATA

MOISTURE-DENSITY RELATIONS

CBR TEST RESULTS

SPEEDIE AND ASSOCIATES
Geotechnical • Environmental • Materials Engineers
A UES Company

FIELD AND LABORATORY INVESTIGATION

On November 15, 2022, ten (10) soil borings were drilled at the approximate locations shown on the attached Soil Boring Location Plan. All exploration work was monitored by our Field Engineer, who recorded subsurface conditions and obtained samples for laboratory testing. The soil borings were advanced with a truck-mounted CME-75 drill rig utilizing 7-inch diameter hollow stem flight augers. Detailed information regarding the borings and samples can be found on the Log of Test Boring prepared for each drilling location.

Laboratory testing consisted of moisture content, grain-size distribution, plasticity (Atterberg Limits) and CBR tests for classification and pavement design parameters. In-place dry density testing were conducted on selected relatively undisturbed samples. All field and laboratory data are presented in this appendix.

⌖ - APPROXIMATE SOIL BORING LOCATIONS

SOIL BORING LOCATION PLAN

SHEET: 1 OF 1 | DR: RB | REV: | DATE: 10/21/22 | PROJECT NO.: 222006SA

CHANDLER AIRPORT HANGER PAVEMENT
2380 SOUTH STINSON WAY
CHANDLER, ARIZONA

SPEEDIE AND ASSOCIATES
GEOTECHNICAL ▪ ENVIROMENTAL ▪ MATERIALS ENGINEERS

SOIL LEGEND

SAMPLE DESIGNATION		DESCRIPTION	
	AS	**Auger Sample**	A grab sample taken directly from auger flights.
	BS	**Large Bulk Sample**	A grab sample taken from auger spoils or from bucket of backhoe.
	S	**Spoon Sample**	Standard Penetration Test (ASTM D-1586) Driving a 2.0 inch outside diameter split spoon sampler into undisturbed soil for three successive 6-inch increments by means of a 140 lb. weight free falling through a distance of 30 inches. The cumulative number of blows for the final 12 inches of penetration is the Standard Penetration Resistance.
	RS	**Ring Sample**	Driving a 3.0 inch outside diameter spoon equipped with a series of 2.42-inch inside diameter, 1-inch long brass rings, into undisturbed soil for one 12-inch increment by the same means of the Spoon Sample. The blows required for the 12 inches of penetration are recorded.
	LS	**Liner Sample**	Standard Penetration Test driving a 2.0-inch outside diameter split spoon equipped with two 3-inch long, 3/8-inch inside diameter brass liners, separated by a 1-inch long spacer, into undisturbed soil by the same means of the Spoon Sample.
	ST	**Shelby Tube**	A 3.0-inch outside diameter thin-walled tube continuously pushed into the undisturbed soil by a rapid motion, without impact or twisting (ASTM D-1587).
	--	**Continuous Penetration Resistance**	Driving a 2.0-inch outside diameter "Bullnose Penetrometer" continuously into undisturbed soil by the same means of the spoon sample. The blows for each successive 12-inch increment are recorded.

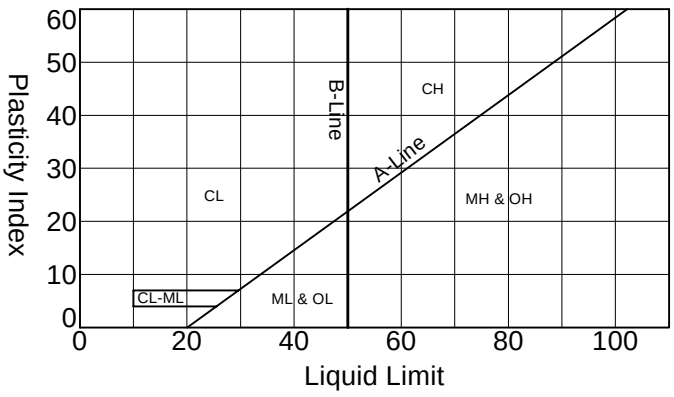
CONSISTENCY			RELATIVE DENSITY	
Clays & Silts	Blows/Foot	Strength (tons/sq ft)	Sands & Gravels	Blows/Foot
Very Soft	0 - 2	0 - 0.25	Very Loose	0 - 4
Soft	2 - 4	0.25 - 0.5	Loose	5 - 10
Firm	5 - 8	0.5 - 1.0	Medium Dense	11 - 30
Stiff	9 - 15	1 - 2	Dense	31 - 50
Very Stiff	16 - 30	2 - 4	Very Dense	> 50
Hard	> 30	> 4		

MAJOR DIVISIONS			SYMBOLS GRAPH	SYMBOLS LETTER	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS (MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE)	GRAVEL AND GRAVELLY SOILS (MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE)	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS (MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE)	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS (MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE)	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL OR MODIFIED SYMBOLS MAY BE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS OR TO PROVIDE A BETTER GRAPHICAL PRESENTATION OF THE SOIL

MATERIAL SIZE	PARTICLE SIZE			
	Lower Limit		Upper Limit	
	mm	Sieve Size ◆	mm	Sieve Size ◆
SANDS				
Fine	0.075	#200	0.42	#40
Medium	0.420	#40	2.00	#10
Coarse	2.000	#10	4.75	#4
GRAVELS				
Fine	4.75	#4	19	0.75" ×
Coarse	19	0.75" ×	75	3" ×
COBBLES	75	3" ×	300	12" ×
BOULDERS	300	12" ×	900	36" ×

◆U.S. Standard ×Clear Square Openings



Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 / 25 / 50)
0	3.5" Asphalt Concrete					
	0.3					
	8.5" Aggregate Base					
	1.0					
	FILL: Medium Dense Black Brown CLAYEY SAND (SC-Moist) with Trace Gravel	S-1	2.5	NT	NT	
	4.0					
5	Medium Dense Brown CLAYEY SAND (SC-Moist)	RS-2	6.0	14.8	99.2	
10						
	11.5	S-3	11.5	NT	NT	
	End of Boring					

Boring Date: **11-15-22**
Field Engineer/Technician: **R Bainum**
Driller: **O. Mariscal**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B- 1**

Chandler Airport Hangar Pavement

2380 South Stinson Way

Chandler, Arizona

Project No.: **222006SA**

_SPEEDIE 222006SA.GPJ GENGEO.GDT 12/20/22

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification	Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 / 25 / 50)
0	3.5" Asphalt Concrete					
0.3	Medium Dense Brown CLAYEY SAND (SC-Moist) with Trace Gravel	RS-1	2.0	18.0	105.2	
5	Loose, No Gravel	BS-2	5.0	NT	NT	
		S-3	6.5	NT	NT	
7.5	Firm Brown SANDY SILT (ML-Dry to Moist)					
10						
11.5	End of Boring	S-4	11.5	NT	NT	

Boring Date: **11-15-22**
Field Engineer/Technician: **R Bainum**
Driller: **O. Mariscal**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B- 2**

Chandler Airport Hangar Pavement

2380 South Stinson Way

Chandler, Arizona

Project No.: **222006SA**

_SPEEDIE 222006SA.GPJ GENGEO.GDT 12/20/22

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification		Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 / 25 / 50)
0	2.25" Asphalt Concrete	0.2					
	6" Aggregate Base	0.7					
	Stiff Brown SANDY LEAN CLAY (CL-Wet) with Trace Gravel		S-1	2.5	NT	NT	
5		5.0	BS-2	5.0	NT	NT	
	Loose Brown CLAYEY SAND (SC-Moist)		S-3	6.5	NT	NT	
10		10.0					
	Firm Brown SANDY SILTY CLAY (CL/ML-Dry to Moist) with Trace Gravel		RS-4	11.0	21.8	96.8	
	End of Boring	11.0					

Boring Date: **11-15-22**
Field Engineer/Technician: **R Bainum**
Driller: **O. Mariscal**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B- 3**

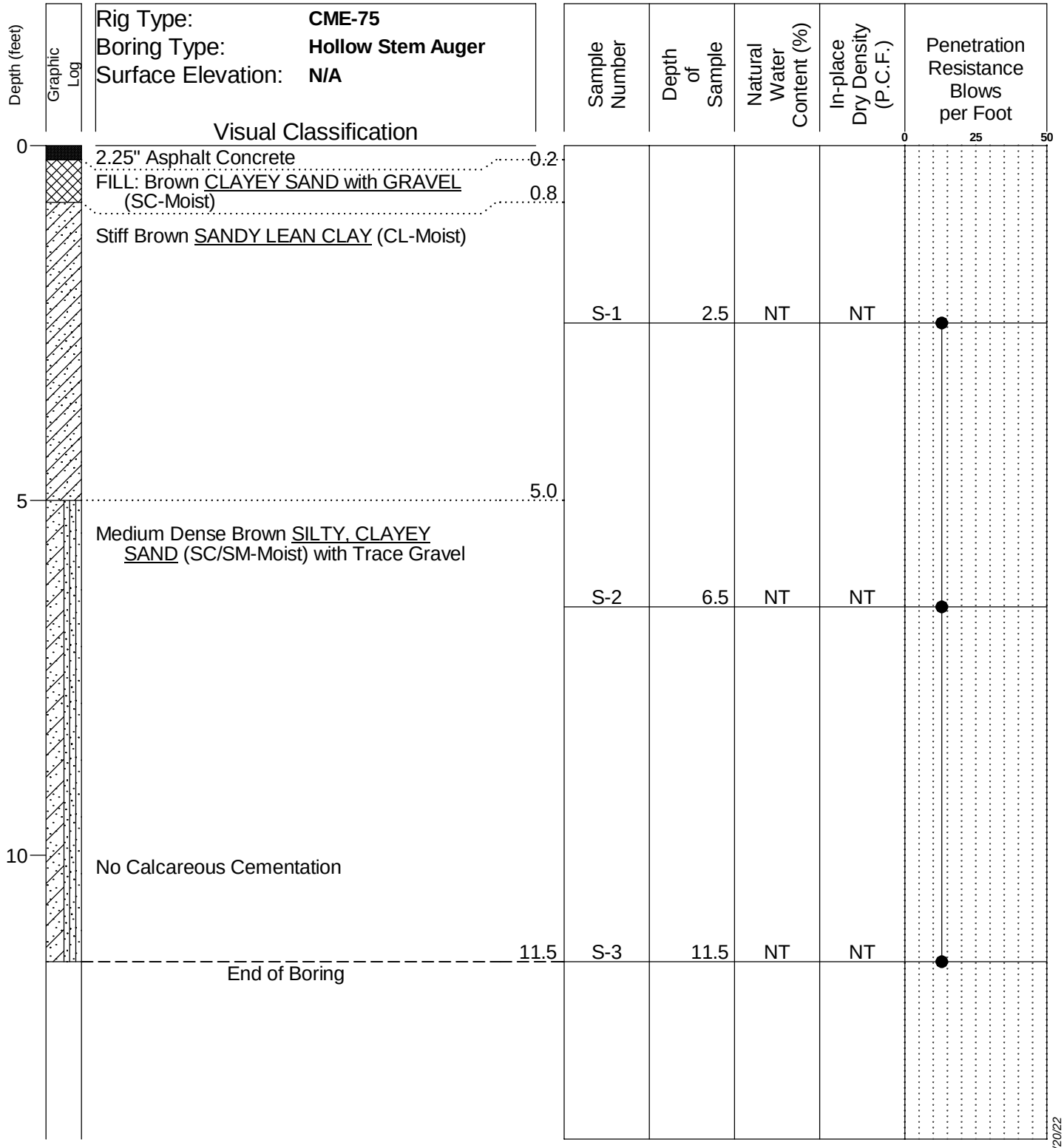
Chandler Airport Hangar Pavement

2380 South Stinson Way

Chandler, Arizona

Project No.: **222006SA**

_SPEEDIE 222006SA.GPJ GENGEO.GDT 12/20/22



Boring Date: **11-15-22**
Field Engineer/Technician: **R Bainum**
Driller: **O. Mariscal**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B- 4**

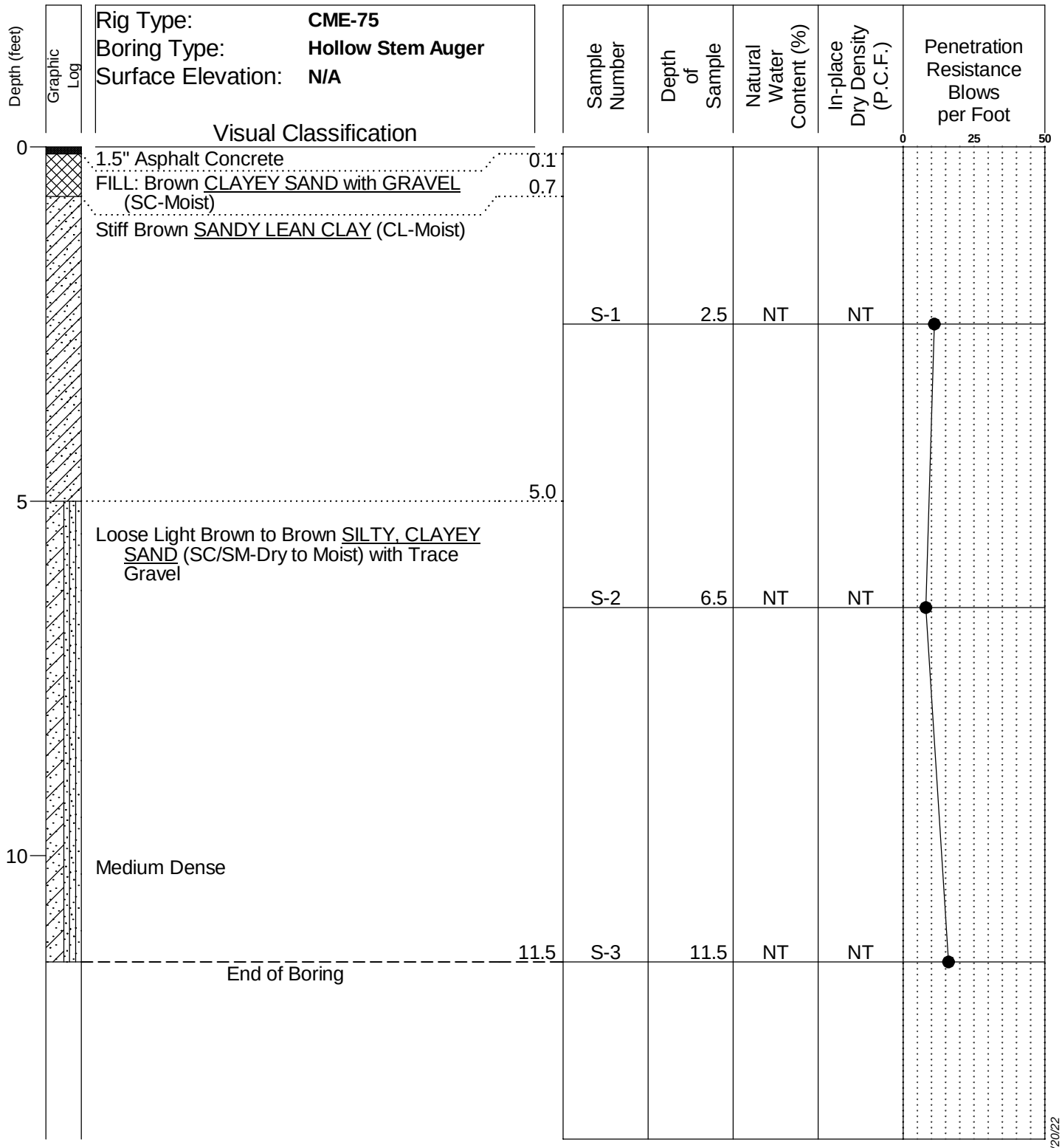
Chandler Airport Hangar Pavement

2380 South Stinson Way

Chandler, Arizona

Project No.: **222006SA**

_SPEEDIE 222006SA.GPJ GENGEO.GDT 12/20/22



Boring Date: **11-15-22**
Field Engineer/Technician: **R Bainum**
Driller: **O. Mariscal**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B- 5**

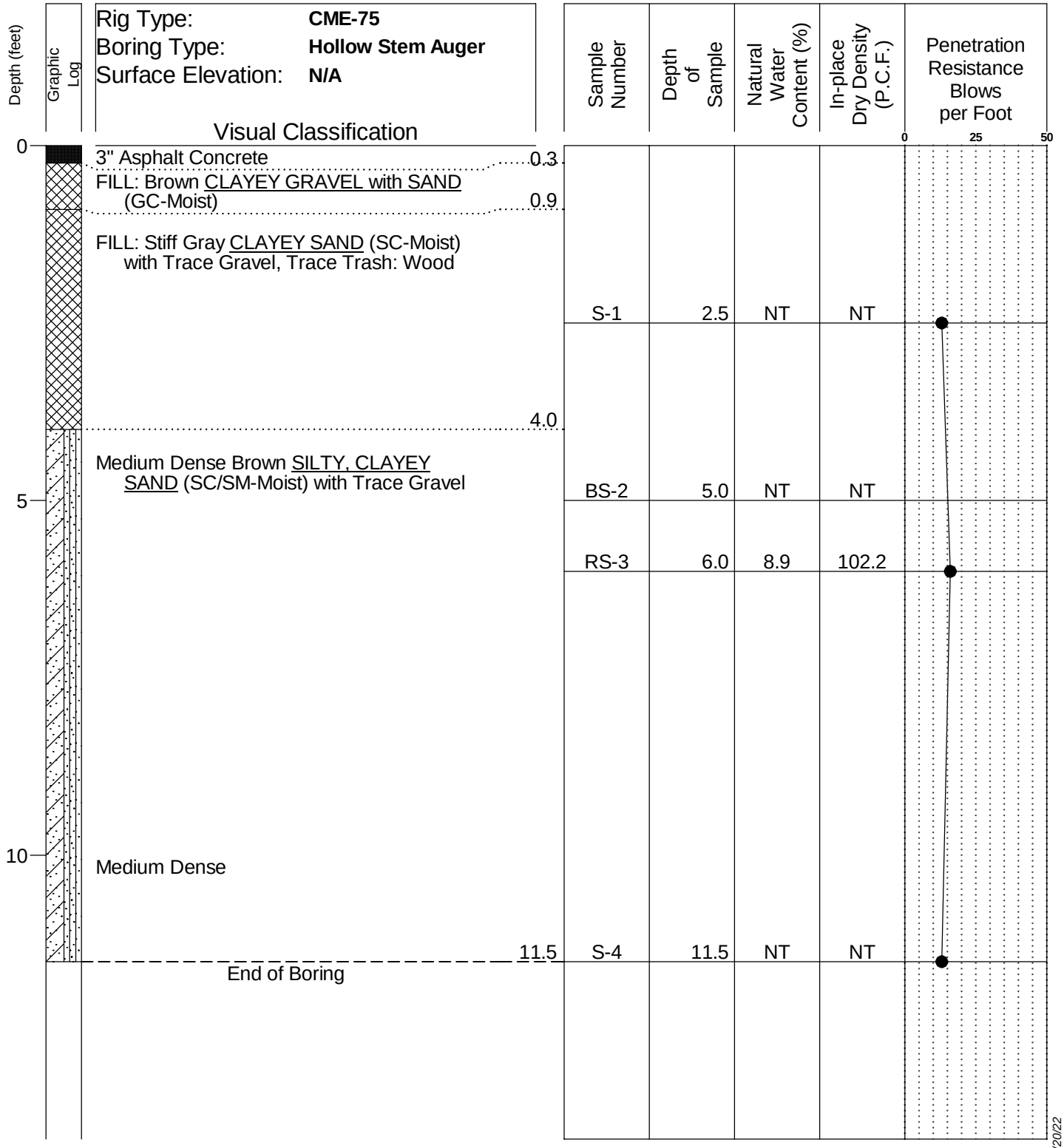
Chandler Airport Hangar Pavement

2380 South Stinson Way

Chandler, Arizona

Project No.: **222006SA**

_SPEEDIE 222006SA.GPJ GENGEO.GDT 12/20/22



Boring Date: **11-15-22**
Field Engineer/Technician: **R Bainum**
Driller: **O. Mariscal**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B- 6**

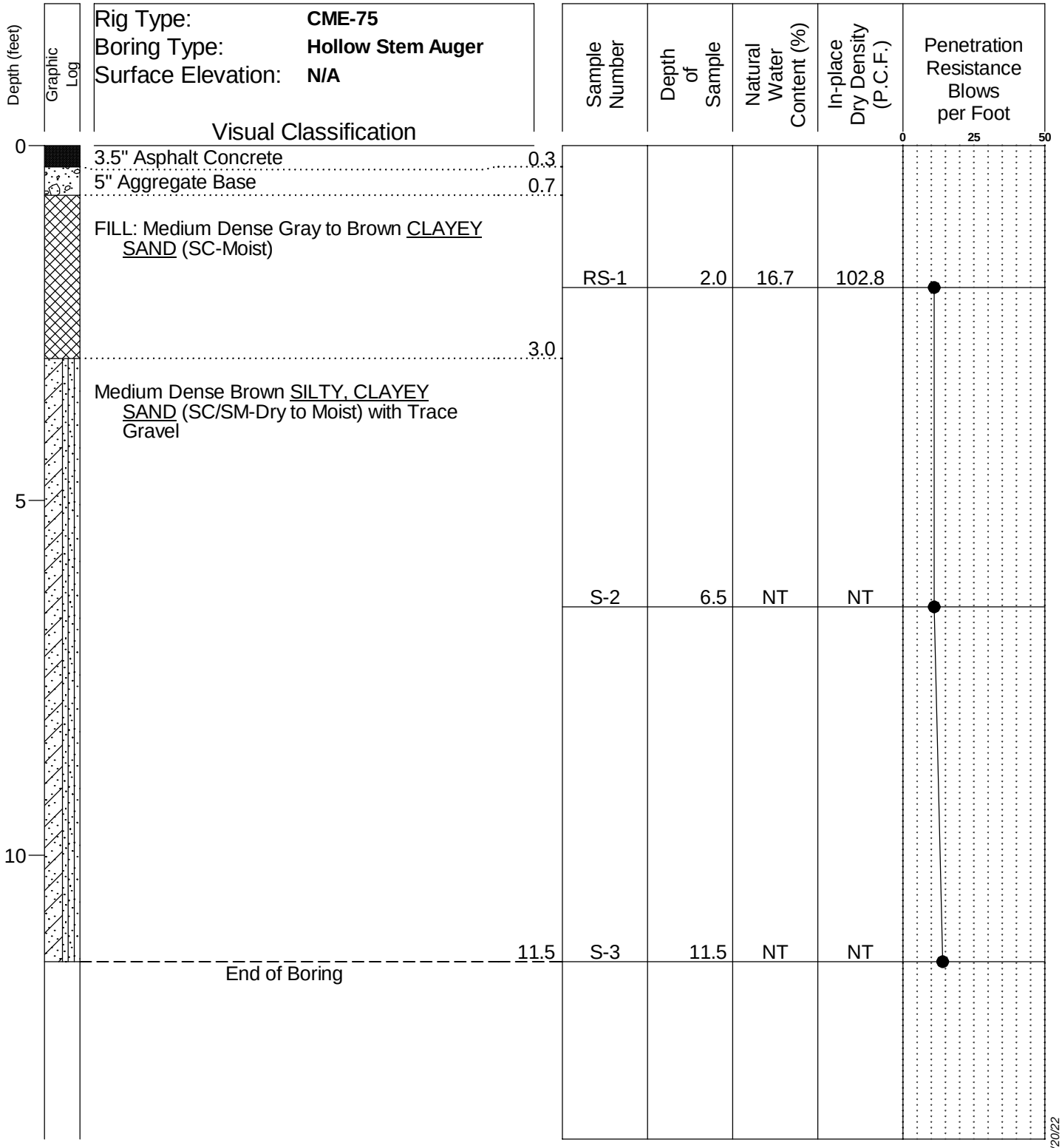
Chandler Airport Hangar Pavement

2380 South Stinson Way

Chandler, Arizona

Project No.: **222006SA**

_SPEEDIE 222006SA.GPJ GENGEO.GDT 12/20/22



Boring Date: **11-15-22**
Field Engineer/Technician: **R Bainum**
Driller: **O. Mariscal**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B- 7**

Chandler Airport Hangar Pavement

2380 South Stinson Way

Chandler, Arizona

Project No.: **222006SA**

_SPEEDIE 222006SA.GPJ GENGEO.GDT 12/20/22

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification		Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 / 25 / 50)
0	3" Asphalt Concrete	0.3					
	7" Aggregate Base	0.8					
	Medium Dense Brown CLAYEY SAND (SC-Moist)		S-1	2.5	NT	NT	
5		5.0					
	Medium Dense Brown SANDY LEAN CLAY (CL-Dry to Moist) with Trace Weak Calcareous Cementation		S-2	6.5	NT	NT	
10		10.0					
	Medium Dense Brown POORLY GRADED (FINE) SAND (SP-Dry to Moist)	11.0					
	Very Stiff Brown SANDY LEAN CLAY (CL-Dry to Moist) with Trace Weak Calcareous Cementation	11.5	S-3	11.5	NT	NT	
	End of Boring						

Boring Date: **11-15-22**
Field Engineer/Technician: **R Bainum**
Driller: **O. Mariscal**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B- 8**

Chandler Airport Hangar Pavement

2380 South Stinson Way

Chandler, Arizona

Project No.: **222006SA**

_SPEEDIE 222006SA.GPJ GENGEO.GDT 12/20/22

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification		Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 – 25 – 50)
0	3.5" Asphalt Concrete	0.3					
	8" Aggregate Base	0.9					
	Medium Dense Light Brown to Brown CLAYEY SAND (SC-Moist)		RS-1	2.0	15.2	105.7	
5		5.0	BS-2	5.0	NT	NT	
	Stiff Light Brown to Brown SANDY LEAN CLAY (CL-Moist)		S-3	6.5	NT	NT	
10		10.0					
	Medium Dense Brown POORLY GRADED (FINE) SAND (SP-Dry to Moist)	11.0					
	Very Stiff Brown SANDY LEAN CLAY (CL-Dry to Moist) with Weak Calcareous Cementation	11.5	S-4	11.5	NT	NT	
	End of Boring						

Boring Date: **11-15-22**
Field Engineer/Technician: **R Bainum**
Driller: **O. Mariscal**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B- 9**

Chandler Airport Hangar Pavement

2380 South Stinson Way

Chandler, Arizona

Project No.: **222006SA**

_SPEEDIE 222006SA.GPJ GENGEO.GDT 12/20/22

Rig Type: **CME-75**
Boring Type: **Hollow Stem Auger**
Surface Elevation: **N/A**

Depth (feet)	Visual Classification		Sample Number	Depth of Sample	Natural Water Content (%)	In-place Dry Density (P.C.F.)	Penetration Resistance Blows per Foot (0 / 25 / 50)
0	4" Asphalt Concrete	0.3					
	8" Aggregate Base	1.0					
	FILL: Medium Dense Gray to Brown CLAYEY SAND (SC-Moist) with Trace Organic Trash, Slight Trash Odor		S-1	2.5	NT	NT	
		3.0					
5	Stiff Brown SANDY LEAN CLAY (CL-Dry to Moist)		RS-2	6.0	15.3	94.9	
		9.5					
10	Medium Dense Brown POORLY GRADED (FINE) SAND (SP-Dry to Moist)						
		11.5	S-3	11.5	NT	NT	
	End of Boring						

Boring Date: **11-15-22**
Field Engineer/Technician: **R Bainum**
Driller: **O. Mariscal**
Contractor: **Resilient Drilling**

Water Level

Depth	Hour	Date
Free Water was Not Encountered		

NT = Not Tested

SPEEDIE AND ASSOCIATES

Log of Test Boring Number: **B-10**

Chandler Airport Hangar Pavement

2380 South Stinson Way

Chandler, Arizona

Project No.: **222006SA**

_SPEEDIE 222006SA.GPJ GENGEO.GDT 12/20/22

TABULATION OF TEST DATA

SOIL BORING or TEST PIT NUMBER	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE INTERVAL (ft)	NATURAL WATER CONTENT (Percent of Dry Weight)	IN-PLACE DRY DENSITY (Pounds Per Cubic Foot)	PARTICLE SIZE DISTRIBUTION (Percent Finer)					ATTERBERG LIMITS			UNIFIED SOIL CLASSIFICATION	SPECIMEN DESCRIPTION
						#200 SIEVE	#40 SIEVE	#10 SIEVE	#4 SIEVE	3" SIEVE	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX		
B- 1	RS-2	RING	5.0 - 6.0	14.8	99.2	43.2	93	99	100	100	33	20	13	SC	CLAYEY SAND
B- 2	RS-1	RING	1.0 - 2.0	18.0	105.2	49.6	90	97	99	100	35	17	18	SC	CLAYEY SAND
B- 3	RS-4	RING	10.0 - 11.0	21.8	96.8	52.3	92	98	99	100	23	18	5	CL-ML	SANDY SILTY CLAY
B- 4	S-1	SS	1.0 - 2.5	NT	NT	58.8	95	99	100	100	31	17	14	CL	SANDY LEAN CLAY
B- 6	BS-2	BULK	1.1 - 5.0	NT	NT	48.8	86	94	96	100	37	17	20	SC	CLAYEY SAND
B- 6	RS-3	RING	5.0 - 6.0	8.9	102.2	25.6	85	94	94	100	22	18	4	SC-SM	SILTY, CLAYEY SAND
B- 7	RS-1	RING	1.0 - 2.0	16.7	102.8	49.6	94	99	100	100	24	15	9	SC	CLAYEY SAND
B- 9	RS-1	RING	1.0 - 2.0	15.2	105.7	49.9	94	99	100	100	30	17	13	SC	CLAYEY SAND
B-10	RS-2	RING	5.0 - 6.0	15.3	94.9	56.6	93	98	100	100	40	21	19	CL	SANDY LEAN CLAY
COMP	BS-1	BULK	1.0 - 5.0	NT	NT	53.9	90	96	98	100	27	15	12	CL	SANDY LEAN CLAY

Sieve analysis results do not include material greater than 3". Refer to the actual boring logs for the possibility of cobble and boulder sized materials.

NT=Not Tested

Chandler Airport Hangar Pavement
2380 South Stinson Way
Chandler, Arizona
Project No. 222006SA

SPEEDIE AND ASSOCIATES

TABULATION OF TEST DATA 222006SA.GPJ GENGEO.GDT 12/20/22

MOISTURE-DENSITY RELATIONS

PROJECT: Chandler Airport Hangar Pavement **PROJECT NO.: 222006SA**

LOCATION: 2380 South Stinson Way **DATE: 11/15/22**

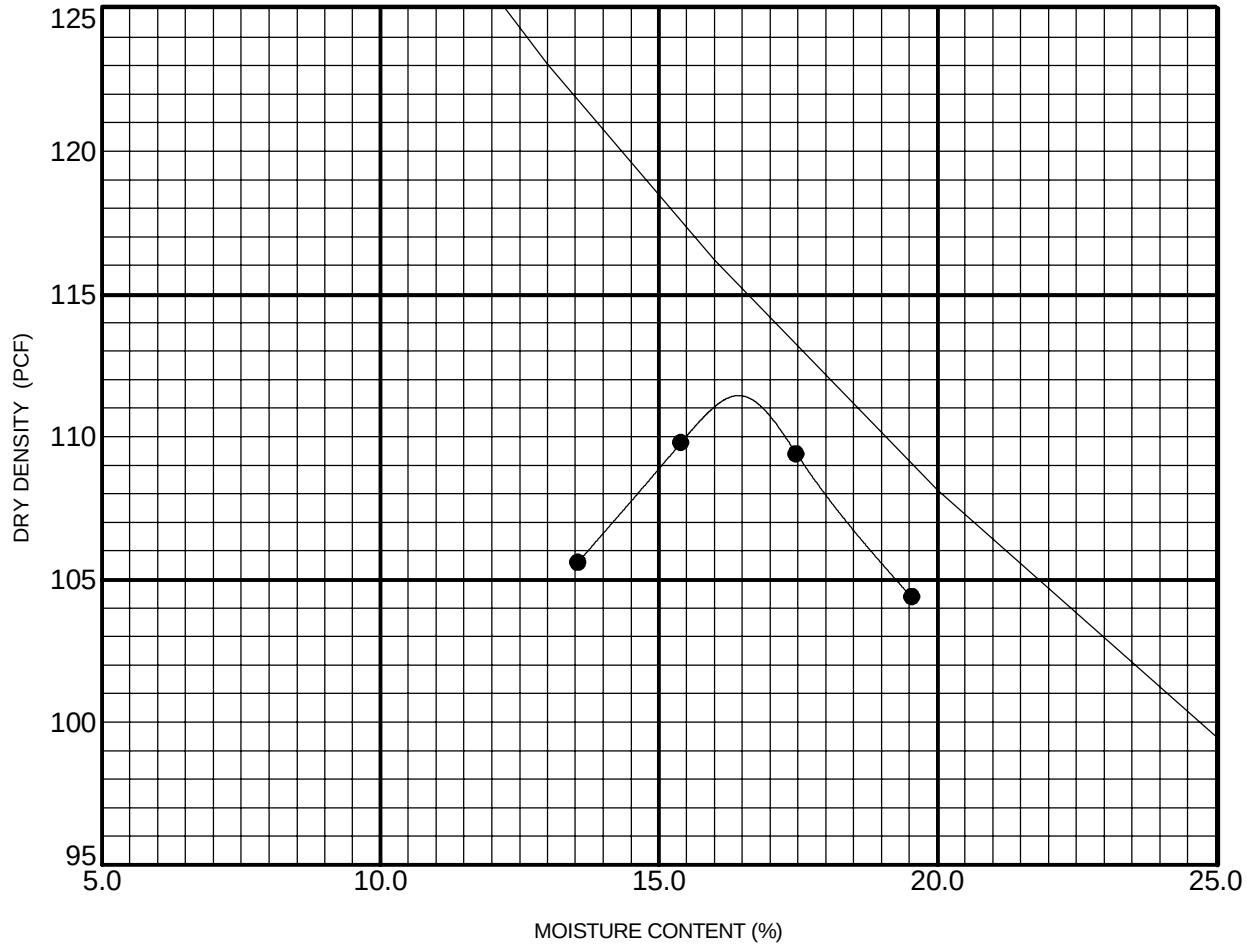
BORING NO.: B- 6 **SAMPLE NO.: BS-1** **SAMPLE DEPTH: 1.1 to 5.0** **LABORATORY NO.:**

METHOD OF COMPACTION: D698A

LIQUID LIMIT: 37 **PLASTIC LIMIT:** 17 **PLASTICITY INDEX:** 20

CLASSIFICATION: SC **ASTM SOIL DESCRIPTION:** CLAYEY SAND

MAXIMUM DRY DENSITY: **111.5 PCF** OPTIMUM MOISTURE CONTENT: **16.4%**



SPEEDIE AND ASSOCIATES

GEOTECH PROCTOR 222006SA.GPJ 12/20/22

MOISTURE-DENSITY RELATIONS

PROJECT: Chandler Airport Hangar Pavement **PROJECT NO.: 222006SA**

LOCATION: 2380 South Stinson Way **DATE: 11/15/22**

BORING NO.: COMP **SAMPLE NO.: BS-1** **SAMPLE DEPTH: 1 to 5** **LABORATORY NO.:**

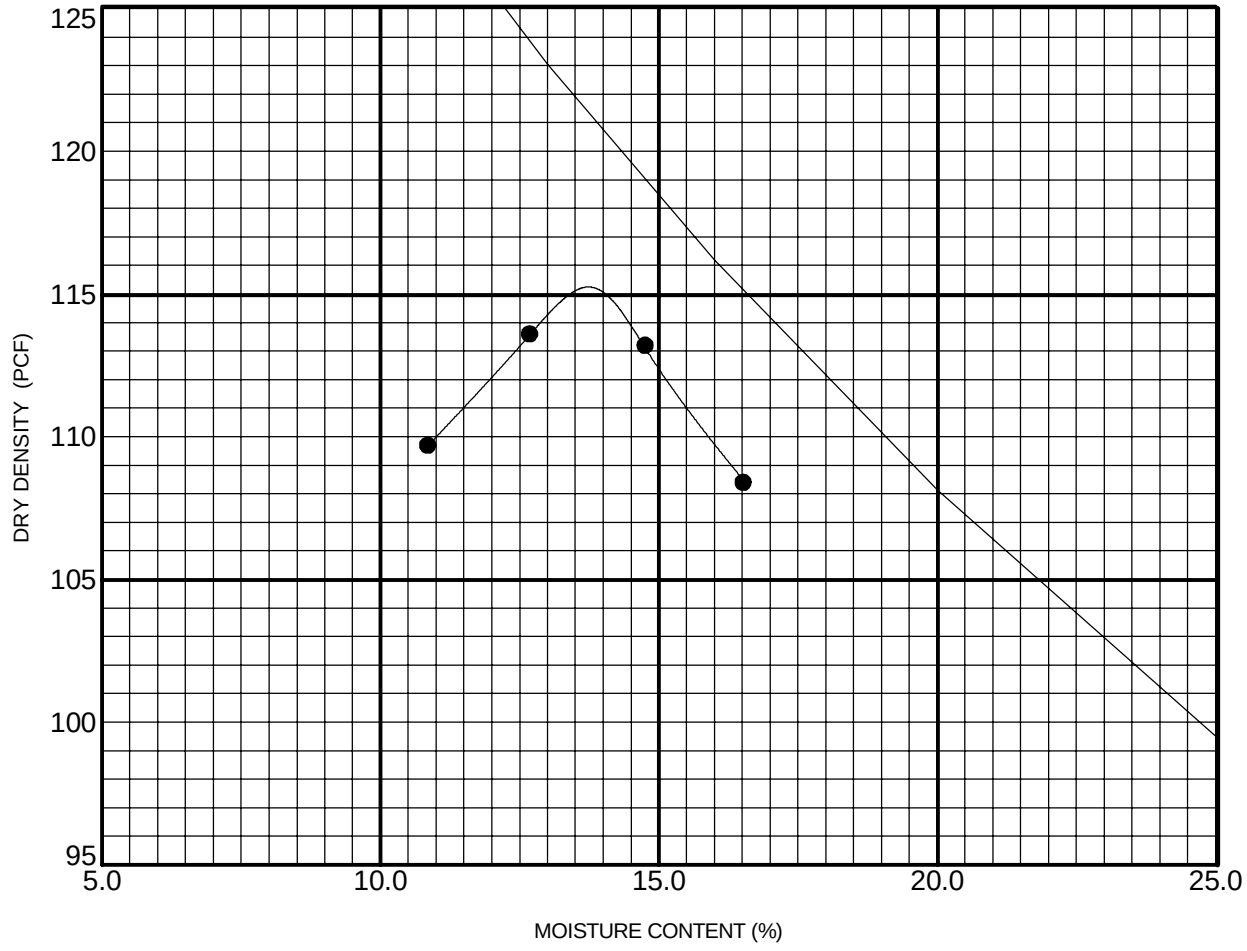
METHOD OF COMPACTION: **D698A**

LIQUID LIMIT: **27** **PLASTIC LIMIT:** **15** **PLASTICITY INDEX:** **13**

CLASSIFICATION: **CL** **ASTM SOIL DESCRIPTION:** **SANDY LEAN CLAY**

MAXIMUM DRY DENSITY: **115.2 PCF**

OPTIMUM MOISTURE CONTENT: **13.7%**



SPEEDIE AND ASSOCIATES

GEOTECH PROCTOR 222006SA.GPJ 12/20/22

SWELL TEST DATA

BORING or TEST PIT No.	SAMPLE DEPTH, ft	MAXIMUM DRY DENSITY (pcf)	OPTIMUM MOISTURE CONTENT (%)	REMOLDED DRY DENSITY (pcf)	INITIAL MOISTURE CONTENT (%)	PERCENT COMPACTION	FINAL MOISTURE CONTENT (%)	CONFINING LOAD (psf)	TOTAL SWELL (%)
B- 6, BS-2	5.0	111.5	16.4	106.4	14.1	95.5	21.4	100	2.6
COMP, BS-1	5.0	115.2	13.7	109.2	12.1	94.8	19.5	100	2.0

Chandler Airport Hangar Pavement
2380 South Stinson Way
Chandler, Arizona
Project No. 222006SA

SPEEDIE AND ASSOCIATES

SWELL TEST 222006SA.GPJ GENGEO.GDT 12/20/22

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers
3331 E. WOOD ST., PHOENIX, AZ 85040 ■ O: 602-997-6391 F: 602-943-5508

C.B.R. (AASHTO T-193)

CLIENT: **Dibble Engineering**
Ryan Toner
7878 North 16th Street, Suite 300
Phoenix, AZ 85020

PROJECT NO: **222006SA**
LAB NO: **FNH72**
DATE: **12/19/2022**

PROJECT: **Chandler Airport Hangar Area Pavement**
LOCATION: **2380 South Stinson Way**
SAMPLE ID: **COMP BS-2 @ 1'**

PENETRATION (inches)	10 BLOWS Load (lbs.)	10 BLOWS STRESS (psi)	30 BLOWS Load (lbs.)	30 BLOWS STRESS (psi)	65 BLOWS Load (lbs.)	65 BLOWS STRESS (psi)
0.000	0	0.0	0	0.0	0	0.0
0.025	16	5.4	52	17.4	45	15.0
0.050	30	10.1	84	28.1	88	29.4
0.075	42	14.0	107	35.7	124	41.2
0.100	51	17.0	125	41.6	152	50.5
0.125	60	19.8	138	45.9	173	57.8
0.150	67	22.4	149	49.7	191	63.7
0.175	74	24.5	164	54.7	208	69.2
0.200	79	26.3	175	58.3	223	74.5
0.300	97	32.3	206	68.7	268	89.5
0.400	107	35.7	227	75.6	304	101.3
0.500	115	38.3	244	81.2	338	112.8

	DD - BT	DD - AT	% MOIST. BT	% MOIST. AT	TOP 1" % MOIST.	AVE % MOIST - AS	% SWELL	CORR. C.B.R.
10 BL.	103.0	101.6	13.3	19.9	22.6	21.2	1.0	1.8
30 BL.	112.3	109.7	12.4	18.3	18.1	18.2	0.8	4.2
65 BL.	115.5	112.9	13.2	17.1	19.0	18.0	0.8	5.1

MAXIMUM DRY DENSITY (ASTM D698) = 115.2 pcf
OPTIMUM MOISTURE CONTENT = 13.7 %

CORRECTED FINAL C.B.R. @ 100 % COMPACTION = 4.5

CORRECTED FINAL C.B.R. @ 95 % COMPACTION = 2.5

Laboratory test results reported herein apply only to the specific sample on which the test was run. SA warrants that this work was performed under the appropriate standard of care, including the skill and judgement that is reasonably expected from similarly situated professionals. No other warranty, guaranty, or representation, either express or implied is included or intended.

Reviewed by *B. Wong*

SPEEDIE AND ASSOCIATES
Geotechnical • Environmental • Materials Engineers
A UES Company

APPENDIX B

FAARFIELD CALCULATIONS

Federal Aviation Administration FAARFIELD 2.0 Section Report

FAARFIELD 2.0.18 (Build 05/26/2022)

Job Name: 222006SA Chandler Hangar Pavement Rehab

Section: AC Section 1

Analysis Type: HMA on Aggregate

Last Run: Life/Compaction Analysis 2023-02-14 15:10:53

Calculated Life = 20.0 Years

Total thickness to the top of the subgrade = 12.8in.

Pavement Structure Information by Layer

No.	Type	Thickness (in.)	Modulus (psi)	Poisson's Ratio	Strength R (psi)
1	P-401/P-403 HMA Surface	3.0	200,000	0.35	0
2	P-208 Crushed Aggregate	9.8	23,665	0.35	0
3	Subgrade	0	6,000	0.35	0

Airplane Information

No.	Name	Gross Wt. (lbs)	Annual Departures	% Annual Growth
1	Cessna 172 Skyhawk	3,100	23,802	1.79
2	PA-28R-200 Cherokee Arrow	3,000	30,813	1.79
3	PA-46-350P Malibu Mirage	3,800	1,615	1.79
4	Beechcraft Baron 55	5,500	169	1.79
5	Beechcraft King Air C90	9,300	169	1.79
6	Learjet 35/36/35A/36A	15,000	294	1.79
7	S-5	6,000	79	1.79
8	Cessna Citation VI/VII	20,200	365	1.79

Additional Airplane Information

Subgrade CDF

No.	Name	CDF Contribution	CDF Max for Airplane	P/C Ratio
1	Cessna 172 Skyhawk	0.00	0.00	4.5
2	PA-28R-200 Cherokee Arrow	0.00	0.00	4.52
3	PA-46-350P Malibu Mirage	0.00	0.00	4.28
4	Beechcraft Baron 55	0.00	0.00	4.11
5	Beechcraft King Air C90	0.00	0.00	3.74
6	Learjet 35/36/35A/36A	0.00	0.00	2.7
7	S-5	0.00	0.00	4.13
8	Cessna Citation VI/VII	1.00	1.00	2.87

HMA CDF

No.	Name	CDF Contribution	CDF Max for Airplane	P/C Ratio
1	Cessna 172 Skyhawk	0.01	0.01	10.39
2	PA-28R-200 Cherokee Arrow	0.01	0.02	10.46
3	PA-46-350P Malibu Mirage	0.00	0.00	9.24
4	Beechcraft Baron 55	0.00	0.00	8.48
5	Beechcraft King Air C90	0.00	0.00	7.00
6	Learjet 35/36/35A/36A	0.02	0.02	5.23
7	S-5	0.00	0.00	8.48
8	Cessna Citation VI/VII	0.09	0.10	4.81

Subgrade Compaction Requirements

NonCohesive Soil

Percent Maximum Dry Density(%)	Depth of compaction from pavement surface (in.)	Depth of compaction from top of subgrade (in.)	Critical Airplane for Compaction
100	0 - 9	--	Cessna Citation VI/VII
95	9 - 17	0 - 4	Cessna Citation VI/VII
90	17 - 26	4 - 13	Cessna Citation VI/VII
85	26 - 38	13 - 25	Cessna Citation VI/VII

Cohesive Soil

Percent Maximum Dry Density(%)	Depth of compaction from pavement surface (in.)	Depth of compaction from top of subgrade (in.)	Critical Airplane for Compaction
95	0 - 8	--	Cessna Citation VI/VII
90	8 - 14	0 - 1	Cessna Citation VI/VII
85	14 - 19	1 - 6	Cessna Citation VI/VII
80	19 - 26	6 - 13	Cessna Citation VI/VII

Subgrade Compaction Notes:

1. Noncohesive soils, for the purpose of determining compaction control, are those with a plasticity index (PI) less than 3.

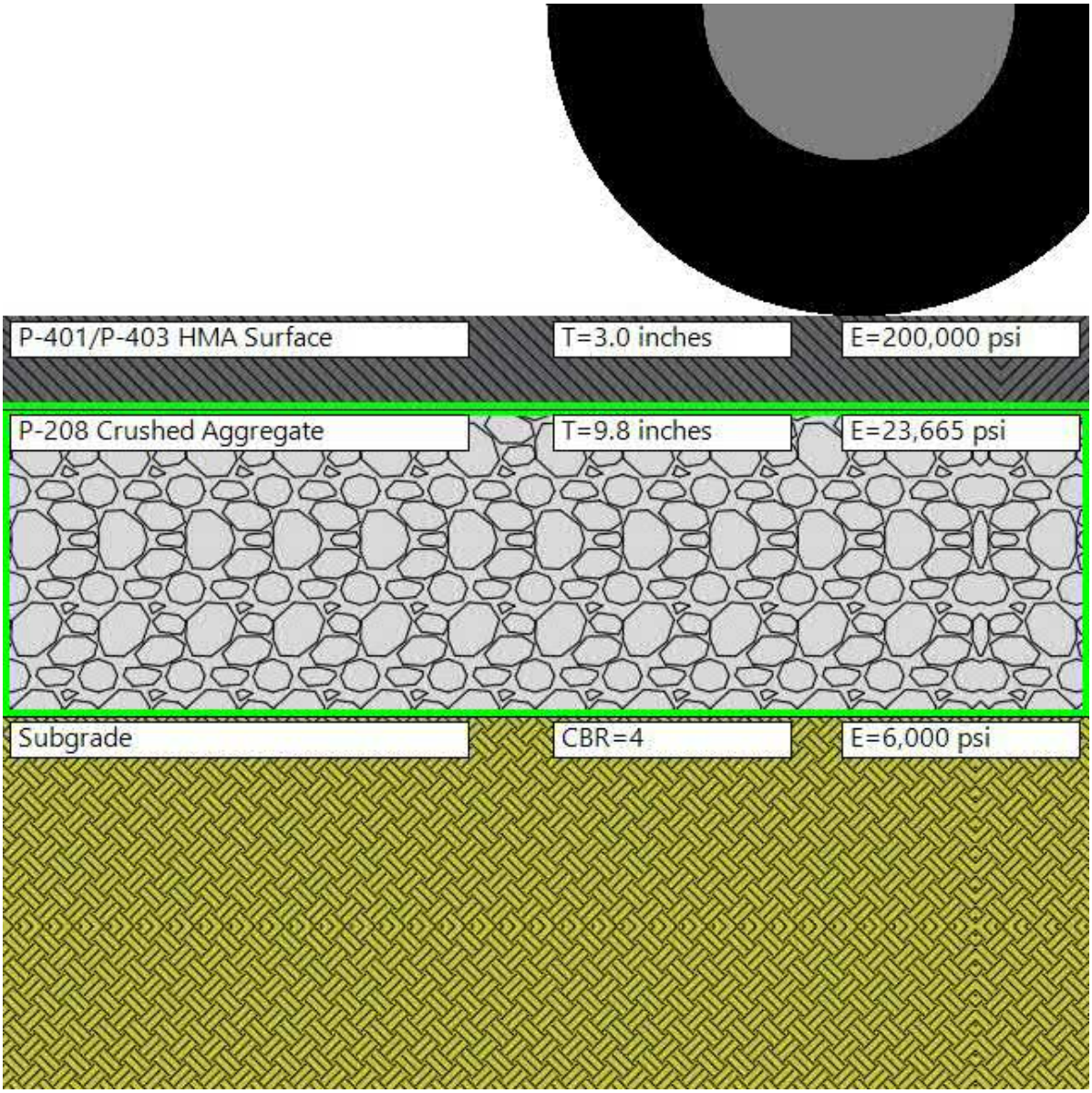
2. Tabulated values indicate depth ranges within which densities should equal or exceed the indicated percentage of the maximum dry density as specified in item P-152.

3. Maximum dry density is determined using ASTM Method D 698.

4. The subgrade in cut areas should have natural densities shown or should (a) be compacted from the surface to achieve the required densities, (b) be removed and replaced at the densities shown, or (c) when economics and grades permit, be covered with sufficient select or subbase material so that the uncompacted subgrade is at a depth where the in-place densities are satisfactory.

5. For swelling soils refer to AC 150/5320-6F paragraph 3.10.

User Is responsible For checking frost protection requirements.


P-401/P-403 HMA Surface
T=3.0 inches
E=200,000 psi
P-208 Crushed Aggregate
T=9.8 inches
E=23,665 psi
Subgrade
CBR=4
E=6,000 psi

Federal Aviation Administration FAARFIELD 2.0 Section Report

FAARFIELD 2.0.18 (Build 05/26/2022)

Job Name: 222006SA Chandler Hangar Pavement Rehab

Section: AC Section 1

Analysis Type: HMA on Aggregate

Last Run: Life/Compaction Analysis 2023-02-14 15:11:36

Calculated Life = 20.0 Years

Total thickness to the top of the subgrade = 12.0in.

Pavement Structure Information by Layer

No.	Type	Thickness (in.)	Modulus (psi)	Poisson's Ratio	Strength R (psi)
1	P-401/P-403 HMA Surface	4.0	200,000	0.35	0
2	P-208 Crushed Aggregate	8.0	22,077	0.35	0
3	Subgrade	0	6,000	0.35	0

Airplane Information

No.	Name	Gross Wt. (lbs)	Annual Departures	% Annual Growth
1	Cessna 172 Skyhawk	3,100	23,802	1.79
2	PA-28R-200 Cherokee Arrow	3,000	30,813	1.79
3	PA-46-350P Malibu Mirage	3,800	1,615	1.79
4	Beechcraft Baron 55	5,500	169	1.79
5	Beechcraft King Air C90	9,300	169	1.79
6	Learjet 35/36/35A/36A	15,000	294	1.79
7	S-5	6,000	79	1.79
8	Cessna Citation VI/VII	20,200	365	1.79

Additional Airplane Information

Subgrade CDF

No.	Name	CDF Contribution	CDF Max for Airplane	P/C Ratio
1	Cessna 172 Skyhawk	0.00	0.00	4.73
2	PA-28R-200 Cherokee Arrow	0.00	0.00	4.74
3	PA-46-350P Malibu Mirage	0.00	0.00	4.48
4	Beechcraft Baron 55	0.00	0.00	4.29
5	Beechcraft King Air C90	0.00	0.00	3.89
6	Learjet 35/36/35A/36A	0.00	0.00	2.78
7	S-5	0.00	0.00	4.32
8	Cessna Citation VI/VII	1.00	1.00	2.95

HMA CDF

No.	Name	CDF Contribution	CDF Max for Airplane	P/C Ratio
1	Cessna 172 Skyhawk	0.00	0.00	9.16
2	PA-28R-200 Cherokee Arrow	0.01	0.01	9.21
3	PA-46-350P Malibu Mirage	0.00	0.00	8.26
4	Beechcraft Baron 55	0.00	0.00	7.64
5	Beechcraft King Air C90	0.00	0.00	6.42
6	Learjet 35/36/35A/36A	0.01	0.01	4.61
7	S-5	0.00	0.00	7.65
8	Cessna Citation VI/VII	0.06	0.06	4.28

Subgrade Compaction Requirements

NonCohesive Soil

Percent Maximum Dry Density(%)	Depth of compaction from pavement surface (in.)	Depth of compaction from top of subgrade (in.)	Critical Airplane for Compaction
100	0 - 8	--	Cessna Citation VI/VII
95	8 - 16	0 - 4	Cessna Citation VI/VII
90	16 - 26	4 - 14	Cessna Citation VI/VII
85	26 - 38	14 - 26	Cessna Citation VI/VII

Cohesive Soil

Percent Maximum Dry Density(%)	Depth of compaction from pavement surface (in.)	Depth of compaction from top of subgrade (in.)	Critical Airplane for Compaction
95	0 - 7	--	Cessna Citation VI/VII
90	7 - 13	0 - 1	Cessna Citation VI/VII
85	13 - 19	1 - 7	Cessna Citation VI/VII
80	19 - 25	7 - 13	Cessna Citation VI/VII

Subgrade Compaction Notes:

1. Noncohesive soils, for the purpose of determining compaction control, are those with a plasticity index (PI) less than 3.

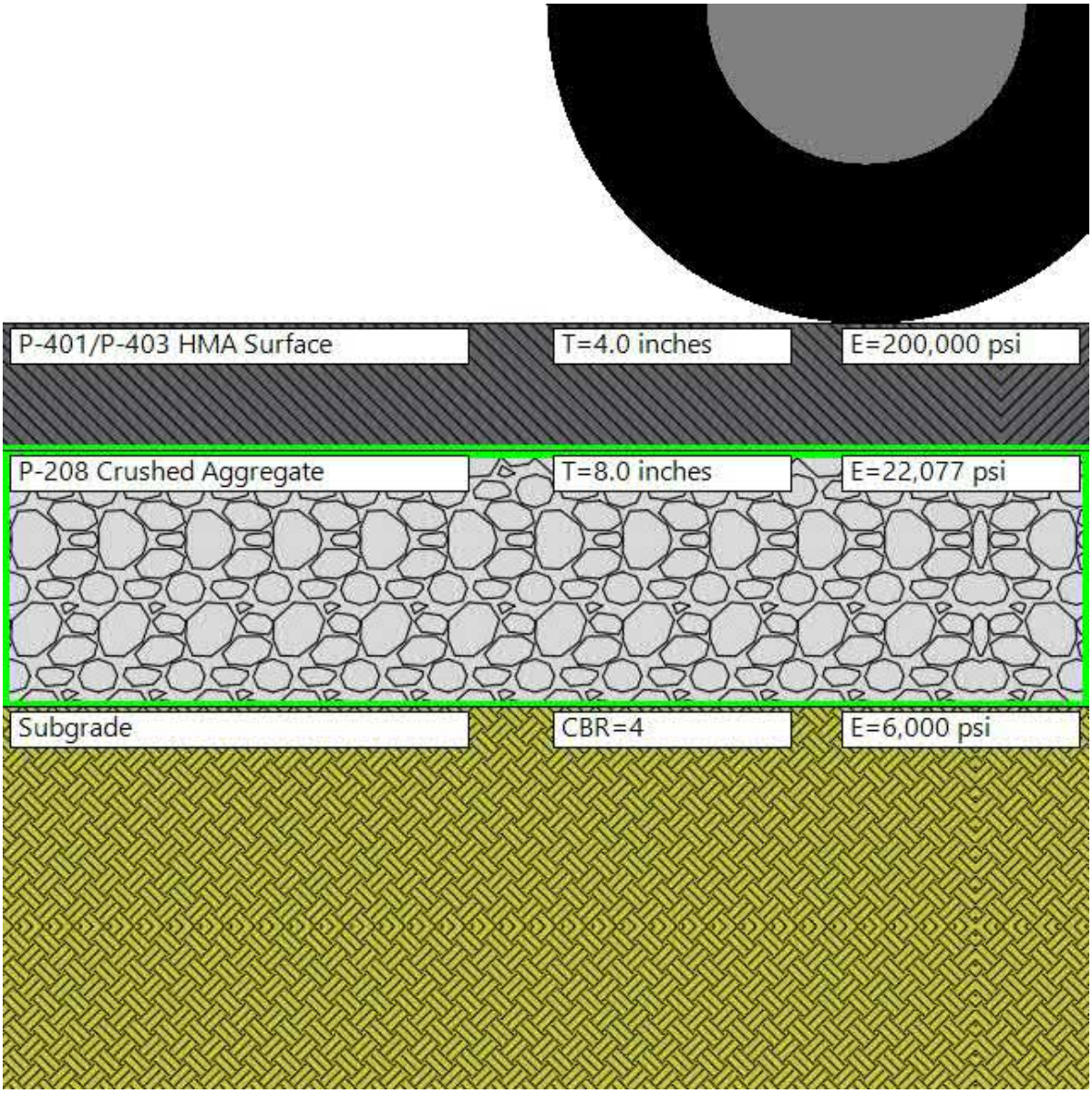
2. Tabulated values indicate depth ranges within which densities should equal or exceed the indicated percentage of the maximum dry density as specified in item P-152.

3. Maximum dry density is determined using ASTM Method D 698.

4. The subgrade in cut areas should have natural densities shown or should (a) be compacted from the surface to achieve the required densities, (b) be removed and replaced at the densities shown, or (c) when economics and grades permit, be covered with sufficient select or subbase material so that the uncompacted subgrade is at a depth where the in-place densities are satisfactory.

5. For swelling soils refer to AC 150/5320-6F paragraph 3.10.

User Is responsible For checking frost protection requirements.


P-401/P-403 HMA Surface
T=4.0 inches
E=200,000 psi
P-208 Crushed Aggregate
T=8.0 inches
E=22,077 psi
Subgrade
CBR=4
E=6,000 psi

Federal Aviation Administration FAARFIELD 2.0 Section Report

FAARFIELD 2.0.18 (Build 05/26/2022)

Job Name: 222006SA Chandler Hangar Pavement Rehab

Section: AC Section 1

Analysis Type: HMA on Aggregate

Last Run: Life/Compaction Analysis 2023-02-14 15:12:21

Calculated Life = 21.7 Years

Total thickness to the top of the subgrade = 11.0in.

Pavement Structure Information by Layer

No.	Type	Thickness (in.)	Modulus (psi)	Poisson's Ratio	Strength R (psi)
1	P-401/P-403 HMA Surface	5.0	200,000	0.35	0
2	P-208 Crushed Aggregate	6.0	19,837	0.35	0
3	Subgrade	0	6,000	0.35	0

Airplane Information

No.	Name	Gross Wt. (lbs)	Annual Departures	% Annual Growth
1	Cessna 172 Skyhawk	3,100	23,802	1.79
2	PA-28R-200 Cherokee Arrow	3,000	30,813	1.79
3	PA-46-350P Malibu Mirage	3,800	1,615	1.79
4	Beechcraft Baron 55	5,500	169	1.79
5	Beechcraft King Air C90	9,300	169	1.79
6	Learjet 35/36/35A/36A	15,000	294	1.79
7	S-5	6,000	79	1.79
8	Cessna Citation VI/VII	20,200	365	1.79

Additional Airplane Information

Subgrade CDF

No.	Name	CDF Contribution	CDF Max for Airplane	P/C Ratio
1	Cessna 172 Skyhawk	0.00	0.00	5.03
2	PA-28R-200 Cherokee Arrow	0.00	0.00	5.05
3	PA-46-350P Malibu Mirage	0.00	0.00	4.75
4	Beechcraft Baron 55	0.00	0.00	4.54
5	Beechcraft King Air C90	0.00	0.00	4.09
6	Learjet 35/36/35A/36A	0.00	0.00	2.87
7	S-5	0.00	0.00	4.57
8	Cessna Citation VI/VII	0.91	0.91	3.06

HMA CDF

No.	Name	CDF Contribution	CDF Max for Airplane	P/C Ratio
1	Cessna 172 Skyhawk	0.00	0.00	8.19
2	PA-28R-200 Cherokee Arrow	0.00	0.00	8.23
3	PA-46-350P Malibu Mirage	0.00	0.00	7.46
4	Beechcraft Baron 55	0.00	0.00	6.96
5	Beechcraft King Air C90	0.00	0.00	5.93
6	Learjet 35/36/35A/36A	0.01	0.01	4.13
7	S-5	0.00	0.00	6.97
8	Cessna Citation VI/VII	0.04	0.04	3.93

Subgrade Compaction Requirements

NonCohesive Soil

Percent Maximum Dry Density(%)	Depth of compaction from pavement surface (in.)	Depth of compaction from top of subgrade (in.)	Critical Airplane for Compaction
100	0 - 7	--	Cessna Citation VI/VII
95	7 - 15	0 - 4	Cessna Citation VI/VII
90	15 - 25	4 - 14	Cessna Citation VI/VII
85	25 - 38	14 - 27	Cessna Citation VI/VII

Cohesive Soil

Percent Maximum Dry Density(%)	Depth of compaction from pavement surface (in.)	Depth of compaction from top of subgrade (in.)	Critical Airplane for Compaction
95	0 - 6	--	Cessna Citation VI/VII
90	6 - 11	0 - 0	Cessna Citation VI/VII
85	11 - 18	0 - 7	Cessna Citation VI/VII
80	18 - 25	7 - 14	Cessna Citation VI/VII

Subgrade Compaction Notes:

1. Noncohesive soils, for the purpose of determining compaction control, are those with a plasticity index (PI) less than 3.

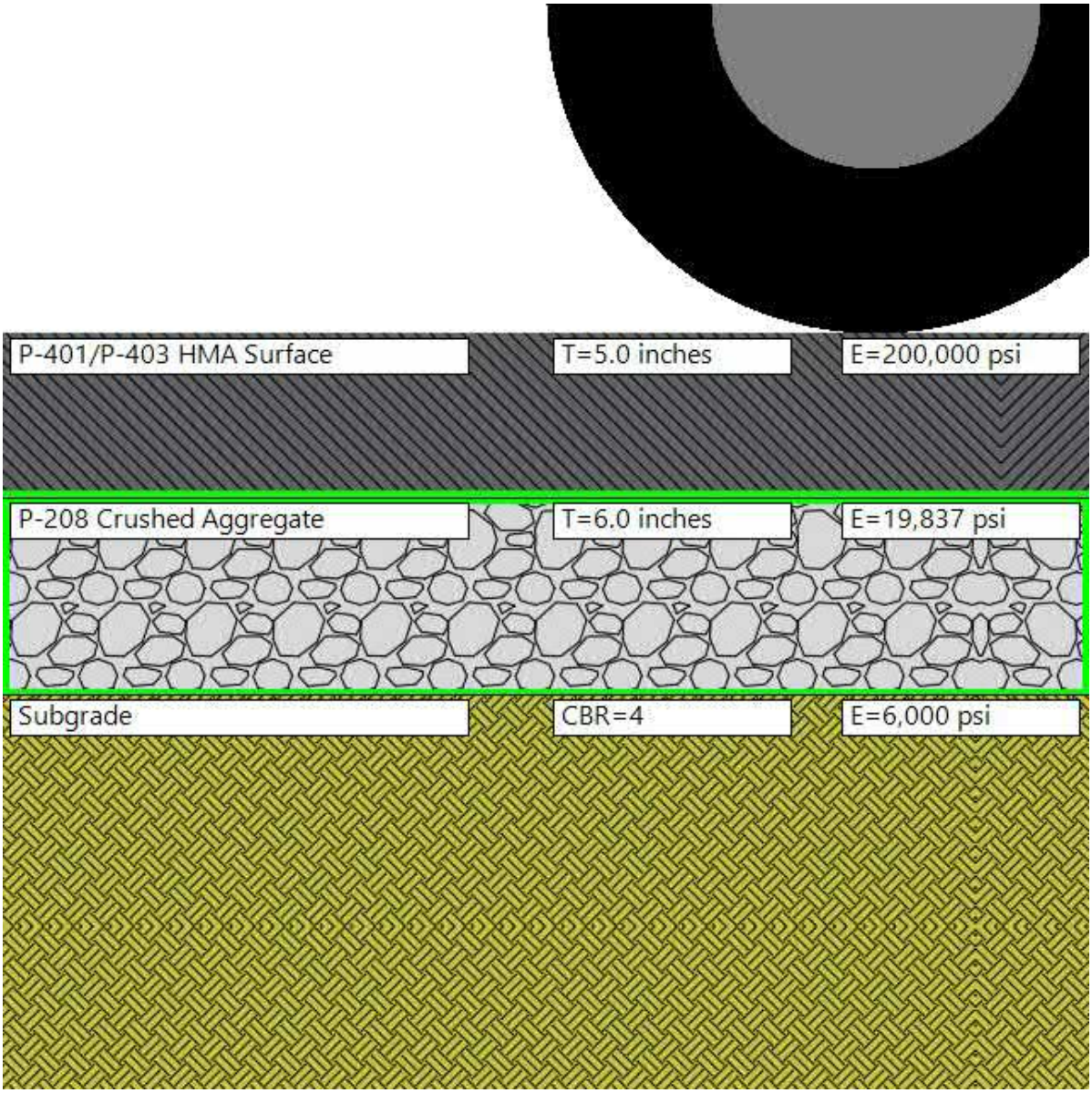
2. Tabulated values indicate depth ranges within which densities should equal or exceed the indicated percentage of the maximum dry density as specified in item P-152.

3. Maximum dry density is determined using ASTM Method D 698.

4. The subgrade in cut areas should have natural densities shown or should (a) be compacted from the surface to achieve the required densities, (b) be removed and replaced at the densities shown, or (c) when economics and grades permit, be covered with sufficient select or subbase material so that the uncompacted subgrade is at a depth where the in-place densities are satisfactory.

5. For swelling soils refer to AC 150/5320-6F paragraph 3.10.

User Is responsible For checking frost protection requirements.


P-401/P-403 HMA Surface
T=5.0 inches
E=200,000 psi
P-208 Crushed Aggregate
T=6.0 inches
E=19,837 psi
Subgrade
CBR=4
E=6,000 psi

CITY OF CHANDLER, ARIZONA

HANGAR AREA PAVEMENT RECONSTRUCTION

Project No. AI2501.401

ADDENDUM NO. 2

Date: 6/16/2025

1. Bidder must acknowledge the receipt of this addendum on the Proposal Acknowledgement page of the **BID SUBMITTAL**. This addendum, containing **2 pages**, is hereby incorporated into the Construction Agreement by this reference.

2. **Bid due date has been changed.** Sealed bids must be delivered to the City of Chandler Capital Projects Office located at 215 East Buffalo Street, Chandler, Arizona, 85225. **Bids must be received on or before 3:00 p.m. local Arizona time on June 23, 2025.**

3. Bid schedule. **Replace** the BID SCHEDULE in its entirety with the accompanying **BID SCHEDULE REVISION dated June 16, 2025**.

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

HANGAR AREA PAVEMENT RECONSTRUCTION
PROJECT NO. AI2501.401
BID SCHEDULE REVISION 6/16/2025

NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED
1	C-100.14.1	Contractor's Quality Control Program (CQCP)	LS	1		
2	C-102-6.1	Storm Water Pollution Prevention Plan (SWPPP)	LS	1		
3	C-105-6.1	Mobilization	LS	1		
4	SP-50.01.1	Location of Underground Utilities	LS	1		
5	SP-60.05.1	Airfield Safety and Security	LS	1		
6	SP-80.01.1	Riprap (D50 = 6", T = 12")	SY	18		
7	SP-80.02.1	Vertical Curb and Gutter (MAG Std Det 220-1, Type A)	LF	208		
8	SP-80.02.2	Mountable Curb and Gutter (MAG Std Det 220-2, Type E)	LF	123		
9	SP-80.02.3	Single Curb (MAG STD DET 222, Type A)	LF	57		
10	SP-80.02.4	Curb & Gutter Transition and Integral Roll Curb (MAG STD DET 221)	EA	2		
11	SP-80.02.5	Roll Curb and Gutter (MAG STD DET 220-1, Type C)	LF	4		
12	SP-80.02.6	Adjust Water Valve to Grade (MAG STD DET 391-2)	EA	1		
13	SP-80.02.7	Aggregate Base Course (Landscaping Areas) (2-Inch Depth; MAG 310)	SY	214		
14	SP-80.02.8	Aggregate Base Course (Valley Gutter) (4-Inch Depth; MAG 310)	SY	2,634		
15	SP-80.02.9	Aggregate Base Course (8-Inch Depth; MAG 310)	SY	53,858		
16	SP-80.02.10	AC Surface Course (4-Inch Depth; MAG 321 - 3/4-Inch Mix, PG 70-22)	SY	53,858		
17	SP-80.02.11	AC/PCCP Edge Seal (Building Pad) (MAG 729, 1/2-Inch Joint)	LF	8,546		
18	SP-90.01.1	Concrete Valley Gutter (4-Foot Wide, Sect B, Dwg G2.2)	SF	23,677		
19	SP-90.02.1	Remove & Salvage Safety Curb	EA	19		
20	SP-90.03.1	Remove Vehicle Loop Detector	EA	2		
21	SP-90.03.2	Install Vehicle Loop Detector (Match Exst)	EA	2		
22	SP-90.04.1	Permanent Pavement Markings (White, Landside)	SF	125		
23	P-101-5.1	Sawcut AC Pavement (Full Depth ±3-Inch)	LF	1,647		
24	P-101-5.2	Sawcut Roll Curb	LF	4		
25	P-101-5.3	Remove AC Pavement (Full Depth ±3-Inch)	SY	56,490		
26	P-101-5.4	Remove Concrete Ribbon Curb	LF	17		
27	P-101-5.5	Remove & Salvage Riprap	SY	17		
28	P-101-5.6	Remove Curb, Gutter & Conc Apron	LF	47		
29	P-152-4.1	Unclassified Excavation	CY	17,000		
30	P-152-4.2	Unsuitable Excavation and Replacement, Backfill and Compaction	CY	1,450		
31	P-152-4.3	Compacted Subgrade (12-Inch Depth)	SY	56,492		
32	P-608-8.1	Emulsified Asphalt Seal Coat	SY	60		
33	P-620-5.1	Obliterate & Seal Pavement Markings	SF	160		
34	P-620-5.2	Temporary Pavement Markings	SF	4,735		
35	P-620-5.3	Permanent Pavement Markings	SF	4,735		
36	T-901-5.1	Seeding	AC	0.20		
37	ALLOW	Owner's Allowance	ALLOW	1	$ 100,000.00	$ 100,000.00

BASE BID (Items 1- 37 inclusive) **TOTAL BASE BID:** _____

(In Numbers)

_____ **Dollars**

(In Words)

_____ **Cents**

(In Words)

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

CONSTRUCTION AGREEMENT

HANGAR AREA PAVEMENT RECONSTRUCTION
CITY PROJECT NO.: AI2501.401

MAYOR
Kevin Hartke

VICE MAYOR
Christine Ellis

COUNCIL
OD Harris Matt Orlando
Angel Encinas Jane Poston Jennifer Hawkins

Dan Haskins

Daniel Haskins, P.E.
CIP City Engineer

Docusign Envelope ID: 9376C0E8-19A4-45B9-80AB-75DE346657C7

CITY OF CHANDLER, ARIZONA

HANGAR AREA PAVEMENT RECONSTRUCTION

CITY PROJECT NO.: AI2501.401

TABLE OF CONTENTS

ARTICLE 1 - PARTICIPANTS AND PROJECT C-2

ARTICLE 2 - AGREEMENT DOCUMENTS C-4

ARTICLE 3 - CONSTRUCTION SERVICES C-4

ARTICLE 4 - CITY RESPONSIBILITIES C-4

ARTICLE 5 - AGREEMENT TIME C-6

ARTICLE 6 - AGREEMENT PRICE C-7

ARTICLE 7 - PAYMENT C-7

ARTICLE 8 - CHANGES TO THE AGREEMENT C-7

ARTICLE 9 - SUSPENSION AND TERMINATION C-7

ARTICLE 10 - INSURANCE AND BONDS C-7

ARTICLE 11 - INDEMNIFICATION C-8

ARTICLE 12 - DISPUTE RESOLUTION C-8

ARTICLE 13 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED C-8

EXHIBIT A – PROJECT SPECIFIC SPECIAL PROVISIONS SP-1
EXHIBIT B – GENERAL CONDITIONS GC-1
EXHIBIT C – TECHNICAL SPECIFICATIONS TS-1
EXHIBIT D – GIS / GPS DATA DELIVERY REQUIREMENTS (NOT APPLICABLE) GIS-1
EXHIBIT E – FEDERAL PROVISIONS (NOT APPLICABLE) FP-1

Docusign Envelope ID: 9376C0E8-19A4-45B9-80AB-75DE346657C7

CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: AI2501.401

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 Combs Construction Company, 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: 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:	Combs Construction Company, Inc.
Mailing Address:	PO Box 10789 Glendale, AZ 85318
Physical Address:	1903 W Parkside Lane Suite 100 Phoenix, AZ 85027
Arizona Roc No.:	100380
Federal Tax Id No.:	86-0744516
State Where Organized:	Corporation
Business Organization:	Arizona
Statutory Agent Name:	Ryan Combs
Statutory Agent Mailing Address:	PO Box 10789 Glendale, AZ 85318
Statutory Agent Physical Address:	1903 W Parkside Lane Suite 100 Phoenix, AZ 85027

Contractor's Authorized Project Representative:

Name:	Ryan Combs
Title:	President
Phone:	602-920-9314
Email:	ryan@combsaz.com

Docusign Envelope ID: 9376C0E8-19A4-45B9-80AB-75DE346657C7

PROJECT DESCRIPTION:

The Hangar Area Pavement Reconstruction project includes grading and paving improvements intended to promote drainage away from the hangar structures in the Central Hangar Complex. The project provides a full-depth replacement of the existing pavement, new concrete valley gutters to convey storm water to the existing drainage structures, and new pavement markings.

PROJECT LOCATION:

Chandler Municipal Airport

Docusign Envelope ID: 9376C0E8-19A4-45B9-80AB-75DE346657C7

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.

Docusign Envelope ID: 9376C0E8-19A4-45B9-80AB-75DE346657C7

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 150 Calendar Days (including Substantial Completion by 120 Calendars Days and Final Acceptance by 150 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.

Docusign Envelope ID: 9376C0E8-19A4-45B9-80AB-75DE346657C7

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 $4,459,866.95.

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.

Docusign Envelope ID: 9376C0E8-19A4-45B9-80AB-75DE346657C7

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: 9376C0E8-19A4-45B9-80AB-75DE346657C7

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 26, 2025
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONTRACTOR"
COMBS CONSTRUCTION COMPANY, INC.

Ryan Combs June 26, 2025
Signature Date

Ryan Combs
Print Name

President
Title

ryan@combsaz.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

TABLE OF CONTENTS

SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS 3

SECTION 2 - GENERAL DEFINITIONS 3

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS 7

SECTION 4 - CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES 8

SECTION 5 - CITY RESPONSIBILITIES 27

SECTION 6 - AGREEMENT TIME 29

SECTION 7 - AGREEMENT PRICE 35

SECTION 8 - PAYMENT 35

SECTION 9 - CHANGES TO THE AGREEMENT 40

SECTION 10 - SUSPENSION AND TERMINATION 43

SECTION 11 - INSURANCE AND BONDS 44

SECTION 12 - INDEMNIFICATION 49

SECTION 13 - DISPUTE RESOLUTION 49

SECTION 14 - MISCELLANEOUS PROVISIONS 50

SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED AGREEMENTS, CHANGE ORDERS, AND JOB ORDERS 57

SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER AGREEMENTS (JOC) 61

SECTION 17 - PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION MANAGER AT RISK 66

SECTION 18 - APPENDICES ..... APP-1 of 30

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

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.

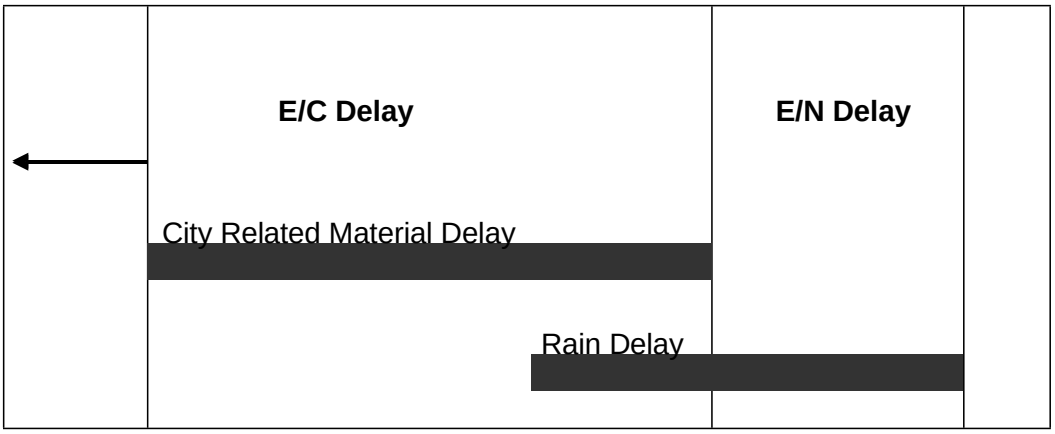
D. Concurrent:

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: **HANGAR AREA PAVEMENT RECONSTRUCTION**

CITY PROJECT NUMBER: **AI2501.401**

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: Hangar Area Pavement Reconstruction
City Project No.: AI2501.401

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 **Hangar Area Pavement Reconstruction, AI2501.401** 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 **Hangar Area Pavement Reconstruction, AI2501.401** 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:	**HANGAR AREA PAVEMENT RECONSTRUCTION**		
CITY PROJECT NO.:	**AI2501.401**		
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:	

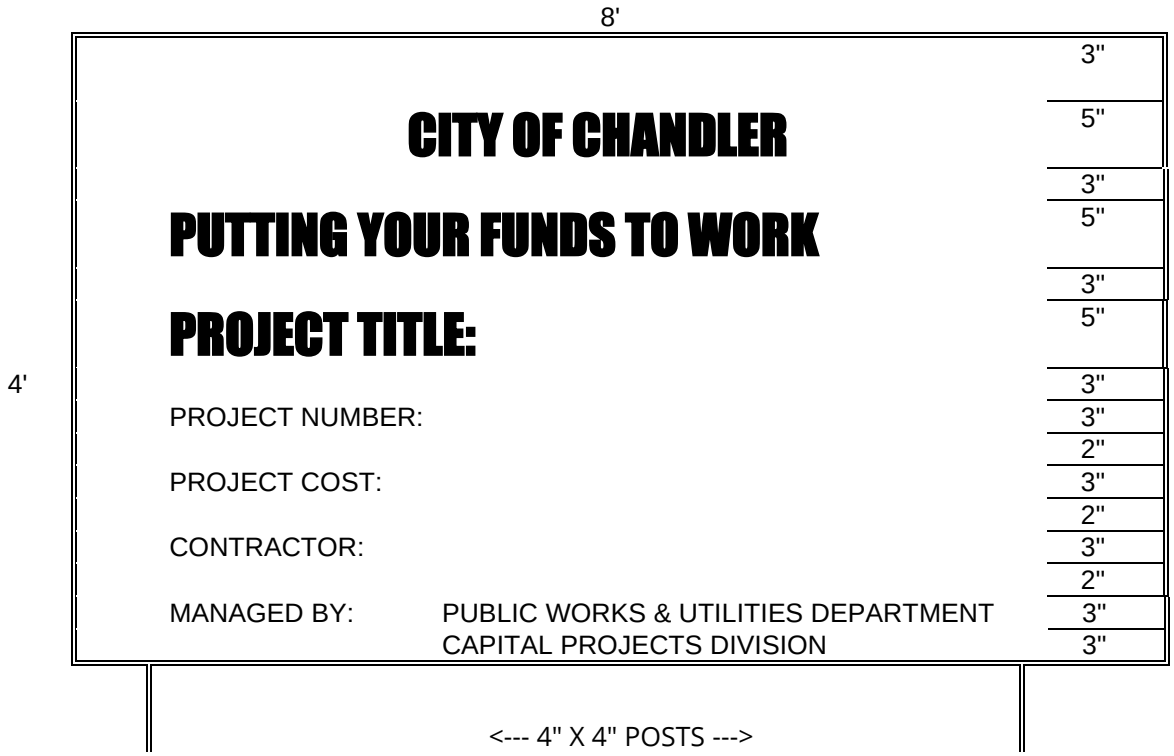
CERTIFIED BY [*INSERT NAME AND TITLE OF PARTY THAT OVERSEES CONSTRUCTION*]:

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

FINAL PROJECT SPECIFICATIONS

Chandler Municipal Airport

City Project No: AI2501.401
Dibble Project No.: 1024019.01

Prepared For:
City of Chandler

April 30, 2025

CHANDLER arizona

DIBBLE

FINAL PROJECT SPECIFICATIONS

Chandler Municipal Airport

Hangar Area Pavement Reconstruction

CHD Project No: AI2501.401
Dibble Project No.: 1024019.01

Prepared For:
Chandler Municipal Airport
2380 S Stinson Way
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April 30, 2025

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Dibble

CITY OF CHANDLER
CHANDLER MUNICIPAL AIRPORT
Hangar Area Pavement Reconstruction

City Project No.: AI2501.401

TABLE OF CONTENTS

ITEM	DESCRIPTION	PAGE
Division I	Special Provisions.....	SP-i
Division II	Civil Technical Specifications	CTS-i
Appendix A	Construction Safety Phasing Plan	

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DIVISION I

SPECIAL PROVISIONS

CITY OF CHANDLER

Chandler Municipal Airport

Hangar Area Pavement Reconstruction

City Project No: AI2501.401

TABLE OF CONTENTS

ITEM	TITLE	PAGE
DIVISION I	**1**	
SPECIAL PROVISIONS		**1**
	TABLE OF CONTENTS	1
SECTION 50	**UTILITIES AND EXISTING FACILITIES**	**3**
50.01	General	3
50.02	Water for Construction Purposes	4
50.03	Electrical Power	4
50.04	Sanitary Facilities	4
SECTION 60	**OPERATIONS, SAFETY AND SECURITY**	**5**
60.01	Definitions	5
60.02	Airport Security Requirements	8
60.03	Airport Safety Requirements	9
60.04	Schedule of Fines	14
60.05	Traffic Control, Barricading and Cleanup	15
SECTION 70	**MISCELLANEOUS**	**19**
70.01	Project Signs	19
SECTION 80	**MAG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION & CITY OF CHANDLER GENERAL ENGINEERING STANDARDS**	**21**
80.01	Riprap	21
80.02	Pavement & Miscellaneous	21
SECTION 90	**MISCELLANEOUS CONSTRUCTION ITEMS**	**23**
90.01	Valley Gutter	23
90.02	Remove and Salvage Safety Curb	23
90.03	Removal/Install Vehicle Loop Detector	23
90.04	Permanent Pavement Marking (White, Landside)	24

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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/

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

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.

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.

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 will not be required.

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.**

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.

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.

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 20 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.

u. Barricades & Lighting

The perimeters of the actual work areas, all uneven surfaces, mounds and excavations shall be adequately barricaded with vertical panel barricades, low level barricades and/or Type II 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.

w. Stockpiled Material

Stockpiled materials are allowed only within the Contractor's designated staging & storage areas.

- 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.

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

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 included in SP-60.05.1 for this 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.

The use of frangible hazard markings, such as concrete barriers, railroad ties and/or metal-drum-type barricades is prohibited. For certain non-movement areas, the City may consider the use of Type II or other similar barricades with prior approval.

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 follow the proposed phasing plan to facilitate aircraft movements to and from the existing business and facilities not effected by each of the phasing requirements.

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.

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* and the *Construction Safety & Phasing Plan* (CSPP). 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.

Haul Route:
The Contractor must follow the haul routes 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, maintaining and operating Airport-supplied Lighted X's, 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 will be made under:

No. 5, Spec No. SP-60.05.1	Airfield Safety and Security – per Lump Sum

END SECTION 60

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

Hangar Area Pavement Reconstruction
FINANCED BY

The 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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SECTION 80 MAG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION & CITY OF CHANDLER GENERAL ENGINEERING STANDARDS

80.01 Riprap

Description

Riprap shall be in accordance MAG Specifications Section 703, (D50 = 6-inches at 12-Inch Depth). All riprap shall consist of rounded river rock. The riprap shall be constructed to a minimum depth as noted in the plans, at the locations shown in the plans or as directed by the RPR. The top of the riprap shall be built flush where it lies with the adjacent grade around it or as directed by the RPR. Any work found to be inconsistent with the plans, details, and the specifications will require removal and replacement at the Contractor's sole expense. All earthwork excavation and miscellaneous removals necessary required for riprap installation as directed by the RPR shall be considered incidental to the riprap payment line item provided below.

Method of Measurement

Measurement for riprap shall be made by the square yard and shall include furnishing and installing all material complete in place, as called for on the plans and shall include all costs of removal of obstructions, excavation, compaction, and all other related work not specifically covered in other pay items.

Method of Payment

Payment for riprap shall be made at the contract unit price per square yard. This price shall include compensation in full for furnishing and installing material complete in place, as called for on the plans and shall include all costs of removal of obstructions, excavation, compaction, and all other related work not specifically covered in other pay items.

Payment will be made under:

No. 6, Spec No. SP-80.01.1 Riprap (D50 = 6", T = 12") – per Square Yard

80.02 Pavement & Miscellaneous

Description

These items shall consist of the materials and construction requirements as described in the Maricopa Association of Governments (MAG) Standard Specifications/Details for Public Works Construction, City of Chandler's Unified Development Manual (UDM), and Engineer's supplementary information.

Method of Measurement

Measurement for this item shall be by the dimension associated with the line item and shall include the material placed and accepted by the Engineer. Measurement shall include all materials, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Method of Payment

Payment for this item shall be made at the contract unit price per the dimension associated with the line item and shall include the material placed and accepted by the Engineer. Payment shall include all materials, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

No. 7, Spec No. SP-80.02.1	Vertical Curb and Gutter (MAG Std Det 220-1, Type A) – per Linear Feet
No. 8, Spec No. SP-80.02.2	Mountable Curb and Gutter (MAG Std Det 220-2, Type E) – per Linear Feet
No. 9, Spec No. SP-80.02.3	Single Curb (MAG STD DET 222, Type A) – per Linear Feet
No. 10, Spec No. SP-80.02.4	Curb & Gutter Transition and Integral Roll Curb (MAG STD DET 221) – per Each
No. 11, Spec No. SP-80.02.5	Roll Curb and Gutter (MAG STD DET 220-1, Type C) – per Linear Feet
No. 12, Spec No. SP-80.02.6	Adjust Water Valve to Grade (MAG STD DET 391-2) – per Each
No. 13, Spec No. SP-80.02.7	Aggregate Base Course (Landscaping Areas) (2-Inch Depth, MAG 310) – per Square Yard
No. 14, Spec No. SP-80.02.8	Aggregate Base Course (Valley Gutter) (4-Inch Depth, MAG 310) – per Square Yard
No. 15, Spec No. SP-80.02.9	Aggregate Base Course (8-Inch Depth, MAG 310) – per Square Yard
No. 16, Spec No. SP-80.02.10	AC Surface Course (4-Inch Depth, MAG 321, ¾-Inch Mix, PG 70-22) – per Square Yard
No. 17, Spec No. SP-80.02.11	AC/PCCP Edge Seal (Building Pad) (MAG 729, 1/2-Inch Joint) – per Linear Feet

END SECTION 80

SECTION 90 MISCELLANEOUS CONSTRUCTION ITEMS

90.01 Valley Gutter

This item shall consist of the installation of a 4' valley gutter, modified from MAG Standard Detail 240. Concrete shall be MAG 725 Class AA.

Measurement and payment for the valley gutter shall be made at the contract unit price per linear foot, installed and accepted. This price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the item, in place.

Payment shall be made under:

No. 18, Spec No. SP-90.01.1	Concrete Valley Gutter (4-Foot Wide, Sect B, Dwg G2.2) – per Square Foot

90.02 Remove and Salvage Safety Curb

This item shall consist of removal and salvage of safety curb in accordance with the details provided on the plans.

Measurement for removal and salvage of safety curb shall be made by each item complete in place, as called for on the plans. Payment for removal and salvage of safety curb shall be made at the contract unit price per each. 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 shall be made under:

No. 19, Spec No. SP-90.02.1	Remove & Salvage Safety Curb – per Each

90.03 Removal/Install Vehicle Loop Detector

This item includes furnishing and installing all material, equipment and apparatus, and all labor, tools, services, and equipment required for the trenching, backfilling, conduit, and conductor portion as shown on the drawings and as follows:

a. Removal Vehicle Loop Detector
b. Install Vehicle Loop Detector

Installation shall be in accordance with Specifications FAA-C-1217 and FAA-C-1391. Perform all work not included in the FAA Specifications in accordance with the National Electrical Code, applicable local and Chandler Municipal Airport standards and regulations.

Remove Vehicle Loop Detector: This item covers the removal of existing vehicle loop detectors. Removal consists of removing the loop detector of its entirety including any miscellaneous connection equipment, fittings or devices. The existing loop detector loops shall be disposed of.

Install Vehicle Loop Detector: This item consists of new vehicle loop detector and shall include all connections, equipment, and fittings to make a complete working loop detection system installation.

Reconnection to any existing devices for a complete working loop detection system is included in this item. Testing of the vehicle loop detectors shall occur after installation to ensure a complete working system.

Payment for items shall be made at the contract unit price per each. 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 shall be made under:

No. 20, Spec No. SP–90.03.1	Remove Vehicle Loop Detector – per Each
No. 21, Spec No. SP–90.03.2	Install Vehicle Loop Detector (Match Exst) – per Each

90.04 Permanent Pavement Marking (White, Landside)

This item shall consist of applying pavement marking in accordance with the details provided on the plans and Arizona Department of Transportation (ADOT) Standard Specifications for Road and Bridge Construction, Section 708.

Measurement for pavement marking shall be made at the contract unit price per square foot. 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 for pavement markings shall be made at the contract unit price per square foot. 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 shall be made under:

No. 22, Spec No. SP–90.04.1	Permanent Pavement Markings (White, Landside)– per Square Foot

END SECTION 90

DIVISION II

CIVIL TECHNICAL SPECIFICATIONS

CITY OF CHANDLER
Chandler Municipal Airport
Hangar Area Pavement Reconstruction
City Project No: AI2501.401

TABLE OF CONTENTS

ITEM	DESCRIPTION	PAGE
C-100	Contractor Quality Control Program	C-100-1
C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	C-102-1
C-105	Mobilization	C-105-1
P-101	Preparation/Removal of Existing Pavements	P-101-1
P-152	Excavation, Subgrade, and Embankment	P-152-1
P-608	Emulsified Asphalt Seal Coat	P-608-1
P-620	Runway and Taxiway Marking	P-620-1
T-901	Seeding	T-901-1

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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).

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.

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 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
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.

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%.

BASIS OF PAYMENT

100-14 Payment will be made under:

No. 1, Spec No. C-100-14.1 Contractor Quality Control Program (CQCP) – 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-901 shall 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.

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.

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.

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).

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;

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.

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*.

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, County, and 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 County or 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*.

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;

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 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.

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 No. C-102-6.1 Storm Water Pollution Prevention Plan (SWPPP) – 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

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 5 percent of the total project cost.

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. This notice 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 as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

No. 3, Spec No. C-105-6.1 Mobilization - 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.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 Equal Employment Opportunity is the Law Poster

END OF ITEM C-105

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.

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 seal-coat or 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. The Contractor shall repair all spalled concrete as shown on the plans or as directed by the RPR. The perimeter of the repair shall be saw cut a minimum of 2 inches outside the affected area and 2 inches deep. The deteriorated material shall be removed to a depth where the existing material is firm or cannot be easily removed with a geologist pick. The removed area shall be filled with asphalt mixture with aggregate sized appropriately for the depth of the patch. The material shall be compacted with equipment approved by the RPR until the material is dense and no movement or marks are visible. The material shall not be placed in lifts over 4 inches in depth. This method of repair applies only to pavement to be overlaid.

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 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 4 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 off Airport property.

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.

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 Sawcut Pavement. The unit measurement for sawcutting pavement shall be the number of linear feet regardless of thickness.

101-4.2 Sawcut Roll Curb. The unit measurement for sawcutting roll curb shall be the number of linear feet regardless of thickness.

101-4.3 Pavement removal. The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor regardless of thickness. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.

101-4.4 Concrete Ribbon Curb removal. The unit of measurement for concrete ribbon curb removal shall be the number of linear feet removed by the Contractor regardless of thickness. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.

101-4.5 Remove & Salvage Riprap. The unit of measurement for removal and salvage riprap shall be the number of square yards removed by the Contractor at a thickness of 8 inches.

101-4.6 Curb, Gutter & Concrete Apron removal. The unit of measurement for curb, gutter and concrete apron removal shall be the number of linear feet removed by the Contractor regardless of thickness. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment.

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. 23, Spec No. P-101-5.1	Sawcut AC Pavement (Full Depth ±3-Inch) – per Linear Feet
No. 24, Spec No. P-101-5.2	Sawcut Roll Curb – per Linear Feet
No. 25, Spec No. P-101-5.3	Remove AC Pavement (Full Depth ±3-Inch) - per Square Yard
No. 26, Spec No. P-101-5.4	Remove Concrete Ribbon Curb – per Linear Foot
No. 27, Spec No. P-101-5.5	Remove and Salvage Riprap - per Square Yard
No. 28, Spec No. P-101-5.6	Remove Curb, Gutter & Conc Apron – per Linear 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.

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

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.

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.

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.

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. Undercutting will be paid as unclassified excavation.

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.

e. Unsuitable Excavation and Replacement, Backfill and Compaction. If zones of soft, wet or unstable subgrade are found during site grading and proof rolling, the Contractor shall remove the unstable soils to a minimum depth of 12 inches below the finished subgrade, or more, depending on the severity of the problem area. The area shall be backfilled and compacted in accordance with 152-2.10 with crushed aggregate base course material meeting the requirements of Technical Specification P-209. Asphalt millings may be used for backfill, however, it will be necessary for the Contractor to demonstrate that the material can reach an acceptable compaction level as tested with a sand cone or nuclear density gauge. The work 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 shall be considered incidental to "Unsuitable Excavation and Replacement, Backfill and Compaction".

152-2.3 Borrow excavation. Borrow areas are not required.

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 12 inches of subgrade

shall be scarified, moisture conditioned to optimum (3% below to 1% above) and 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.

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 density tests 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.

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 95% 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 12-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 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.

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, the subgrade area shall be proof rolled with a 20-ton Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 100 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 12 inches and to a density of not less than 95% of the maximum dry density as determined by ASTM D698. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 4 inches and to a density of not less than 95% of the maximum density as determined by ASTM D698.

The material 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). 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 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.

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. Not used.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard shall be computed by the comparison of digital terrain model (DTM) surfaces. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

152-3.2 The quantity of unclassified excavation to be paid for shall be the number of cubic yards measured in its original position. 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.

152-3.3 The quantity of unsuitable excavation shall be the number of cubic yards measured in its final position. Measurement shall not include the quantity of materials excavated without authorization, or the quantity of replacement materials used for backfill, regardless of its type or origin.

BASIS OF PAYMENT

152-4.1 Unclassified excavation 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.

152-4.2 For unsuitable excavation, 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. 29, Spec No. P-152-4.1	Unclassified Excavation – per Cubic Yard
No. 30, Spec No. P-152-4.2	Unsuitable Excavation and Replacement, Backfill and Compaction – per Cubic Yard
No. 31, Spec No. P-152-4.3	Compacted Subgrade (12-Inch Depth) – 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.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3))
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/ft3 (2700 kN-m/m3))
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-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.

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 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:

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:

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.

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.

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.

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.

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.

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.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

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, and the contract unit price per lump sum for runway friction testing. 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. 32, Spec No. 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

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

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
Temporary - II	Yellow	33538	230 ft^2/gal	No beads	None
II	Yellow	33538	115 ft^2/gal	III	10 lb/gal
II	Black	37038	115 ft^2/gal	None	None

[1] See paragraph 620-2.2a

[2] See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595. 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 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.

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 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. Not used.

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.

METHOD OF MEASUREMENT

620-4.1 The quantity of surface preparation shall be measured by the number of square feet for each type of surface preparation specified in paragraph 620-3.3.

620-4.2 The quantity of markings shall be paid for shall be measured by the number of square feet of painting.

620-4.3 The quantity of reflective media shall not be measured. This shall be considered incidental to the placement of permanent pavement markings.

620-4.4 Black paint required for outlining surface markings with black borders shall not be measured. This shall be considered incidental to the placement of permanent pavement markings.

620-4.5 Temporary markings placed prior to re-opening a pavement section for aircraft operations within the 30-day window between paving operations and the placement of permanent markings shall be measured by the number of square feet of painting performed in accordance with the specifications and accepted by the RPR. Temporary markings placed for the purpose of taxiway closures and detours during the phases of the project shall not be measured. Temporary marking includes surface preparation, application and complete removal of the temporary marking.

BASIS OF PAYMENT

620-5.1 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.

620-5.2 Payment for surface preparation shall be made at the contract price for the number of square feet for each type of surface preparation specified in paragraph 620-3.3. Seal Coat per Item P-608 shall be paid for under item number P-608.1.

620-5.3 Payment for markings shall be made at the contract price for the number of square feet of painting. Reflective media and black paint shall be incidental to this item.

620-5.4 Payment for temporary 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.

Payment will be made under:

No. 33, Spec No. P-620-5.1 Obliterate & Seal Pavement Markings – per Square Foot

No. 34, Spec No. P-620-5.2 Temporary Pavement Markings – per Square Foot

No. 35, Spec No. P-620-5.3 Permanent Pavement Markings – 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
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

Item T-901 Seeding

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding, fertilizing, and hydromulching the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Seeds shall be applied as follows:

Seed Properties and Rate of Application

Botanical Name	Common Name	Rate of Application lb/acre
Aristida purpurea	Purple three awn	3.0
Bouteloua aristidoides	Needle grama	2.0
Bouteloua barbata	Six weeks grama	1.0
Bouteloua rothrockii	Rothrocks grama	1.0
Plantago insularis	Indian wheat	5.0
Senna couesii	Desert senna	2.0
Sphaeralcea ambigua	Desert globemallow	1.0
Sporobolus cryptandrus	Sand dropseed	1.0
Baileya multiradiata	Desert marigold	1.0
Escholtzia Mexicana	Mexican gold poppy	2.0
Phacelia campanularia	Desert Canterbury bells	2.0
Lesquerella gordoni	Gordons bladderpod	1.0

Seeding shall be performed during the period conductive for growth when considering local climate and soil conditions. The Contractor's submittal shall include the recommended time frame for seeding application.

901-2.2 Lime. Not required.

901-2.3 Fertilizer. Fertilizer shall be standard commercial fertilizers supplied separately or in mixtures containing the percentages of total nitrogen, available phosphoric acid, and water-soluble potash. They shall be applied at the rate and to the depth specified, and shall meet the requirements of applicable state laws. They shall be furnished in standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon. No cyanamide compounds or hydrated lime shall be permitted in mixed fertilizers.

The fertilizers may be supplied in one of the following forms:

- **a.** A dry, free-flowing fertilizer suitable for application by a common fertilizer spreader;
- **b.** A finely-ground fertilizer soluble in water, suitable for application by power sprayers; or
- **c.** A granular or pellet form suitable for application by blower equipment.

Fertilizers shall be 13-13-13 commercial fertilizer and shall be spread at the rate of 250 pounds per acre, unless otherwise modified by the Contractor's supplier, based on the seed mix, region, and climate.

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches as a result of grading operations and, if immediately prior to seeding, the top 3 inches of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches. Clods shall be broken and the top 3 inches of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Liming. Not required.

b. Fertilizing. Following advance preparations and cleanup fertilizer shall be uniformly spread at the rate that will provide not less than the minimum quantity stated in paragraph 901-2.3.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

All seed is to be drilled one-quarter (¼) inch to one-half (½) inch into the soil at the rate of application specified in Table 1 with a mechanical, power-drawn drill seeder. Rows shall be spaced not more than seven (7) inches apart. Contractor shall drill one-half (½) of the required rate of application in one compass direction, and then drill the remaining half of the required rate of application in a direction ninety degrees (90°) to the first half. Drill must be specifically designed to accommodate variability in size and physical characteristics of native rangeland grass seeds. Drill seed hopper shall have an auger to mix seed while drilling. Seed that is extremely small shall be sowed from a separate hopper adjusted to the proper rate of application.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons per minute at a pressure of 100 psi. The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet. One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet in length shall be provided to which the nozzles may be connected.

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds of lime shall be added to and mixed with each 100 gallons of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches, after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 The quantity of seeding to be paid for shall be the number of acres measured on the ground surface, completed and accepted.

BASIS OF PAYMENT

901-5.1 Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

No. 36, Spec No. 901-5.1	Seeding - per Acre

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 C602	Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC	JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33	Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

Appendix A Construction Safety and Phasing Plan

FINAL CONSTRUCTION SAFETY & PHASING PLAN

Chandler Municipal Airport
Hangar Area Pavement Reconstruction

CHD Project No.: AI2501.401
Dibble Project No.: 1024019.01

Prepared For: City of Chandler

April 30, 2025

CHANDLER arizona

DIBBLE

FINAL CONSTRUCTION SAFETY & PHASING PLAN

Chandler Municipal Airport

Hangar Area Pavement Reconstruction

CHD Project No.: AI2501.401
Dibble Project No.: 1024019.01

Prepared For:
Chandler Municipal Airport
2380 S Stinson Way
Chandler, AZ 85286

April 30, 2025

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Dibble

Table of Contents

1. COORDINATION 1
   - 1.1 General Project Information 1
   - 1.2 Contractor Progress Meetings 2
   - 1.3 Scope or Schedule Changes 2
   - 1.4 FAA/ATO Coordination 2
2. PHASING 2
3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY 4
   - 3.1 Affected Areas on the Airfield 4
   - 3.2 Mitigation of Effects 5
4. PROTECTION OF NAVIGATION AIDS (NAVAIDS) 6
5. CONTRACTOR ACCESS 7
   - 5.1 General Items 7
   - 5.2 Location of Stockpiled Construction Materials 8
   - 5.3 Vehicle & Pedestrian Operations 8
   - 5.4 Two-Way Radio Communications Procedures 9
   - 5.5 Airport Security 9
6. WILDLIFE MANAGEMENT 10
   - 6.1 Trash 10
   - 6.2 Standing Water 10
   - 6.3 Tall Grass & Weeds 10
   - 6.4 Poorly Maintained Fencing and Gates 10
   - 6.5 Disruption of Existing Wildlife Habitat 10
   - 6.6 Airport Wildlife Management Procedures 10
7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT 10
8. HAZARDOUS MATERIAL MANAGEMENT 11
9. NOTIFICATIONS OF CONSTRUCTION ACTIVITIES 11
   - 9.1 Points of Contact 11
   - 9.2 Local ATO/Technical Operations Personnel 11
   - 9.3 ATCT Managers on Duty 11
   - 9.4 Authorized Representatives to the FAA's Operational Control Center (OCC) 12
   - 9.5 OCC Notification About Closed and/or Hazardous Conditions on the Airfield 12
   - 9.6 Notice to Air Missions (NOTAM) 12
   - 9.7 Emergency Notification Procedures 12
   - 9.8 Coordination with ARFF for Non-Emergency Issues 12
   - 9.9 Notification to the FAA and Airport Users 12
   - 9.10 FAA Notification Under CFR Parts 77 and 157 13
   - 9.11 FAA Reimbursable Agreements 13
   - 9.12 Affected Instrument Approach Procedures 13
10. INSPECTION REQUIREMENTS 13
    - 10.1 Daily (or more frequent) Inspections 13
    - 10.2 Final Inspections 13
    - 10.3 Inspection Checklist 14
11. UNDERGROUND UTILITIES 14
12. PENALTIES 14
13. SPECIAL CONDITIONS 14
14. RUNWAY & TAXIWAY VISUAL AIDS 15
    - 14.1 General 15
    - 14.2 Markings 15
    - 14.3 Lighting and Visual Aids 15
    - 14.4 Signs 15
15. MARKING & SIGNS FOR ACCESS ROUTES 15

16. HAZARD MARKING & LIGHTING 16
16.1 General 16
16.2 Barricades 16
16.3 Work Zone Lighting for Nighttime Construction 17
17. PROTECTION OF RSA'S, TSA'S, OFA'S, OFZ'S, AND APPROACH/DEPARTURE SURFACES 17
17.1 Runway Safety Area (RSA) 17
17.2 Obstacle Free Zone (OFZ) 17
17.3 Runway Object Free Area (ROFA) 17
17.4 Taxiway Safety Area (TSA) 17
17.5 Taxiway Object Free Area (TOFA) 18
17.6 Runway Approach & Departure Surfaces 18
18. OTHER LIMITATIONS ON CONSTRUCTION 18
18.1 Prohibitions 18
18.2 Restrictions 19

Appendices

Appendix A Construction Phasing Plans ..... A
Appendix B Inspection Checklist ..... B

1. COORDINATION

1.1 General Project Information

This project is located at Chandler Municipal Airport (Airport or CHD). The project includes construction of grading and paving improvements intended to promote drainage away from the hangar structures in the Central Hangar Complex.

This *Construction Safety and Phasing Plan* (CSPP) provides specific information to the Contractor and/or Subcontractors contracted to carry out the construction contract for this project. This plan includes the requirements and procedures for accident prevention, safety requirements, and security considerations at CHD. 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 is required to submit a *Safety Plan Compliance Document* (SPCD) to CHD describing how the contractor will comply with the requirements set forth in the CSPP.

The Contractor or Subcontractor shall conduct their operations in a manner that will provide safe working conditions for all employees, and the 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, Subcontractor or suppliers of the obligations assumed by the Contractor under contract with the Airport or as required by law.

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 Conference will be scheduled prior to the issuance of the Notice to Proceed. Invitees and attendees will include City and Airport staff; the Engineer-of-Record; the RPR; the Contractor's Project Manager/Superintendent; and representatives from the Air Traffic Control Tower (ATCT). Relevant safety-related issues will be discussed in detail at this meeting.

Topics of discussion will include the FAA Advisory Circular (AC) 150/5370-2G: *Operational Safety on Airports During Construction*; project scope; the RPR's responsibility; identifying the Contractor's Superintendent; NOTAM responsibility; phasing and scheduling of work; Notice to Proceed date; safety during construction; 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 Airport staff, the Engineer and the Contractor to identify affected areas during construction.

1.2 Contractor Progress Meetings

Weekly construction progress meetings will be held where the invitees and attendees will include at minimum the Airport staff, the 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 the SPCD will be reviewed and discussed.

1.3 Scope or Schedule Changes

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

1.4 FAA/ATO Coordination

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

2. PHASING

The project will be constructed in five phases, as displayed in **Appendix A** – *Construction Phasing Plans*. 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.

Phase 1A. Phase 1A & 1B will include the reconstruction of approximately 9,860 Square Yards (SY) of asphalt concrete (AC) pavement and 3,685 Square Feet (SF) of concrete valley gutter.

- The construction duration shall be **14 Calendar Days**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Phase 1B.

- The construction duration shall be **7 Calendar Days** concurrent with **Phase 1A**.
- A partial closure of Taxiway 'A' from Connector Taxiways 'D' and 'H' will be required while work occurs inside the TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Phase 2A. Phase 2A & 2B will include the reconstruction of approximately 14,206 SY of AC pavement and 6,183 SF of concrete valley gutter.

- The construction duration shall be **14 Calendar Days**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.

- Public access for tenants for the open hangars will be through Gate #401A.

Phase 2B.

- The construction duration shall be **7 Calendar Days** concurrent with **Phase 2A**.
- A partial closure of Taxiway 'A' between Connector Taxiways 'F' and 'K' will be required while work occurs inside the TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Phase 3A. Phase 3A &3B will include the reconstruction of approximately 7,729 SY of AC pavement and 2,362 SF of concrete valley gutter.

- The construction duration shall be **14 Calendar Days**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Phase 3B.

- The construction duration shall be **7 Calendar Days** concurrent with **Phase 3A**.
- A partial closure of Taxiway 'A' between Connector Taxiways 'H' and 'K' will be required while work occurs inside the TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Phase 4. This will include the reconstruction of approximately 6,669 SY of AC pavement and 2,620 SF of concrete valley gutter.

- The construction duration shall be **14 Calendar Days**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Phase 5A. Phase 5A &5B will include the reconstruction of approximately 10,205 SY of AC pavement and 5,465 SF of concrete valley gutter.

- The construction duration shall be **14 Calendar Days**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #401A.

- Public access for tenants for the open hangars will be through Gate #114A.

Phase 5B.

- The construction duration shall be **7 Calendar Days** concurrent with **Phase 5A**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #401A.
- Public access for tenants for the open hangars will be through Gate #114A.

Phase 6. This will include the reconstruction of approximately 7,729 SY of AC pavement and 2,362 SF of concrete valley gutter.

- The construction duration shall be **14 Calendar Days**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Substantial Completion – 84 Calendar Days. This will mark the completion of all construction in Phases 1 through 6. A pre-final walk-though will be completed by the RPR, Airport Staff, and the Contractor. The Contractor shall be provided with a Substantial Completion letter including a punchlist of any remaining items to complete before Final Completion. The construction warranty will begin from this date.

Stop Time – 28 Calendar Days. This will consist of a pavement cure period before permanent marking in Phase 7 below.

Phase 7 – 2 Calendar Days. This will consist of permanent marking the entire project area. This will require a closure of the entire Central Hangar Complex in close coordination with Airport Operations.

Final Completion – 5 Calendar Days – Total 91 Calendar Days. This will include the completion of all punchlist items noted on the Substantial Completion letter, final clean-up and demobilization.

3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

3.1 Affected Areas on the Airfield

3.1.1 Closed or Partially Closed Facilities

A rolling closure of the hangars in the Central Hangar Complex including the Executive Hangars by the airport entrance will be required for the duration of this project. For runway and taxiway closures, reference **Section 2** *Phasing*.

3.1.2 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 Blast Protection Procedures

The 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.

3.1.5 Utilities for Firefighting

There are multiple fire hydrants located in the project area, however, these will be protected in place and no impact to water distribution is anticipated. While every effort has been made to include the locations and depths of known utilities within the project area, the Contractor will be required to pothole for utilities to avoid damage to them.

3.1.6 Affected Approach and Departure Surfaces

The Contractor will be required to abide by the Part 77 airspace requirements 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 15-ft will be submitted to OE/AAA to be evaluated for Airspace impact.

Construction activity shall be prohibited when equipment penetrates the imaginary surface described in Title 14 CFR Part 77 and any restricted area as defined in the current edition of FAA AC 150/5300-13A, *Airport Design*, unless a favorable airspace finding has been made by the FAA and the Airport and approved by Airport Operations. Equipment that penetrates the Part 77 imaginary surface must display a red obstruction light during nighttime use and an orange and white checkered flag during the day.

3.1.7 Affected Instrument Approach Procedures and NAVAID Critical Areas

No Instrument Approach Procedure or NAVAID Critical Area will be impacted by the project.

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 –** *Construction Phasing Plans*. 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 all construction entrances to the airfield when in use. Gate guards will not be required if the gates are closed and locked.

Transient haul truck drivers are required to check in with the Contractor's 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. 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. Additionally, during times of low visibility or darkness, the drivers shall be required to use a flashing amber beacon.

3.2.2 Temporary Taxi Operations

Temporary taxi operations and alternate routes to accommodate aircraft movement needs are discussed for each project phase in **Section 2** *Phasing*.

3.2.3 Detours for ARFF and Other Airport Vehicles

The 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

Essential utilities are not anticipated to be impacted in this project. The Contractor will be required to provide temporary means to any impacted utilities until the impacted utilities are restored.

3.2.5 Temporary 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.

4. PROTECTION OF NAVIGATION AIDS (NAVAIDS)

There are no NAVAIDs within the project area, and no impact to any are anticipated by this project.

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.

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. Typical FAA fines are ten thousand dollars ($10,000.00) or more per incident.

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 Stockpiled Construction Materials

All contractor materials, equipment and supplies shall be within the Contractor's designated staging and storage area. All 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 object 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 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.

- 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.

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 with the exception of 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' x 3' 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.

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

5.3.5 Construction Vehicle Operations Within AOA

For the purposes of this project, the AOA is defined as any area within the secured (fenced) area of the Airport. 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 (15 MPH maximum) 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.
- Without constant observance for operating aircraft.

5.4 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 *Airfield Safety and Security* bid item and no separate payments will be made.

5.5 Airport Security

Any time access is required within the Airport Operations Areas (AOA) the Contractor shall be responsible for assuring that no breaches of airport security occur. The AOA is fenced and must remain fenced at all times. The gates will remain closed and locked or a guard (with an airport issued access card) will be provided at the Contractor's expense. The Contractor will furnish gate guards with rosters of his personnel and ensure that each individual has adequate identification. The duplicate keys for each lock will be turned over to Airport authorities. The following additional measure must also be taken:

- Persons authorized to provide escorts include Airport staff and designated contractor supervisors. Failure to provide an escort can result in loss of escort privileges, fines, revocation of the access card, or all three.

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.

6. WILDLIFE MANAGEMENT

6.1 Trash

The Contractor shall perform daily inspections of the work areas (including the Contractor's staging 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.

6.2 Standing Water

The Contractor shall conduct his/her 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 his/her 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 in use. Any fencing installed by the Contractor shall be maintained to prevent the intrusion of wildlife.

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 nearest Airport employee.

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. Furthermore, once any portion of any construction is ready to be opened to aircraft traffic, the Contractor, RPR, and Airport personnel shall walk the area to determine that all 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 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.

9. NOTIFICATIONS OF CONSTRUCTION ACTIVITIES

9.1 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 will be handled through the Airport, with assistance from the RPR and/or Contractor as needed.

Contact	Phone Number	Availability
TBD Resident Project Representative	---	Construction Hours
Duane Dana, P.E. Engineer-of-Record, Dibble	480-365-9056	Mon-Fri, 8:00am to 5:00pm
Office Mainline CHD Operations	480-782-3540	(Mon-Fri, 8:00 am to 5:00 pm)
Scott Rinkenberger 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 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.

9.6 Notice to Air Missions (NOTAM)

Construction NOTAM's will be filed by the Airport staff 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.

9.7 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 Coordination with ARFF for Non-Emergency Issues

The Airport does not have an ARFF facility. The Contractor shall contact the Airport Manager concerning non-emergency issues of the following:

- The deactivation and subsequent reactivation of water lines and fire hydrant.
- The establishment, re-routing, or blocking of emergency routes.
- The use of hazardous materials on the airfield.

9.9 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.

9.10 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, NOTAM's, 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

An FAA Reimbursable Agreement is not a method of funding for this project.

9.12 Affected Instrument Approach Procedures

No Instrument approach procedure is affected by this project.

10. INSPECTION REQUIREMENTS

10.1 Daily (or more frequent) Inspections

Daily inspections will be required for areas requiring haul routes on active airfield pavements to ensure that FOD is minimized. In addition, daily inspections of Contractor access areas will be performed to help ensure safety on the airfield. Daily inspections will be conducted by an Airport Operations employee, a Contractor representative, and the RPR.

Special inspections will be required for airfield pavements that are ready to be re-opened to aircraft traffic after completion of the project. Special inspections will also be attended by an Airport Operations employee, a Contractor representative, and the RPR.

All discrepancies noted in the inspection must be corrected to the satisfaction of the RPR prior to the Contractor leaving the worksite.

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 areas.

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, FAA, 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 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 areas.

10.3 Inspection Checklist

The Airport Manager, Operations Manager, the Engineer/Construction Manager/RPR, and the Contractor will utilize **Appendix B –** *Inspection Checklist* for evaluating the Contractor's adherence to the contract documents and this CSPP, as well as for reopening any areas to aircraft traffic.

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, and placement of barricades along utility lines and at manholes. 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 he is working. The nearest Airport Operations employee will be expected to notify all Contractor personnel in the vicinity and 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 Airport personnel directions and may not return to the subject work area until given the permission 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.

14. RUNWAY & TAXIWAY VISUAL AIDS

14.1 General

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 a 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.

14.2 Markings

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

14.3 Lighting and Visual Aids

Lighting and signs 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 placed end-to-end to prevent ground vehicle traffic from moving onto active airfield pavements (barring a deliberate act), and alert aircraft traffic of closed facilities.

Appendix A – *Construction Phasing Plans* show 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 150/5340-30: *Design and Installation Details for Airport Visual Aids*, AC 150/5345-50: *Specification for Portable Runway and Taxiway Lights*, AC 150/5345-53: *Airport Lighting Certification Program*, AC 150/5345-44: *Specification for Runway and Taxiway Signs*, AC 50/5340-18: *Standards for Airport Sign Systems*, and AC 150/5345-53: *Airport Lighting Certification Program*, as required.

14.4 Signs

Airfield signage illuminated to indicate an open facility that is closed due to construction shall be covered and secured with a material that prevents light leakage. Signs may be partially covered as several 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 AC 150/5340-18G: *Standards for Airport Sign Systems* 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

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.

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.

16.1.1 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 the vicinity of active aircraft. This can include the use of hearing protection and the securing of clothing and hardhats while working.

16.2 Barricades

16.2.1 Placement

Construction areas will be barricaded with either vertical panel or low-profile barricades on aircraft movement areas. For construction areas that do not include aircraft operating areas, vertical panel barricades may be used to prohibit vehicle and pedestrian traffic. 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. 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.

Low-profile barricades shall be placed end-to-end to prevent ground vehicle traffic from moving onto active airfield pavements (barring a deliberate act), and alert aircraft traffic of closed facilities.

16.2.2 Lights

Red LED 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 MUTCD. Additional lighting shall be provided if determined necessary by Airport Operations.

16.2.3 Supplement Barricades with Signs

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

16.2.4 Maintenance

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.

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.

16.3 Work Zone Lighting for Nighttime Construction

Lighting equipment must adequately illuminate the work area for construction performed during nighttime hours following minimum illumination levels per AC 150/5370-10H, *Standard Specifications for Construction of Airports*.

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

17.1 Runway Safety Area (RSA)

The project does not include work within any runway safety area.

17.2 Obstacle Free Zone (OFZ)

This project does not include work within any runway object free zone.

17.3 Runway Object Free Area (ROFA)

This project does not include work within any runway object free area.

17.4 Taxiway Safety Area (TSA)

Any taxiway having construction within its Safety Area and Object Free Area will be closed during construction duration/hours. No equipment or tools will be left unattended within the TOFA as the Contractor will be required to move these items to the staging and storage area when not in use.

17.4.1 Requirements for Open Procedures

Prior to any taxiway being reopened, the Contractor will be required to:

- Provide a sweeper truck and/or vacuum truck and clean the taxiway pavement in the vicinity of the work areas;
- Temporarily safe-up the graded/infield areas such that there are no humps, ruts, depressions, equipment, tools, or other materials within the TSA;
- Ensure that any excavation within the TSA is filled and compacted;
- Perform a FOD/safety walk of the taxiway pavement and the adjacent graded/infield areas with construction inspection and Airport staff to ensure compliance with these procedures;
- Remove the low-profile barricades from the applicable taxiways;
- Perform any additional necessary actions as a result of the FOD/safety walk as required by the construction inspection and/or Airport staff.
- Remove any barricades used for the temporary nightly closure.

17.4.2 Appropriate Covering of Excavations Within TSA's

Any excavation within any TSA shall be filled and compacted prior to reopening a taxiway.

17.4.3 Marking of Excavations and Open Trenches

Hazards, such as open trenches, major excavations, manholes, and steep embankments shall be barricaded, lighted, and outlined with appropriate caution tape 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. See **Section 16** *Hazard Marking & Lighting* for further information.

17.4.4 Maintenance of TSA's

The Contractor will be required to maintain the TSA while work is being performed in the area. Upon completion of work within the TSA, the Contractor will be required to leave the area in accordance with TSA standards, or as identified in the plans.

17.5 Taxiway Object Free Area (TOFA)

Any taxiway having construction within its Object Free Area will be closed during construction duration/hours. No equipment or tools will be left unattended within the TOFA as the Contractor will be required to move these items to the staging and storage area when not in use. See **Section 17.4** *Taxiway Safety Area (TSA)* for further information.

17.6 Runway Approach & Departure Surfaces

It is not anticipated that any construction of this project will impact a Runway Approach or Departure Surface or Clearway.

18. OTHER LIMITATIONS ON CONSTRUCTION

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 within 1,000-ft of the Airport property.

18.2 Restrictions

18.2.1 Tall Equipment

The use of tall equipment is not permitted unless a 7460-1 determination letter is issued.

18.2.2 Open Flame Welding and Torches

Open flame welding and the use of torches shall be approved by the Airport prior to the project commencing. If this type of work is required on this project, the Contractor shall notify the Airport at least 48 hours in advance of the work.

18.2.3 Airfield Lighting Vault Lock-Out/Tag-Out Policy

Prior to opening any electrical pull box or light cans, the appropriate circuits will be tagged and locked out at the vault room in accordance with OSHA requirements. A pre-event meeting shall be held on site at least 48 hours in advance of the work with the Contractor, the Airport, and the RPR to review the work undertaken, to familiarize all parties with the existing system and controls that will shut down and re-started, and to confirm lock-out/tag-out procedures used. The Contractor shall provide multi-position hasp and both the Contractor and the Airport will attach their own separate locks. No system shall be energized until such time that both parties have removed their locks, indicating a safe situation to energize. The system will be checked for functionality by the Contractor in the presence of a CHD staff member before leaving the project site.

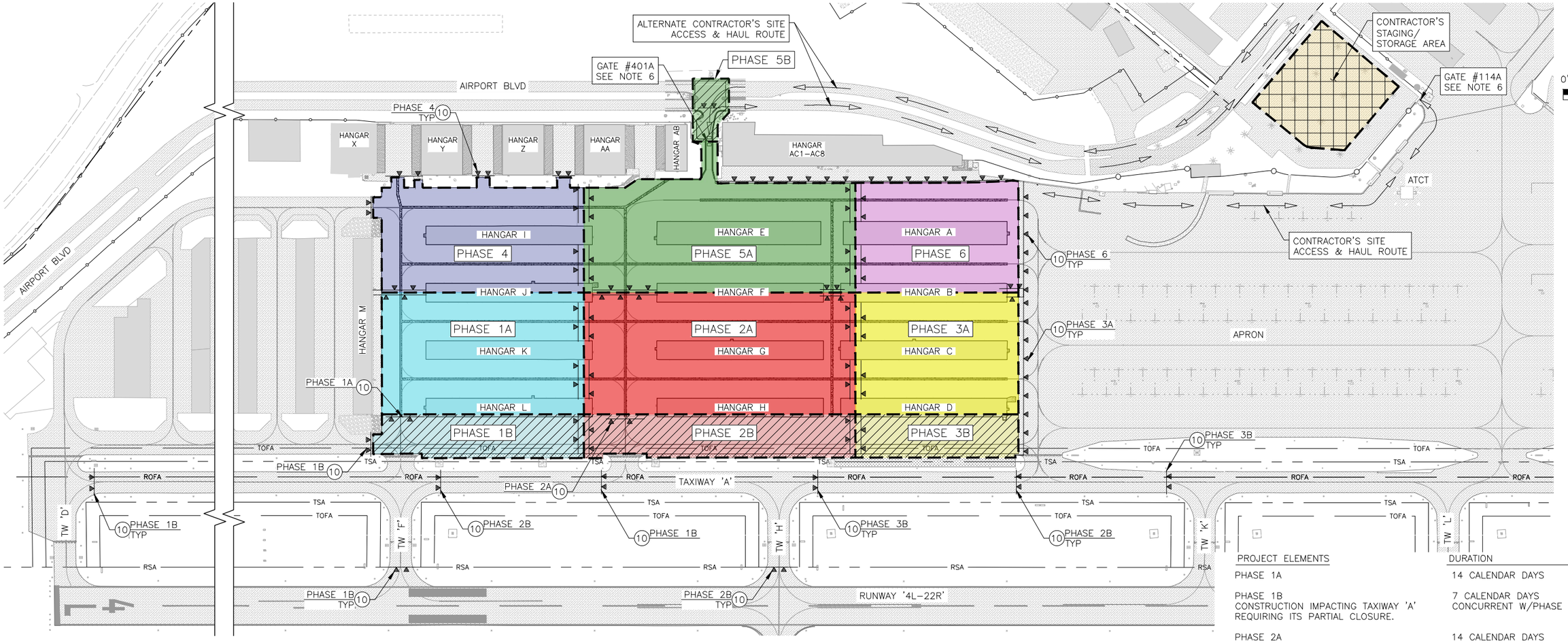
The purpose of this procedure is to standardize the lock-out/tag-out procedures between Electrical Contractors, Airport Electricians, Operations, and the Air Traffic Control Tower. This procedural checklist must be followed to the letter:

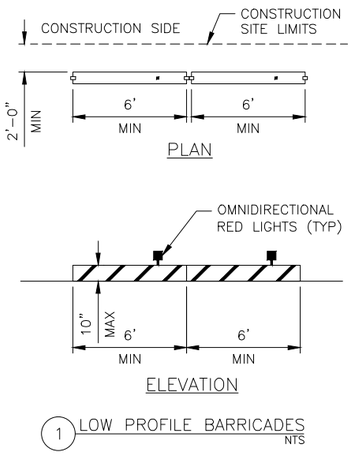
- The Airport electricians responding to a lock-out/tag-out request will coordinate with the ATCT through Operations.
- After Operations notifies electricians of closures, the Airport electricians will turn off the closed runways/taxiways using the airfield computer system.
- The Contractor will supply 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.

18.2.4 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 every employee that enters the site must be wearing said vest. The vest must be worn the entire time that the employee is within the AOA.

Appendix A Construction Safety & Phasing Plan





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.

PHASING NOTES

1. ALL DURATIONS ARE CALENDAR DAYS.
2. BARRICADE PLACEMENT MAY BE ADJUSTED AT THE DISCRETION OF THE CITY AND/OR AIRPORT STAFF TO ACCOMMODATE SPECIFIC AIRCRAFT MOVEMENT NEEDS.
3. CONTRACTOR SHALL HOLD SAFETY BRIEFINGS WITH AIRPORT STAFF PRIOR TO THE START OF PHASE 1.
4. CONTRACTOR SHALL COORDINATE WITH AIRPORT FOR TAXIWAY LIGHTING & SIGNAGE CIRCUIT LOCKOUT/TAGOUT PROCEDURE.
5. TEMPORARY MARKINGS WILL BE PLACED AT 50% RATE IN PHASES 1–6 W/FINAL PAVEMENT MARKINGS BEING PLACED AT LEAST 24 DAYS FOLLOWING PAVING OPERATIONS IN PHASE 7.
6. CONTRACTOR TO PROVIDE THEIR OWN LOCK FOR AIRPORT ACCESS GATE & SHALL PREVENT UNAUTHORIZED ENTRY TO THE AIRPORT.

CONSTRUCTION NOTES

10	LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0	NPI

LEGEND

- PHASE 1A
- PHASE 1B
- PHASE 2A
- PHASE 2B
- PHASE 3A
- PHASE 3B
- PHASE 4
- PHASE 5A
- PHASE 5B
- PHASE 6
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA

PROJECT ELEMENTS	DURATION
PHASE 1A	14 CALENDAR DAYS
PHASE 1B CONSTRUCTION IMPACTING TAXIWAY 'A' REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 1A
PHASE 2A	14 CALENDAR DAYS
PHASE 2B CONSTRUCTION IMPACTING TAXIWAY 'A' REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 2A
PHASE 3A	14 CALENDAR DAYS
PHASE 3B CONSTRUCTION IMPACTING TAXIWAY 'A' REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 3A
PHASE 4	14 CALENDAR DAYS
PHASE 5A	14 CALENDAR DAYS
PHASE 5B CONSTRUCTION IMPACTING AIRPORT BLVD REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 5A
PHASE 6	14 CALENDAR DAYS
SUBSTANTIAL COMPLETION	84 CALENDAR DAYS
STOP TIME (PAVEMENT CURE PERIOD)	28 CALENDAR DAYS (PAVEMENT CURE PERIOD)
PHASE 7 PERMANENT PAVEMENT MARKINGS REQUIRING CLOSURE OF THE ENTIRE CENTRAL HANGAR COMPLEX	2 CALENDAR DAYS
FINAL COMPLETION	5 CALENDAR DAYS
TOTAL DURATION	91 CALENDAR DAYS

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ARIZONA811
Call 811 or click Arizona811.com

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: VS
CROSS CHK'D BY: DHD
APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer (Civil) CERTIFICATE NO. 47425 DUANE H. DANA Date Signed 04/30/25 ARIZONA U.S.A.

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING OVERALL PLAN

PROJECT NO. 1024019.01
FILE NAME: G30-PHAS-OVRL.DWG

APPENDIX A-0

C.O.C. LOG NO. 24-0153, C.O.C. PROJECT NO. AI2501.401

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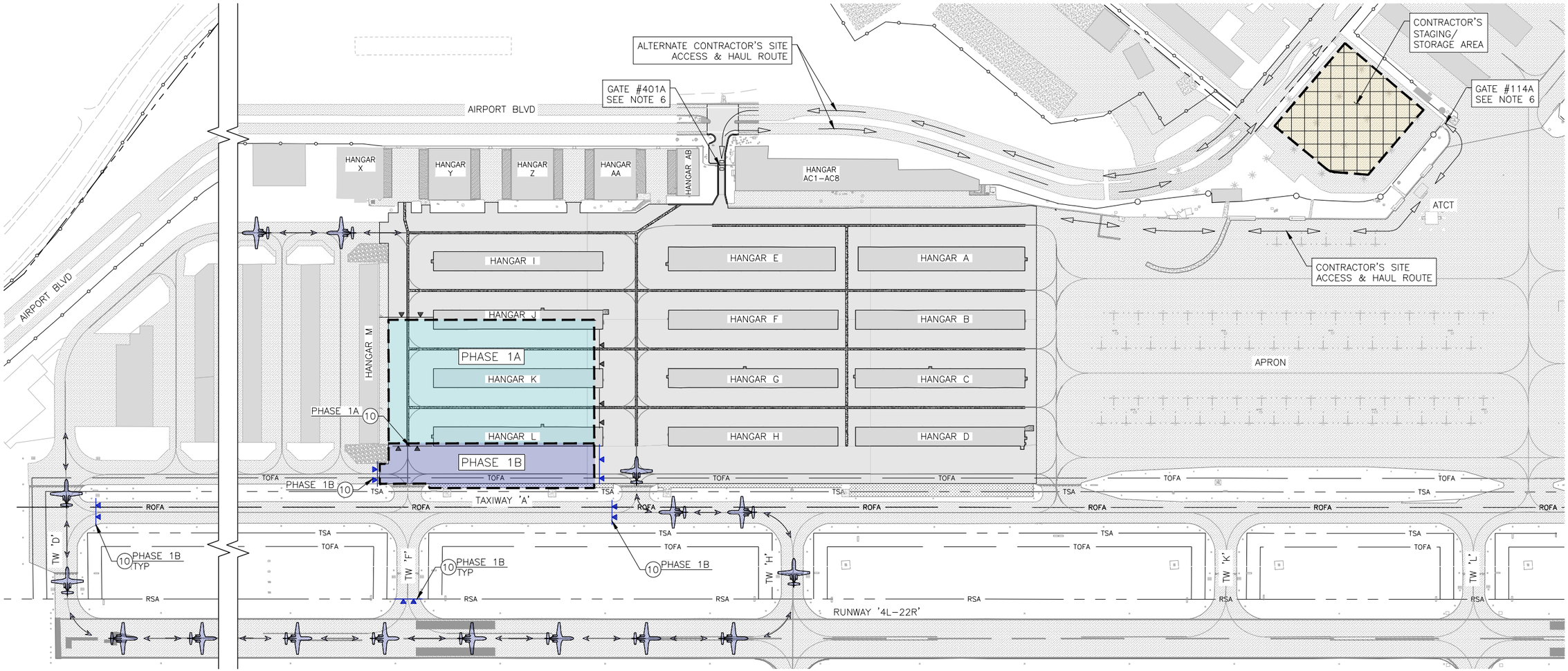

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CONSTRUCTION NOTES

(10) LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0 — NPI

PROJECT ELEMENTS	DURATION
PHASE 1A	14 CALENDAR DAYS
PHASE 1B CONSTRUCTION IMPACTING TAXIWAY 'A' REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 1A

LEGEND

- PHASE 1A
- PHASE 1B
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES
  - PHASE 1A
  - PHASE 1B
- AIRCRAFT ROUTE DURING CONSTRUCTION PHASE 1B

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REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: VS
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SHEET CHK'D BY: VS
CROSS CHK'D BY: DHD
APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer (Civil) CERTIFICATE NO. 47425 DUANE H. DANA ARIZONA U.S.A. Date Signed 04/30/25

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING PHASE 1

PROJECT NO. 1024019.01
FILE NAME: G31-PHAS-1.DWG

APPENDIX A-1

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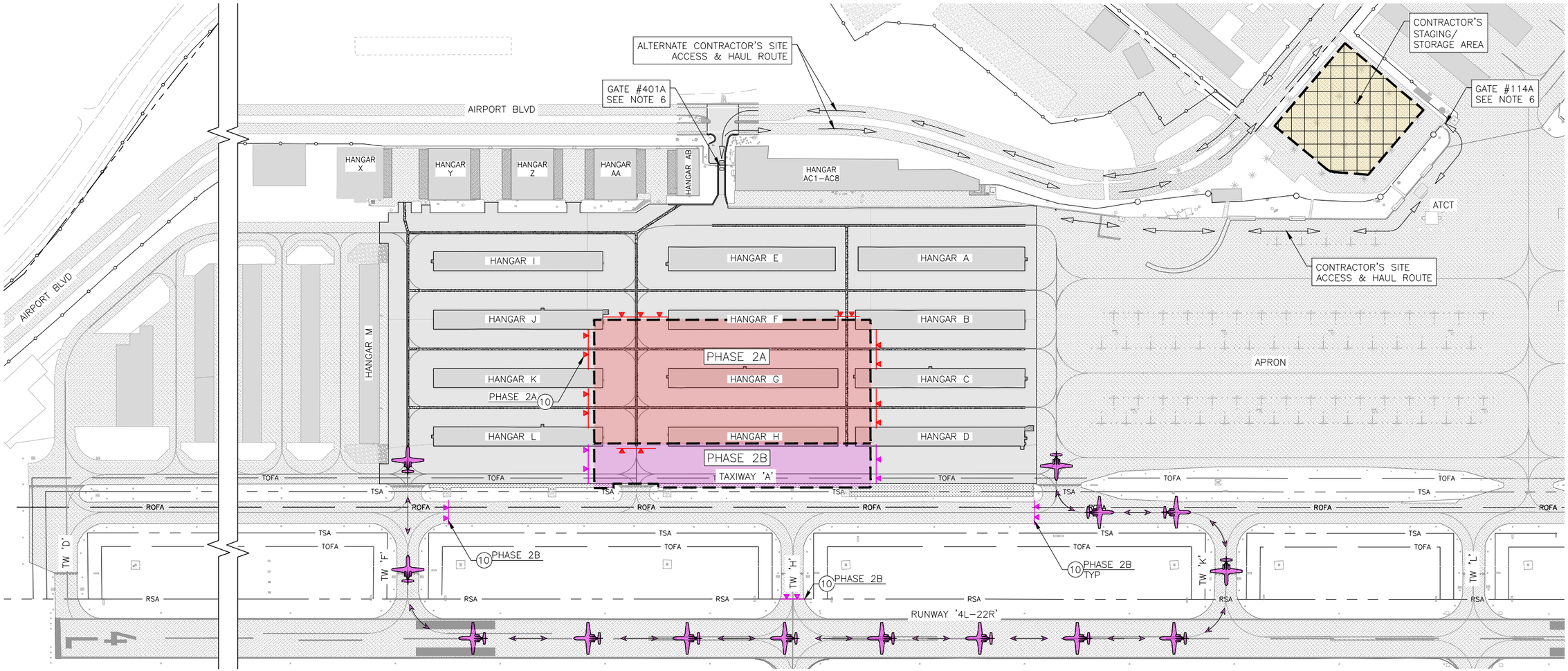
C.O.C. LOG NO. 24-0153, C.O.C. PROJECT NO. AI2501.401



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CONSTRUCTION NOTES

(10) LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0 — NPI

PROJECT ELEMENTS	DURATION
PHASE 2A	14 CALENDAR DAYS
PHASE 2B CONSTRUCTION IMPACTING TAXIWAY 'A' REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 2A

LEGEND

- PHASE 2A
- PHASE 2B
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES
  - PHASE 2A
  - PHASE 2B
- AIRCRAFT ROUTE DURING CONSTRUCTION
  - PHASE 2B

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REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: VS
CROSS CHK'D BY: DHD
APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer CERTIFICATE NO. 47425 DUANE H. DANA Date Signed 04/30/25 ARIZONA U.S.A.

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING PHASE 2

PROJECT NO. 1024019.01
FILE NAME: G32-PHAS-2.DWG

APPENDIX A-2

C.O.C. LOG NO. 24-0153, C.O.C. PROJECT NO. AI2501.401

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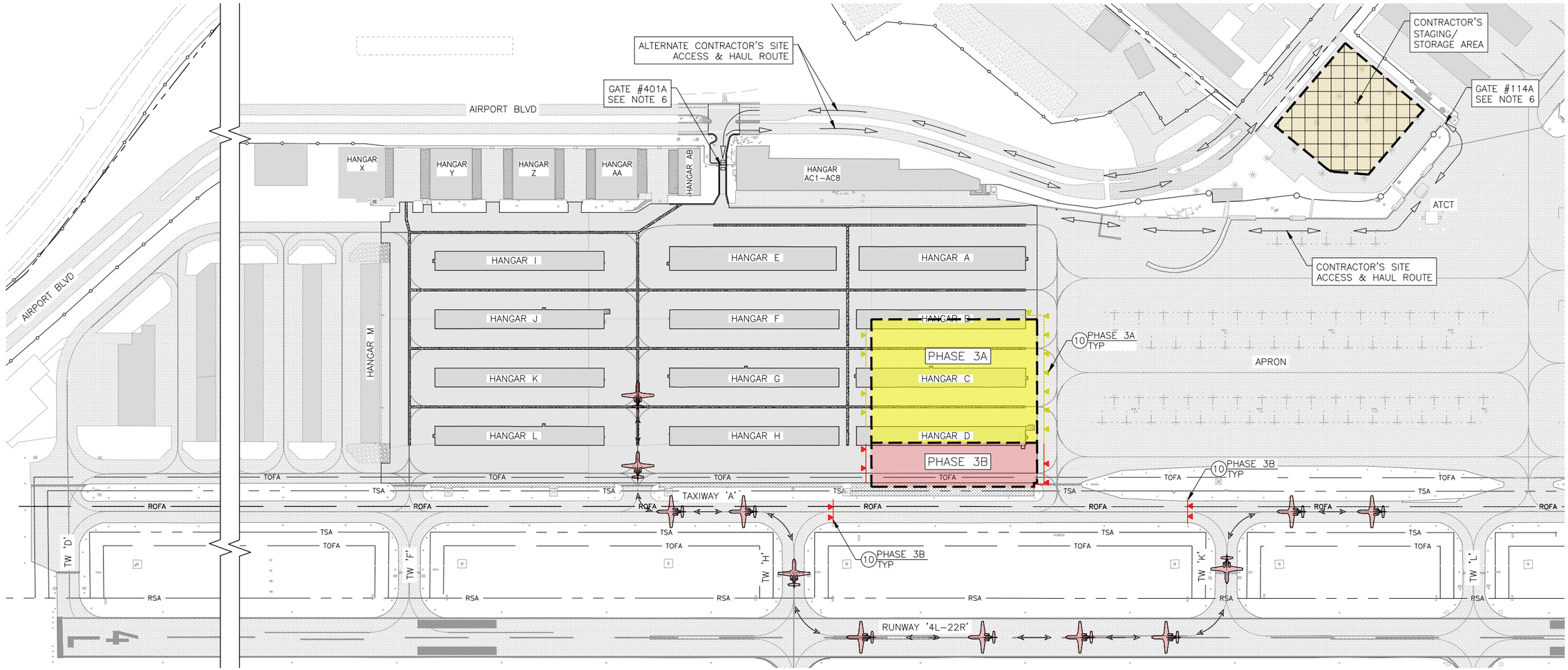

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CONSTRUCTION NOTES

(10)	LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0	NPI

PROJECT ELEMENTS

PHASE 3A

PHASE 3B
CONSTRUCTION IMPACTING TAXIWAY 'A' REQUIRING ITS PARTIAL CLOSURE.

DURATION

14 CALENDAR DAYS

7 CALENDAR DAYS
CONCURRENT W/PHASE 3A

LEGEND

- PHASE 3A
- PHASE 3B
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES
  - PHASE 3A
  - PHASE 3B
- AIRCRAFT ROUTE DURING CONSTRUCTION
  - PHASE 3

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DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: VS
CROSS CHK'D BY: DHD
APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer (Civil) CERTIFICATE NO. 47425 DUANE H. DANA ARIZONA U.S.A. Date Signed 04/30/25

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING PHASE 3

PROJECT NO. 1024019.01
FILE NAME: G33-PHAS-3.DWG

APPENDIX A-3

C.O.C. LOG NO. 24-0153, C.O.C. PROJECT NO. AI2501.401

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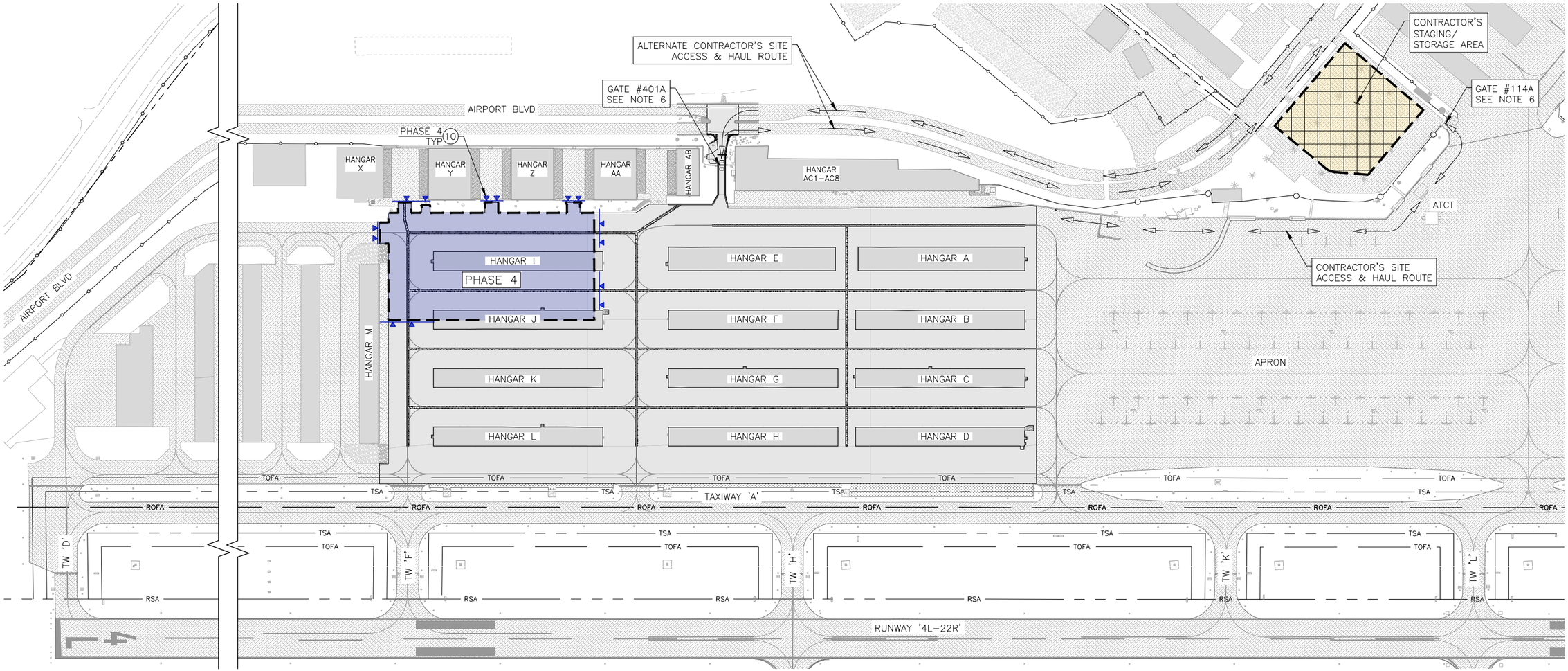

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CONSTRUCTION NOTES

(10)	LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0	NPI

PROJECT ELEMENTS

PHASE 4

DURATION

14 CALENDAR DAYS

LEGEND

- PHASE 4
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES
- PHASE 4

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APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer (Civil) CERTIFICATE NO. 47425 DUANE H. DANA Date Signed 04/30/25 ARIZONA U.S.A.

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CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING PHASE 4

PROJECT NO. 1024019.01
FILE NAME: G34-PHAS-4.DWG

APPENDIX A-4

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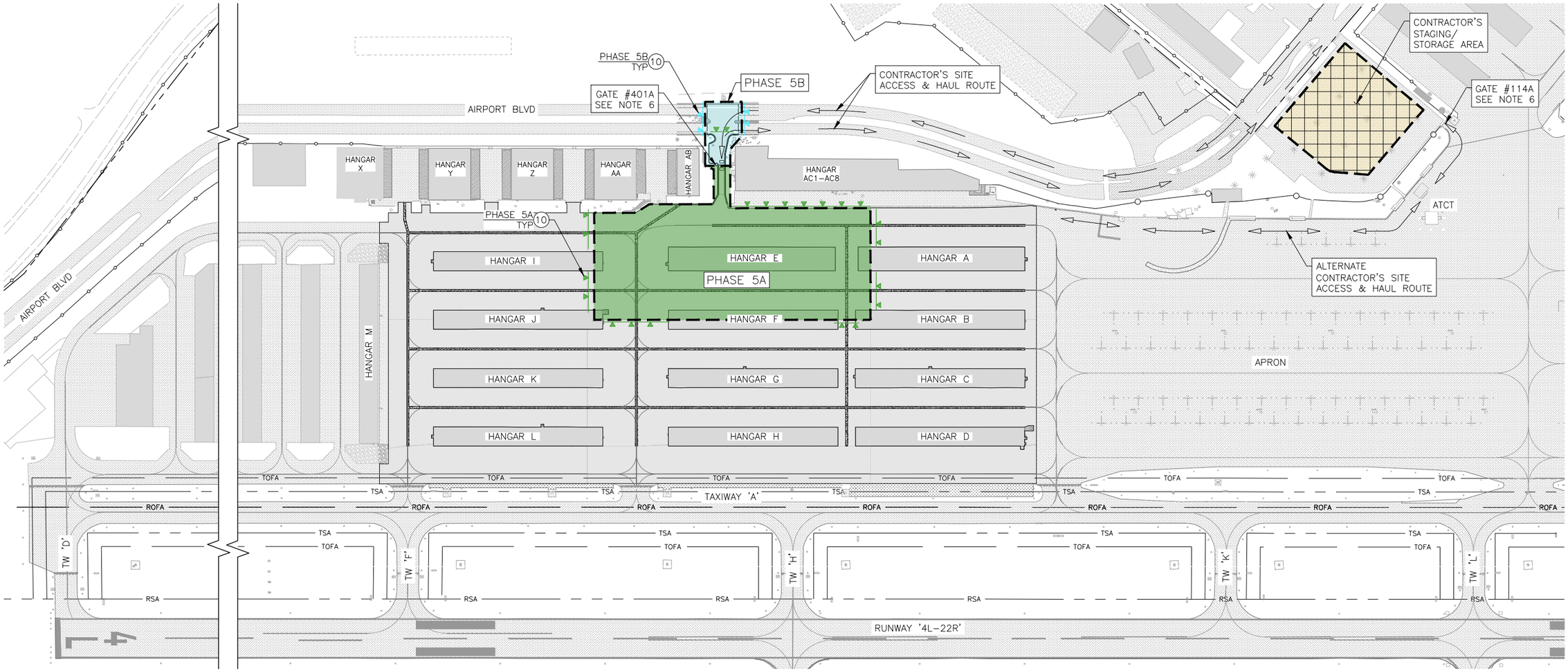

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CONSTRUCTION NOTES

(10)	LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0	NPI

PROJECT ELEMENTS	DURATION
PHASE 5A	14 CALENDAR DAYS
PHASE 5B CONSTRUCTION IMPACTING AIRPORT BLVD REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 5A

LEGEND

- PHASE 5A
- PHASE 5B
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES
  - PHASE 5A
  - PHASE 5B

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REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: VS
CROSS CHK'D BY: DHD
APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer
CERTIFICATE NO. 47425
DUANE H. DANA
(Civil)
ARIZONA U.S.A.
Date Signed 04/30/25

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING PHASE 5

PROJECT NO. 1024019.01
FILE NAME: G34-PHAS-5.DWG

APPENDIX A-5

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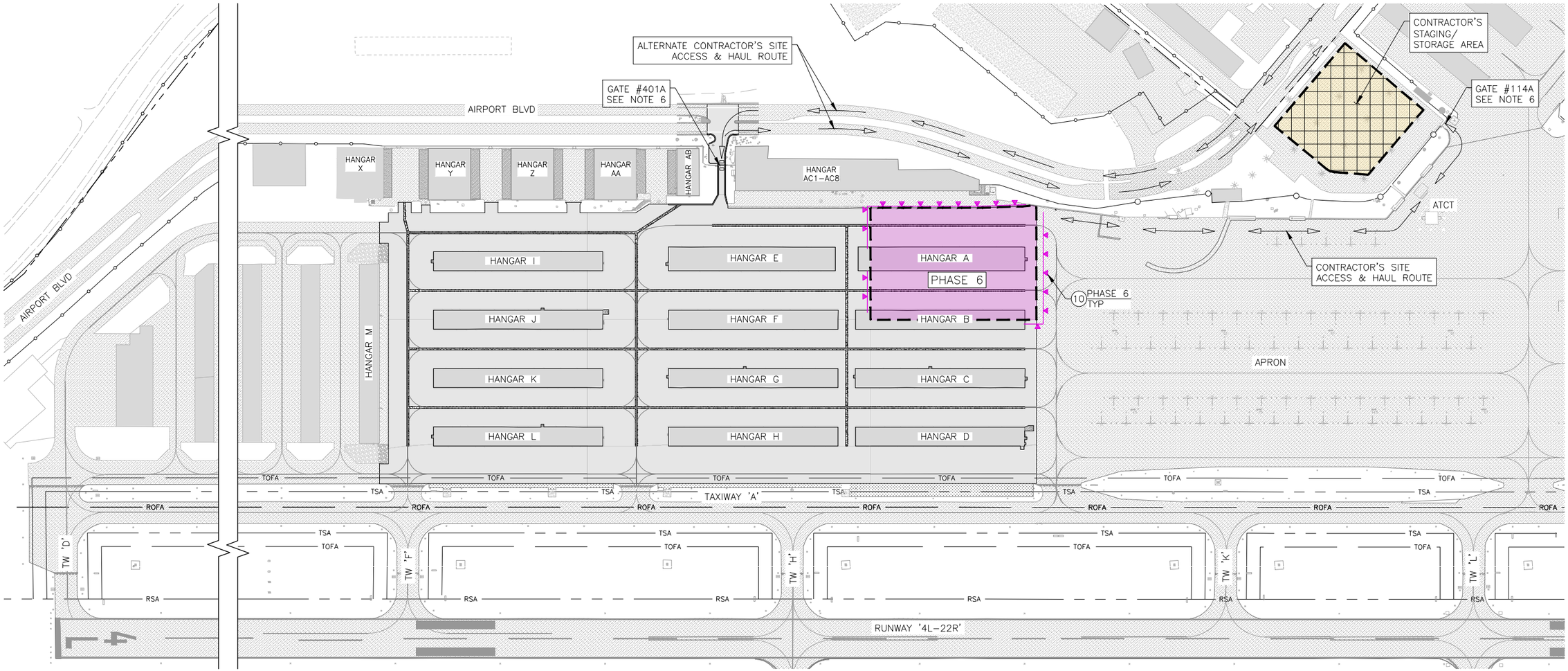
C.O.C. LOG NO. 24-0153, C.O.C. PROJECT NO. AI2501.401



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CONSTRUCTION NOTES

(10)	LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0	NPI

PROJECT ELEMENTS

PHASE 6

DURATION

14 CALENDAR DAYS

LEGEND

- PHASE 6
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES PHASE 6

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DRAWN BY: DSO
SHEET CHK'D BY: VS
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ARIZONA U.S.A.
Date Signed 04/30/25

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING PHASE 6

PROJECT NO. 1024019.01
FILE NAME: G34-PHAS-6.DWG

APPENDIX A-6

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C.O.C. LOG NO. 24-0153, C.O.C. PROJECT NO. AI2501.401

Appendix B Inspection Checklist

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.		

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.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		
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		

FINAL CONSTRUCTION SAFETY & PHASING PLAN

Chandler Municipal Airport
Hangar Area Pavement Reconstruction

CHD Project No.: AI2501.401
Dibble Project No.: 1024019.01

Prepared For: City of Chandler

April 30, 2025

CHANDLER arizona

DIBBLE

FINAL CONSTRUCTION SAFETY & PHASING PLAN

Chandler Municipal Airport

Hangar Area Pavement Reconstruction

CHD Project No.: AI2501.401
Dibble Project No.: 1024019.01

Prepared For:
Chandler Municipal Airport
2380 S Stinson Way
Chandler, AZ 85286

April 30, 2025

Duane Dana, PE
Senior Project Manager

Dibble

Table of Contents

1. COORDINATION 1
   - 1.1 General Project Information 1
   - 1.2 Contractor Progress Meetings 2
   - 1.3 Scope or Schedule Changes 2
   - 1.4 FAA/ATO Coordination 2
2. PHASING 2
3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY 4
   - 3.1 Affected Areas on the Airfield 4
   - 3.2 Mitigation of Effects 5
4. PROTECTION OF NAVIGATION AIDS (NAVAIDS) 6
5. CONTRACTOR ACCESS 7
   - 5.1 General Items 7
   - 5.2 Location of Stockpiled Construction Materials 8
   - 5.3 Vehicle & Pedestrian Operations 8
   - 5.4 Two-Way Radio Communications Procedures 9
   - 5.5 Airport Security 9
6. WILDLIFE MANAGEMENT 10
   - 6.1 Trash 10
   - 6.2 Standing Water 10
   - 6.3 Tall Grass & Weeds 10
   - 6.4 Poorly Maintained Fencing and Gates 10
   - 6.5 Disruption of Existing Wildlife Habitat 10
   - 6.6 Airport Wildlife Management Procedures 10
7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT 10
8. HAZARDOUS MATERIAL MANAGEMENT 11
9. NOTIFICATIONS OF CONSTRUCTION ACTIVITIES 11
   - 9.1 Points of Contact 11
   - 9.2 Local ATO/Technical Operations Personnel 11
   - 9.3 ATCT Managers on Duty 11
   - 9.4 Authorized Representatives to the FAA's Operational Control Center (OCC) 12
   - 9.5 OCC Notification About Closed and/or Hazardous Conditions on the Airfield 12
   - 9.6 Notice to Air Missions (NOTAM) 12
   - 9.7 Emergency Notification Procedures 12
   - 9.8 Coordination with ARFF for Non-Emergency Issues 12
   - 9.9 Notification to the FAA and Airport Users 12
   - 9.10 FAA Notification Under CFR Parts 77 and 157 13
   - 9.11 FAA Reimbursable Agreements 13
   - 9.12 Affected Instrument Approach Procedures 13
10. INSPECTION REQUIREMENTS 13
    - 10.1 Daily (or more frequent) Inspections 13
    - 10.2 Final Inspections 13
    - 10.3 Inspection Checklist 14
11. UNDERGROUND UTILITIES 14
12. PENALTIES 14
13. SPECIAL CONDITIONS 14
14. RUNWAY & TAXIWAY VISUAL AIDS 15
    - 14.1 General 15
    - 14.2 Markings 15
    - 14.3 Lighting and Visual Aids 15
    - 14.4 Signs 15
15. MARKING & SIGNS FOR ACCESS ROUTES 15

16. HAZARD MARKING & LIGHTING 16
16.1 General 16
16.2 Barricades 16
16.3 Work Zone Lighting for Nighttime Construction 17
17. PROTECTION OF RSA'S, TSA'S, OFA'S, OFZ'S, AND APPROACH/DEPARTURE SURFACES 17
17.1 Runway Safety Area (RSA) 17
17.2 Obstacle Free Zone (OFZ) 17
17.3 Runway Object Free Area (ROFA) 17
17.4 Taxiway Safety Area (TSA) 17
17.5 Taxiway Object Free Area (TOFA) 18
17.6 Runway Approach & Departure Surfaces 18
18. OTHER LIMITATIONS ON CONSTRUCTION 18
18.1 Prohibitions 18
18.2 Restrictions 19

Appendices

Appendix A Construction Phasing Plans ..... A
Appendix B Inspection Checklist ..... B

1. COORDINATION

1.1 General Project Information

This project is located at Chandler Municipal Airport (Airport or CHD). The project includes construction of grading and paving improvements intended to promote drainage away from the hangar structures in the Central Hangar Complex.

This *Construction Safety and Phasing Plan* (CSPP) provides specific information to the Contractor and/or Subcontractors contracted to carry out the construction contract for this project. This plan includes the requirements and procedures for accident prevention, safety requirements, and security considerations at CHD. 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 is required to submit a *Safety Plan Compliance Document* (SPCD) to CHD describing how the contractor will comply with the requirements set forth in the CSPP.

The Contractor or Subcontractor shall conduct their operations in a manner that will provide safe working conditions for all employees, and the 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, Subcontractor or suppliers of the obligations assumed by the Contractor under contract with the Airport or as required by law.

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 Conference will be scheduled prior to the issuance of the Notice to Proceed. Invitees and attendees will include City and Airport staff; the Engineer-of-Record; the RPR; the Contractor's Project Manager/Superintendent; and representatives from the Air Traffic Control Tower (ATCT). Relevant safety-related issues will be discussed in detail at this meeting.

Topics of discussion will include the FAA Advisory Circular (AC) 150/5370-2G: *Operational Safety on Airports During Construction*; project scope; the RPR's responsibility; identifying the Contractor's Superintendent; NOTAM responsibility; phasing and scheduling of work; Notice to Proceed date; safety during construction; 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 Airport staff, the Engineer and the Contractor to identify affected areas during construction.

1.2 Contractor Progress Meetings

Weekly construction progress meetings will be held where the invitees and attendees will include at minimum the Airport staff, the 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 the SPCD will be reviewed and discussed.

1.3 Scope or Schedule Changes

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

1.4 FAA/ATO Coordination

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

2. PHASING

The project will be constructed in five phases, as displayed in **Appendix A** – *Construction Phasing Plans*. 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.

Phase 1A. Phase 1A & 1B will include the reconstruction of approximately 9,860 Square Yards (SY) of asphalt concrete (AC) pavement and 3,685 Square Feet (SF) of concrete valley gutter.

- The construction duration shall be **14 Calendar Days**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Phase 1B.

- The construction duration shall be **7 Calendar Days** concurrent with **Phase 1A**.
- A partial closure of Taxiway 'A' from Connector Taxiways 'D' and 'H' will be required while work occurs inside the TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Phase 2A. Phase 2A & 2B will include the reconstruction of approximately 14,206 SY of AC pavement and 6,183 SF of concrete valley gutter.

- The construction duration shall be **14 Calendar Days**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.

- Public access for tenants for the open hangars will be through Gate #401A.

Phase 2B.

- The construction duration shall be **7 Calendar Days** concurrent with **Phase 2A**.
- A partial closure of Taxiway 'A' between Connector Taxiways 'F' and 'K' will be required while work occurs inside the TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Phase 3A. Phase 3A &3B will include the reconstruction of approximately 7,729 SY of AC pavement and 2,362 SF of concrete valley gutter.

- The construction duration shall be **14 Calendar Days**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Phase 3B.

- The construction duration shall be **7 Calendar Days** concurrent with **Phase 3A**.
- A partial closure of Taxiway 'A' between Connector Taxiways 'H' and 'K' will be required while work occurs inside the TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Phase 4. This will include the reconstruction of approximately 6,669 SY of AC pavement and 2,620 SF of concrete valley gutter.

- The construction duration shall be **14 Calendar Days**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Phase 5A. Phase 5A &5B will include the reconstruction of approximately 10,205 SY of AC pavement and 5,465 SF of concrete valley gutter.

- The construction duration shall be **14 Calendar Days**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #401A.

- Public access for tenants for the open hangars will be through Gate #114A.

Phase 5B.

- The construction duration shall be **7 Calendar Days** concurrent with **Phase 5A**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #401A.
- Public access for tenants for the open hangars will be through Gate #114A.

Phase 6. This will include the reconstruction of approximately 7,729 SY of AC pavement and 2,362 SF of concrete valley gutter.

- The construction duration shall be **14 Calendar Days**.
- No taxiway closures are required as all work will occur outside of any TOFA.
- Hangar taxilanes within the phase limits will be closed.
- Construction access will be through Vehicular Access Gate #114A.
- Public access for tenants for the open hangars will be through Gate #401A.

Substantial Completion – 84 Calendar Days. This will mark the completion of all construction in Phases 1 through 6. A pre-final walk-though will be completed by the RPR, Airport Staff, and the Contractor. The Contractor shall be provided with a Substantial Completion letter including a punchlist of any remaining items to complete before Final Completion. The construction warranty will begin from this date.

Stop Time – 28 Calendar Days. This will consist of a pavement cure period before permanent marking in Phase 7 below.

Phase 7 – 2 Calendar Days. This will consist of permanent marking the entire project area. This will require a closure of the entire Central Hangar Complex in close coordination with Airport Operations.

Final Completion – 5 Calendar Days – Total 91 Calendar Days. This will include the completion of all punchlist items noted on the Substantial Completion letter, final clean-up and demobilization.

3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

3.1 Affected Areas on the Airfield

3.1.1 Closed or Partially Closed Facilities

A rolling closure of the hangars in the Central Hangar Complex including the Executive Hangars by the airport entrance will be required for the duration of this project. For runway and taxiway closures, reference **Section 2** *Phasing*.

3.1.2 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 Blast Protection Procedures

The 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.

3.1.5 Utilities for Firefighting

There are multiple fire hydrants located in the project area, however, these will be protected in place and no impact to water distribution is anticipated. While every effort has been made to include the locations and depths of known utilities within the project area, the Contractor will be required to pothole for utilities to avoid damage to them.

3.1.6 Affected Approach and Departure Surfaces

The Contractor will be required to abide by the Part 77 airspace requirements 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 15-ft will be submitted to OE/AAA to be evaluated for Airspace impact.

Construction activity shall be prohibited when equipment penetrates the imaginary surface described in Title 14 CFR Part 77 and any restricted area as defined in the current edition of FAA AC 150/5300-13A, *Airport Design*, unless a favorable airspace finding has been made by the FAA and the Airport and approved by Airport Operations. Equipment that penetrates the Part 77 imaginary surface must display a red obstruction light during nighttime use and an orange and white checkered flag during the day.

3.1.7 Affected Instrument Approach Procedures and NAVAID Critical Areas

No Instrument Approach Procedure or NAVAID Critical Area will be impacted by the project.

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 –** *Construction Phasing Plans*. 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 all construction entrances to the airfield when in use. Gate guards will not be required if the gates are closed and locked.

Transient haul truck drivers are required to check in with the Contractor's 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. 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. Additionally, during times of low visibility or darkness, the drivers shall be required to use a flashing amber beacon.

3.2.2 Temporary Taxi Operations

Temporary taxi operations and alternate routes to accommodate aircraft movement needs are discussed for each project phase in **Section 2** *Phasing*.

3.2.3 Detours for ARFF and Other Airport Vehicles

The 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

Essential utilities are not anticipated to be impacted in this project. The Contractor will be required to provide temporary means to any impacted utilities until the impacted utilities are restored.

3.2.5 Temporary 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.

4. PROTECTION OF NAVIGATION AIDS (NAVAIDS)

There are no NAVAIDs within the project area, and no impact to any are anticipated by this project.

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.

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. Typical FAA fines are ten thousand dollars ($10,000.00) or more per incident.

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 Stockpiled Construction Materials

All contractor materials, equipment and supplies shall be within the Contractor's designated staging and storage area. All 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 object 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 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.

- 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.

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 with the exception of 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' x 3' 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.

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

5.3.5 Construction Vehicle Operations Within AOA

For the purposes of this project, the AOA is defined as any area within the secured (fenced) area of the Airport. 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 (15 MPH maximum) 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.
- Without constant observance for operating aircraft.

5.4 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 *Airfield Safety and Security* bid item and no separate payments will be made.

5.5 Airport Security

Any time access is required within the Airport Operations Areas (AOA) the Contractor shall be responsible for assuring that no breaches of airport security occur. The AOA is fenced and must remain fenced at all times. The gates will remain closed and locked or a guard (with an airport issued access card) will be provided at the Contractor's expense. The Contractor will furnish gate guards with rosters of his personnel and ensure that each individual has adequate identification. The duplicate keys for each lock will be turned over to Airport authorities. The following additional measure must also be taken:

- Persons authorized to provide escorts include Airport staff and designated contractor supervisors. Failure to provide an escort can result in loss of escort privileges, fines, revocation of the access card, or all three.

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.

6. WILDLIFE MANAGEMENT

6.1 Trash

The Contractor shall perform daily inspections of the work areas (including the Contractor's staging 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.

6.2 Standing Water

The Contractor shall conduct his/her 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 his/her 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 in use. Any fencing installed by the Contractor shall be maintained to prevent the intrusion of wildlife.

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 nearest Airport employee.

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. Furthermore, once any portion of any construction is ready to be opened to aircraft traffic, the Contractor, RPR, and Airport personnel shall walk the area to determine that all 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 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.

9. NOTIFICATIONS OF CONSTRUCTION ACTIVITIES

9.1 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 will be handled through the Airport, with assistance from the RPR and/or Contractor as needed.

Contact	Phone Number	Availability
TBD Resident Project Representative	---	Construction Hours
Duane Dana, P.E. Engineer-of-Record, Dibble	480-365-9056	Mon-Fri, 8:00am to 5:00pm
Office Mainline CHD Operations	480-782-3540	(Mon-Fri, 8:00 am to 5:00 pm)
Scott Rinkenberger 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 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.

9.6 Notice to Air Missions (NOTAM)

Construction NOTAM's will be filed by the Airport staff 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.

9.7 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 Coordination with ARFF for Non-Emergency Issues

The Airport does not have an ARFF facility. The Contractor shall contact the Airport Manager concerning non-emergency issues of the following:

- The deactivation and subsequent reactivation of water lines and fire hydrant.
- The establishment, re-routing, or blocking of emergency routes.
- The use of hazardous materials on the airfield.

9.9 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.

9.10 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, NOTAM's, 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

An FAA Reimbursable Agreement is not a method of funding for this project.

9.12 Affected Instrument Approach Procedures

No Instrument approach procedure is affected by this project.

10. INSPECTION REQUIREMENTS

10.1 Daily (or more frequent) Inspections

Daily inspections will be required for areas requiring haul routes on active airfield pavements to ensure that FOD is minimized. In addition, daily inspections of Contractor access areas will be performed to help ensure safety on the airfield. Daily inspections will be conducted by an Airport Operations employee, a Contractor representative, and the RPR.

Special inspections will be required for airfield pavements that are ready to be re-opened to aircraft traffic after completion of the project. Special inspections will also be attended by an Airport Operations employee, a Contractor representative, and the RPR.

All discrepancies noted in the inspection must be corrected to the satisfaction of the RPR prior to the Contractor leaving the worksite.

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 areas.

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, FAA, 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 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 areas.

10.3 Inspection Checklist

The Airport Manager, Operations Manager, the Engineer/Construction Manager/RPR, and the Contractor will utilize **Appendix B –** *Inspection Checklist* for evaluating the Contractor's adherence to the contract documents and this CSPP, as well as for reopening any areas to aircraft traffic.

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, and placement of barricades along utility lines and at manholes. 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 he is working. The nearest Airport Operations employee will be expected to notify all Contractor personnel in the vicinity and 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 Airport personnel directions and may not return to the subject work area until given the permission 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.

14. RUNWAY & TAXIWAY VISUAL AIDS

14.1 General

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 a 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.

14.2 Markings

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

14.3 Lighting and Visual Aids

Lighting and signs 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 placed end-to-end to prevent ground vehicle traffic from moving onto active airfield pavements (barring a deliberate act), and alert aircraft traffic of closed facilities.

Appendix A – *Construction Phasing Plans* show 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 150/5340-30: *Design and Installation Details for Airport Visual Aids*, AC 150/5345-50: *Specification for Portable Runway and Taxiway Lights*, AC 150/5345-53: *Airport Lighting Certification Program*, AC 150/5345-44: *Specification for Runway and Taxiway Signs*, AC 50/5340-18: *Standards for Airport Sign Systems*, and AC 150/5345-53: *Airport Lighting Certification Program*, as required.

14.4 Signs

Airfield signage illuminated to indicate an open facility that is closed due to construction shall be covered and secured with a material that prevents light leakage. Signs may be partially covered as several 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 AC 150/5340-18G: *Standards for Airport Sign Systems* 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

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.

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.

16.1.1 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 the vicinity of active aircraft. This can include the use of hearing protection and the securing of clothing and hardhats while working.

16.2 Barricades

16.2.1 Placement

Construction areas will be barricaded with either vertical panel or low-profile barricades on aircraft movement areas. For construction areas that do not include aircraft operating areas, vertical panel barricades may be used to prohibit vehicle and pedestrian traffic. 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. 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.

Low-profile barricades shall be placed end-to-end to prevent ground vehicle traffic from moving onto active airfield pavements (barring a deliberate act), and alert aircraft traffic of closed facilities.

16.2.2 Lights

Red LED 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 MUTCD. Additional lighting shall be provided if determined necessary by Airport Operations.

16.2.3 Supplement Barricades with Signs

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

16.2.4 Maintenance

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.

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.

16.3 Work Zone Lighting for Nighttime Construction

Lighting equipment must adequately illuminate the work area for construction performed during nighttime hours following minimum illumination levels per AC 150/5370-10H, *Standard Specifications for Construction of Airports*.

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

17.1 Runway Safety Area (RSA)

The project does not include work within any runway safety area.

17.2 Obstacle Free Zone (OFZ)

This project does not include work within any runway object free zone.

17.3 Runway Object Free Area (ROFA)

This project does not include work within any runway object free area.

17.4 Taxiway Safety Area (TSA)

Any taxiway having construction within its Safety Area and Object Free Area will be closed during construction duration/hours. No equipment or tools will be left unattended within the TOFA as the Contractor will be required to move these items to the staging and storage area when not in use.

17.4.1 Requirements for Open Procedures

Prior to any taxiway being reopened, the Contractor will be required to:

- Provide a sweeper truck and/or vacuum truck and clean the taxiway pavement in the vicinity of the work areas;
- Temporarily safe-up the graded/infield areas such that there are no humps, ruts, depressions, equipment, tools, or other materials within the TSA;
- Ensure that any excavation within the TSA is filled and compacted;
- Perform a FOD/safety walk of the taxiway pavement and the adjacent graded/infield areas with construction inspection and Airport staff to ensure compliance with these procedures;
- Remove the low-profile barricades from the applicable taxiways;
- Perform any additional necessary actions as a result of the FOD/safety walk as required by the construction inspection and/or Airport staff.
- Remove any barricades used for the temporary nightly closure.

17.4.2 Appropriate Covering of Excavations Within TSA's

Any excavation within any TSA shall be filled and compacted prior to reopening a taxiway.

17.4.3 Marking of Excavations and Open Trenches

Hazards, such as open trenches, major excavations, manholes, and steep embankments shall be barricaded, lighted, and outlined with appropriate caution tape 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. See **Section 16** *Hazard Marking & Lighting* for further information.

17.4.4 Maintenance of TSA's

The Contractor will be required to maintain the TSA while work is being performed in the area. Upon completion of work within the TSA, the Contractor will be required to leave the area in accordance with TSA standards, or as identified in the plans.

17.5 Taxiway Object Free Area (TOFA)

Any taxiway having construction within its Object Free Area will be closed during construction duration/hours. No equipment or tools will be left unattended within the TOFA as the Contractor will be required to move these items to the staging and storage area when not in use. See **Section 17.4** *Taxiway Safety Area (TSA)* for further information.

17.6 Runway Approach & Departure Surfaces

It is not anticipated that any construction of this project will impact a Runway Approach or Departure Surface or Clearway.

18. OTHER LIMITATIONS ON CONSTRUCTION

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 within 1,000-ft of the Airport property.

18.2 Restrictions

18.2.1 Tall Equipment

The use of tall equipment is not permitted unless a 7460-1 determination letter is issued.

18.2.2 Open Flame Welding and Torches

Open flame welding and the use of torches shall be approved by the Airport prior to the project commencing. If this type of work is required on this project, the Contractor shall notify the Airport at least 48 hours in advance of the work.

18.2.3 Airfield Lighting Vault Lock-Out/Tag-Out Policy

Prior to opening any electrical pull box or light cans, the appropriate circuits will be tagged and locked out at the vault room in accordance with OSHA requirements. A pre-event meeting shall be held on site at least 48 hours in advance of the work with the Contractor, the Airport, and the RPR to review the work undertaken, to familiarize all parties with the existing system and controls that will shut down and re-started, and to confirm lock-out/tag-out procedures used. The Contractor shall provide multi-position hasp and both the Contractor and the Airport will attach their own separate locks. No system shall be energized until such time that both parties have removed their locks, indicating a safe situation to energize. The system will be checked for functionality by the Contractor in the presence of a CHD staff member before leaving the project site.

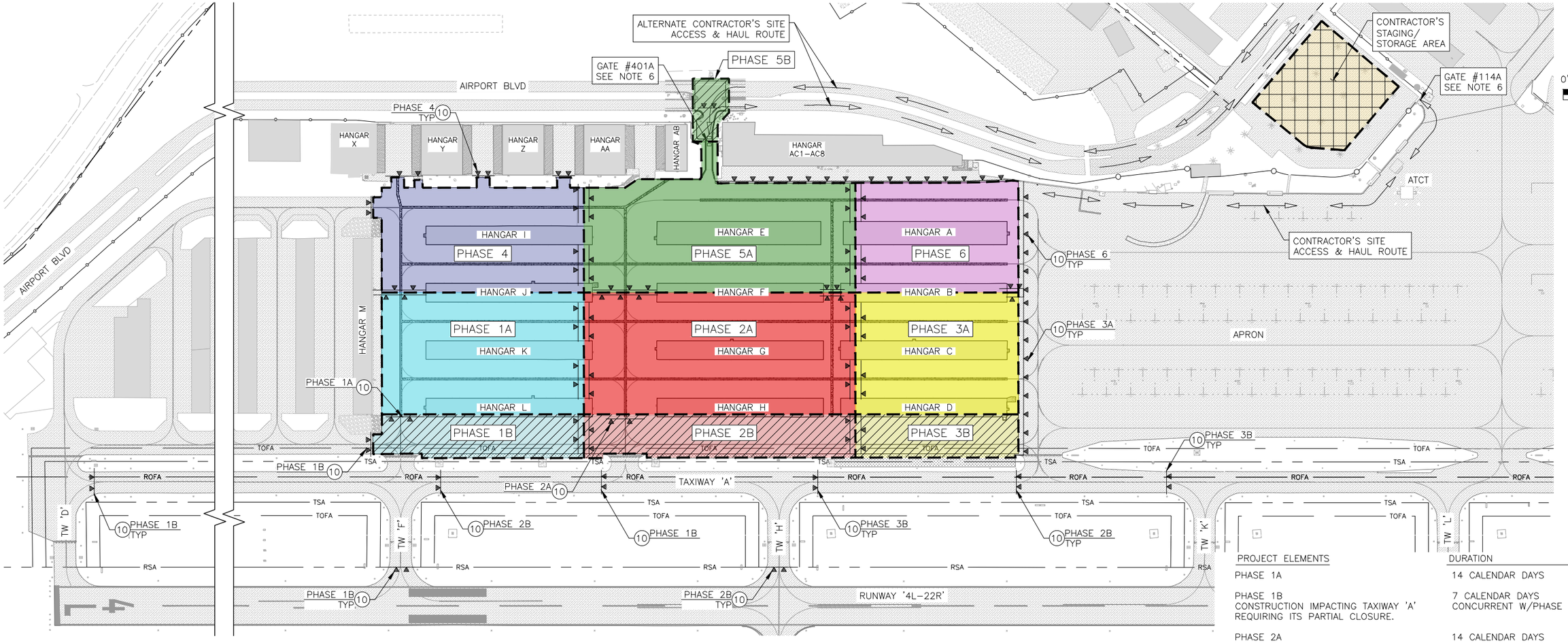
The purpose of this procedure is to standardize the lock-out/tag-out procedures between Electrical Contractors, Airport Electricians, Operations, and the Air Traffic Control Tower. This procedural checklist must be followed to the letter:

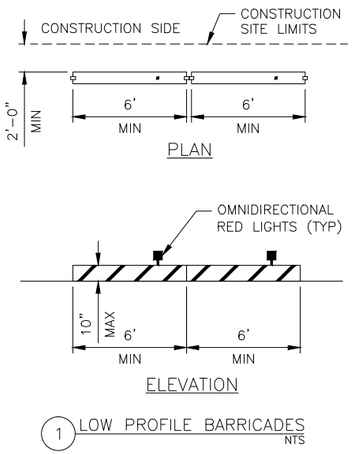
- The Airport electricians responding to a lock-out/tag-out request will coordinate with the ATCT through Operations.
- After Operations notifies electricians of closures, the Airport electricians will turn off the closed runways/taxiways using the airfield computer system.
- The Contractor will supply 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.

18.2.4 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 every employee that enters the site must be wearing said vest. The vest must be worn the entire time that the employee is within the AOA.

Appendix A Construction Phasing Plans





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.

PHASING NOTES

1. ALL DURATIONS ARE CALENDAR DAYS.
2. BARRICADE PLACEMENT MAY BE ADJUSTED AT THE DISCRETION OF THE CITY AND/OR AIRPORT STAFF TO ACCOMMODATE SPECIFIC AIRCRAFT MOVEMENT NEEDS.
3. CONTRACTOR SHALL HOLD SAFETY BRIEFINGS WITH AIRPORT STAFF PRIOR TO THE START OF PHASE 1.
4. CONTRACTOR SHALL COORDINATE WITH AIRPORT FOR TAXIWAY LIGHTING & SIGNAGE CIRCUIT LOCKOUT/TAGOUT PROCEDURE.
5. TEMPORARY MARKINGS WILL BE PLACED AT 50% RATE IN PHASES 1–6 W/FINAL PAVEMENT MARKINGS BEING PLACED AT LEAST 24 DAYS FOLLOWING PAVING OPERATIONS IN PHASE 7.
6. CONTRACTOR TO PROVIDE THEIR OWN LOCK FOR AIRPORT ACCESS GATE & SHALL PREVENT UNAUTHORIZED ENTRY TO THE AIRPORT.

CONSTRUCTION NOTES

10	LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0	NPI

LEGEND

- PHASE 1A
- PHASE 1B
- PHASE 2A
- PHASE 2B
- PHASE 3A
- PHASE 3B
- PHASE 4
- PHASE 5A
- PHASE 5B
- PHASE 6
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA

PROJECT ELEMENTS	DURATION
PHASE 1A	14 CALENDAR DAYS
PHASE 1B CONSTRUCTION IMPACTING TAXIWAY 'A' REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 1A
PHASE 2A	14 CALENDAR DAYS
PHASE 2B CONSTRUCTION IMPACTING TAXIWAY 'A' REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 2A
PHASE 3A	14 CALENDAR DAYS
PHASE 3B CONSTRUCTION IMPACTING TAXIWAY 'A' REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 3A
PHASE 4	14 CALENDAR DAYS
PHASE 5A	14 CALENDAR DAYS
PHASE 5B CONSTRUCTION IMPACTING AIRPORT BLVD REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 5A
PHASE 6	14 CALENDAR DAYS
SUBSTANTIAL COMPLETION	84 CALENDAR DAYS
STOP TIME (PAVEMENT CURE PERIOD)	28 CALENDAR DAYS (PAVEMENT CURE PERIOD)
PHASE 7 PERMANENT PAVEMENT MARKINGS REQUIRING CLOSURE OF THE ENTIRE CENTRAL HANGAR COMPLEX	2 CALENDAR DAYS
FINAL COMPLETION	5 CALENDAR DAYS
TOTAL DURATION	91 CALENDAR DAYS

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

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: VS
CROSS CHK'D BY: DHD
APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer (Civil) CERTIFICATE NO. 47425 DUANE H. DANA Date Signed 04/30/25 ARIZONA U.S.A.

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING OVERALL PLAN

PROJECT NO. 1024019.01
FILE NAME: G30-PHAS-OVRL.DWG

APPENDIX A-0

C.O.C. LOG NO. 24-0153, C.O.C. PROJECT NO. AI2501.401

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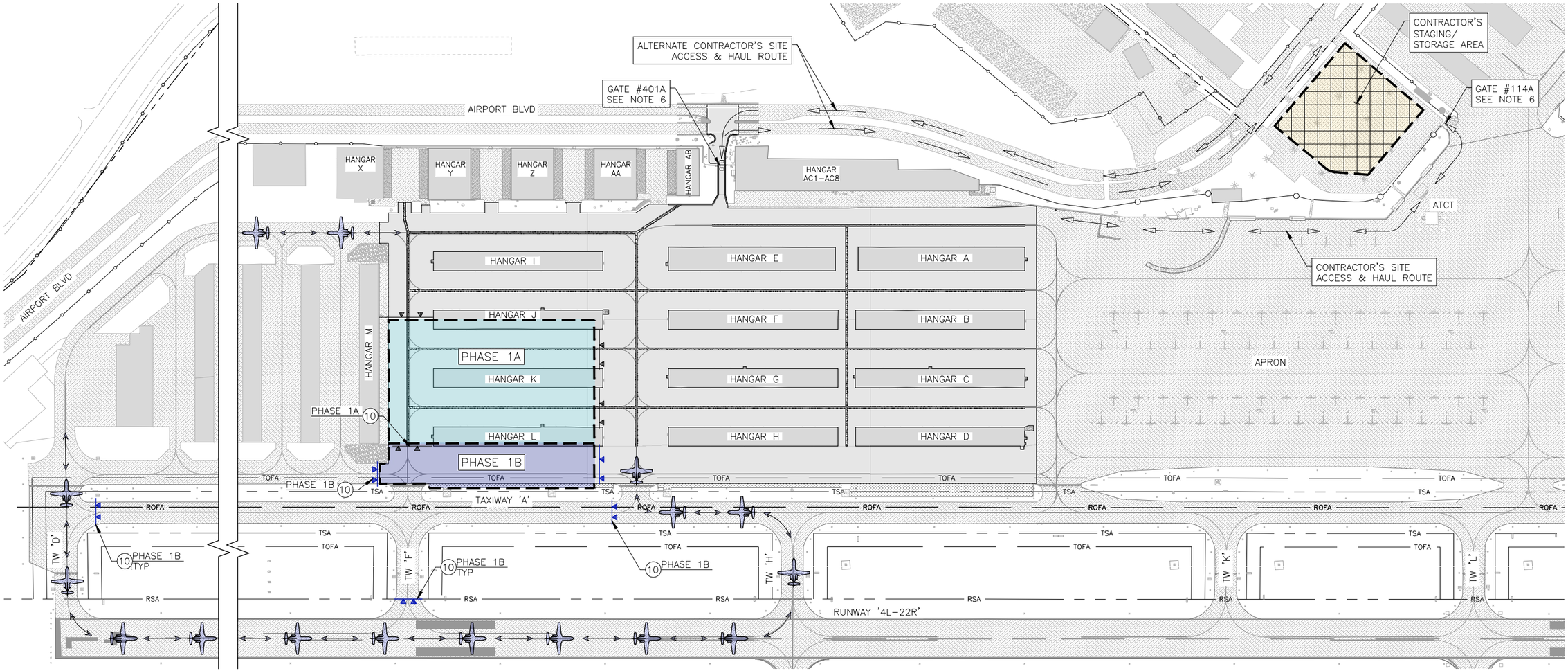

PHASING NOTES

1. ALL DURATIONS ARE CALENDAR DAYS.
2. BARRICADE PLACEMENT MAY BE ADJUSTED AT THE DISCRETION OF THE CITY AND/OR AIRPORT STAFF TO ACCOMMODATE SPECIFIC AIRCRAFT MOVEMENT NEEDS.
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6. CONTRACTOR TO PROVIDE THEIR OWN LOCK FOR AIRPORT ACCESS GATE & SHALL PREVENT UNAUTHORIZED ENTRY TO THE AIRPORT.

CONSTRUCTION NOTES

(10) LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0 — NPI

PROJECT ELEMENTS	DURATION
PHASE 1A	14 CALENDAR DAYS
PHASE 1B CONSTRUCTION IMPACTING TAXIWAY 'A' REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 1A

LEGEND

- PHASE 1A
- PHASE 1B
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES
  - PHASE 1A
  - PHASE 1B
- AIRCRAFT ROUTE DURING CONSTRUCTION PHASE 1B

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

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: VS
CROSS CHK'D BY: DHD
APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer (Civil) CERTIFICATE NO. 47425 DUANE H. DANA ARIZONA U.S.A. Date Signed 04/30/25

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING PHASE 1

PROJECT NO. 1024019.01
FILE NAME: G31-PHAS-1.DWG

APPENDIX A-1

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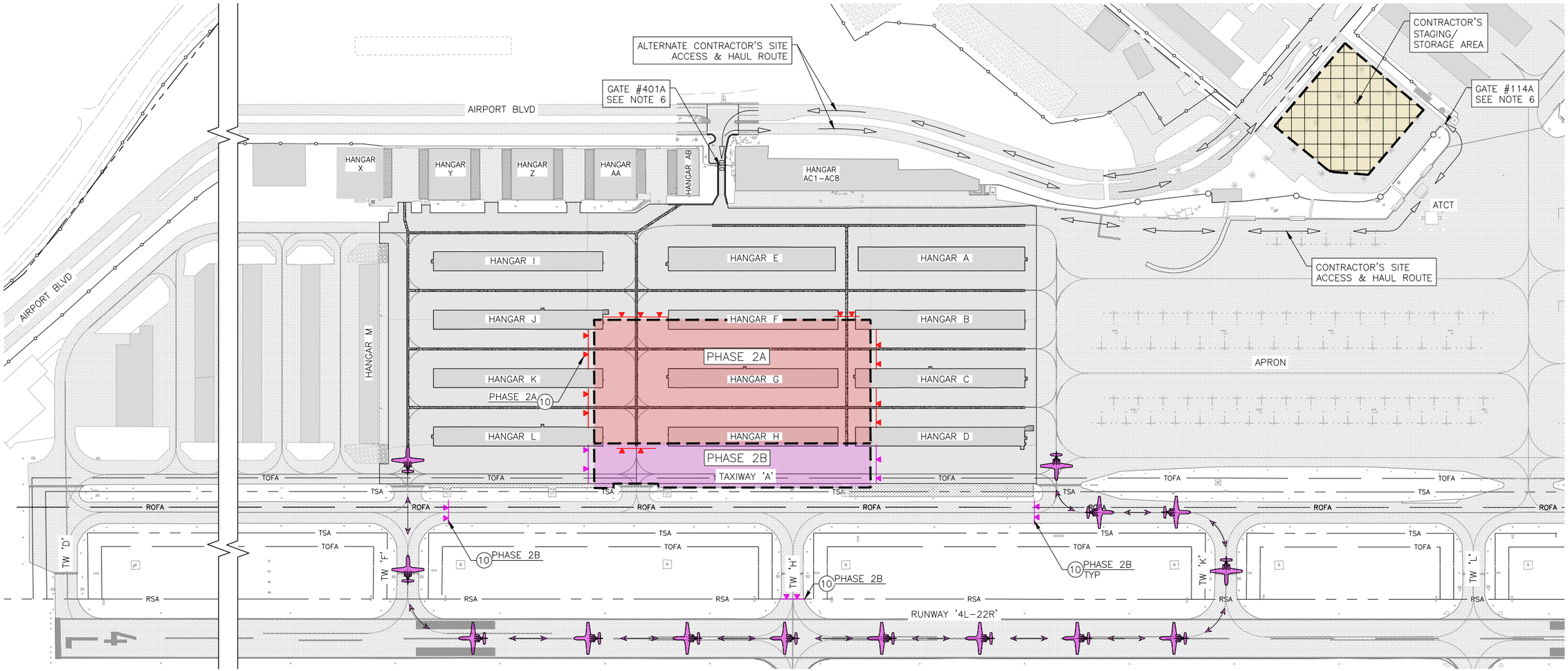
C.O.C. LOG NO. 24-0153, C.O.C. PROJECT NO. AI2501.401



PHASING NOTES

1. ALL DURATIONS ARE CALENDAR DAYS.
2. BARRICADE PLACEMENT MAY BE ADJUSTED AT THE DISCRETION OF THE CITY AND/OR AIRPORT STAFF TO ACCOMMODATE SPECIFIC AIRCRAFT MOVEMENT NEEDS.
3. CONTRACTOR SHALL HOLD SAFETY BRIEFINGS WITH AIRPORT STAFF PRIOR TO THE START OF PHASE 1.
4. CONTRACTOR SHALL COORDINATE WITH AIRPORT FOR TAXIWAY LIGHTING & SIGNAGE CIRCUIT LOCKOUT/TAGOUT PROCEDURE.
5. TEMPORARY MARKINGS WILL BE PLACED AT 50% RATE IN PHASES 1–6 W/FINAL PAVEMENT MARKINGS BEING PLACED AT LEAST 24 DAYS FOLLOWING PAVING OPERATIONS IN PHASE 7.
6. CONTRACTOR TO PROVIDE THEIR OWN LOCK FOR AIRPORT ACCESS GATE & SHALL PREVENT UNAUTHORIZED ENTRY TO THE AIRPORT.

CONSTRUCTION NOTES

(10) LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0 — NPI

PROJECT ELEMENTS	DURATION
PHASE 2A	14 CALENDAR DAYS
PHASE 2B CONSTRUCTION IMPACTING TAXIWAY 'A' REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 2A

LEGEND

- PHASE 2A
- PHASE 2B
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES
  - PHASE 2A
  - PHASE 2B
- AIRCRAFT ROUTE DURING CONSTRUCTION
  - PHASE 2B

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

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: VS
CROSS CHK'D BY: DHD
APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer CERTIFICATE NO. 47425 DUANE H. DANA Date Signed 04/30/25 ARIZONA U.S.A.

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING PHASE 2

PROJECT NO. 1024019.01
FILE NAME: G32-PHAS-2.DWG

APPENDIX A-2

C.O.C. LOG NO. 24-0153, C.O.C. PROJECT NO. AI2501.401

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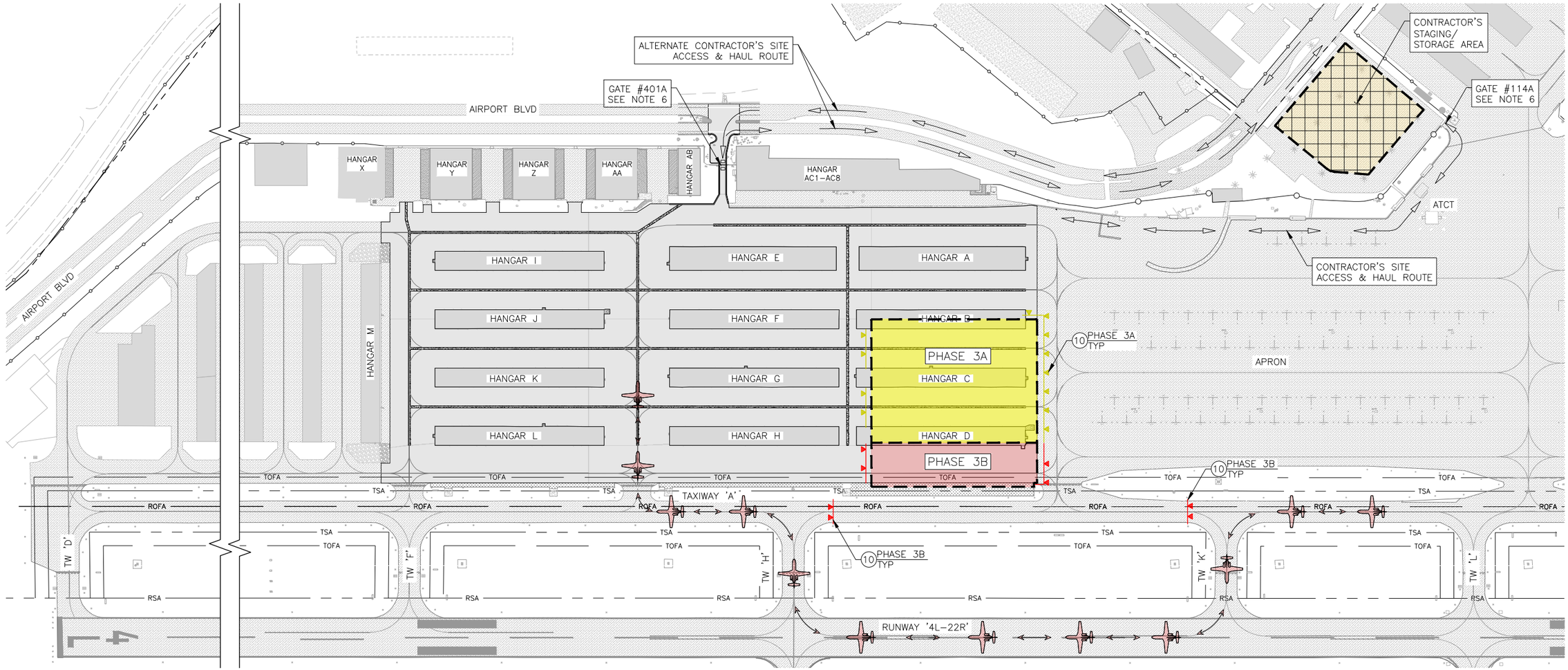

PHASING NOTES

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6. CONTRACTOR TO PROVIDE THEIR OWN LOCK FOR AIRPORT ACCESS GATE & SHALL PREVENT UNAUTHORIZED ENTRY TO THE AIRPORT.

CONSTRUCTION NOTES

(10)	LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0	NPI

PROJECT ELEMENTS

PHASE 3A

PHASE 3B
CONSTRUCTION IMPACTING TAXIWAY 'A' REQUIRING ITS PARTIAL CLOSURE.

DURATION

14 CALENDAR DAYS

7 CALENDAR DAYS
CONCURRENT W/PHASE 3A

LEGEND

- PHASE 3A
- PHASE 3B
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES
  - PHASE 3A
  - PHASE 3B
- AIRCRAFT ROUTE DURING CONSTRUCTION
  - PHASE 3

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

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: VS
CROSS CHK'D BY: DHD
APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer (Civil) CERTIFICATE NO. 47425 DUANE H. DANA ARIZONA U.S.A. Date Signed 04/30/25

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING PHASE 3

PROJECT NO. 1024019.01
FILE NAME: G33-PHAS-3.DWG

APPENDIX A-3

C.O.C. LOG NO. 24-0153, C.O.C. PROJECT NO. AI2501.401

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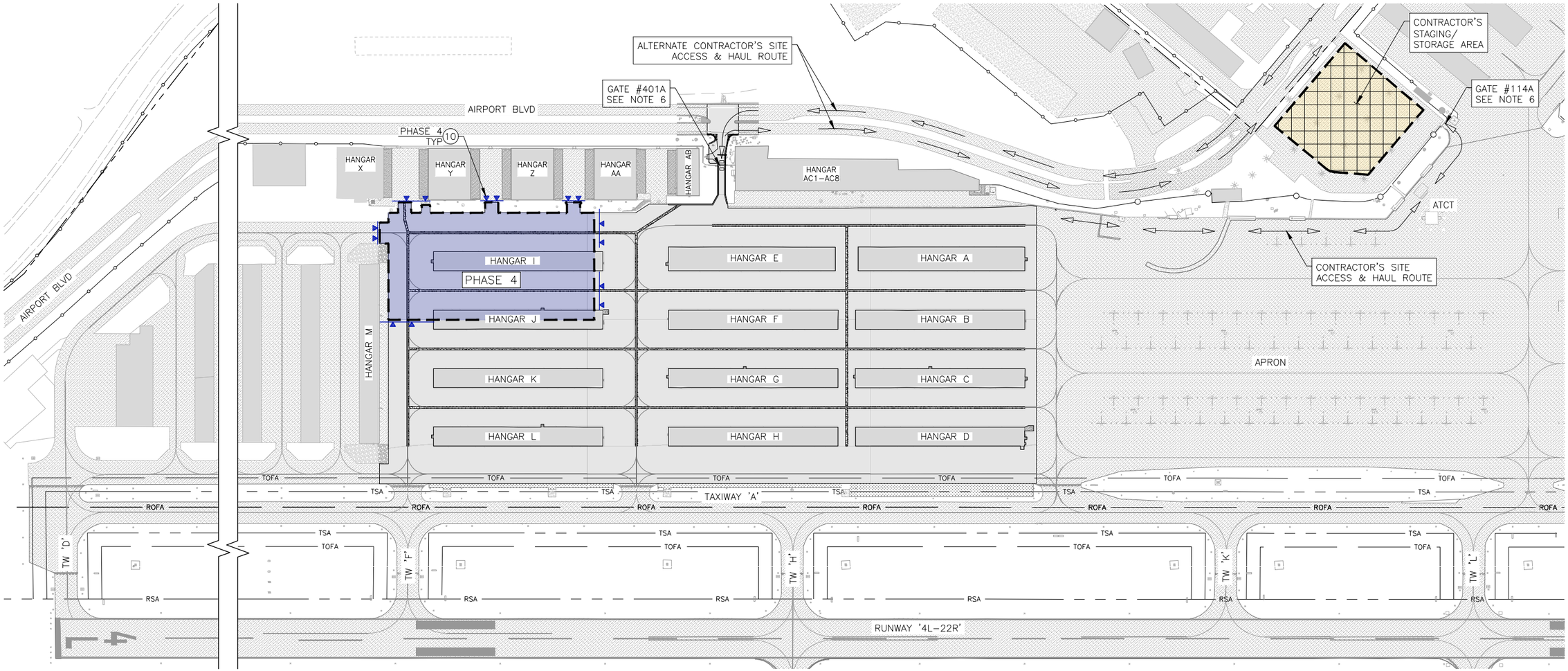

PHASING NOTES

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CONSTRUCTION NOTES

(10)	LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0	NPI

PROJECT ELEMENTS

PHASE 4

DURATION

14 CALENDAR DAYS

LEGEND

- PHASE 4
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES
- PHASE 4

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

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: VS
CROSS CHK'D BY: DHD
APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer (Civil) CERTIFICATE NO. 47425 DUANE H. DANA Date Signed 04/30/25 ARIZONA U.S.A.

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING PHASE 4

PROJECT NO. 1024019.01
FILE NAME: G34-PHAS-4.DWG

APPENDIX A-4

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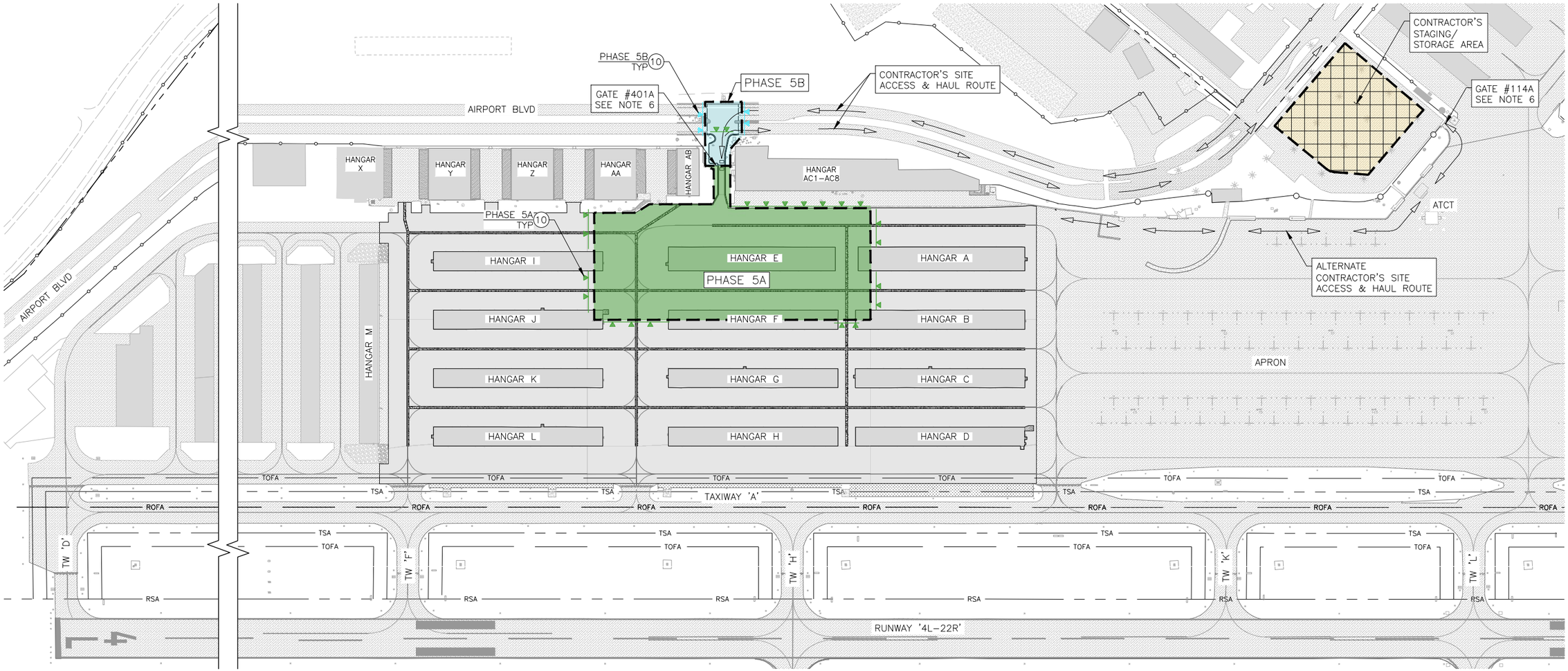
C.O.C. LOG NO. 24-0153, C.O.C. PROJECT NO. AI2501.401



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CONSTRUCTION NOTES

(10)	LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0	NPI

PROJECT ELEMENTS	DURATION
PHASE 5A	14 CALENDAR DAYS
PHASE 5B CONSTRUCTION IMPACTING AIRPORT BLVD REQUIRING ITS PARTIAL CLOSURE.	7 CALENDAR DAYS CONCURRENT W/PHASE 5A

LEGEND

- PHASE 5A
- PHASE 5B
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES
  - PHASE 5A
  - PHASE 5B

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

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: VS
CROSS CHK'D BY: DHD
APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer
CERTIFICATE NO. 47425
DUANE H. DANA
(Civil)
ARIZONA U.S.A.
Date Signed 04/30/25

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING PHASE 5

PROJECT NO. 1024019.01
FILE NAME: G34-PHAS-5.DWG

APPENDIX A-5

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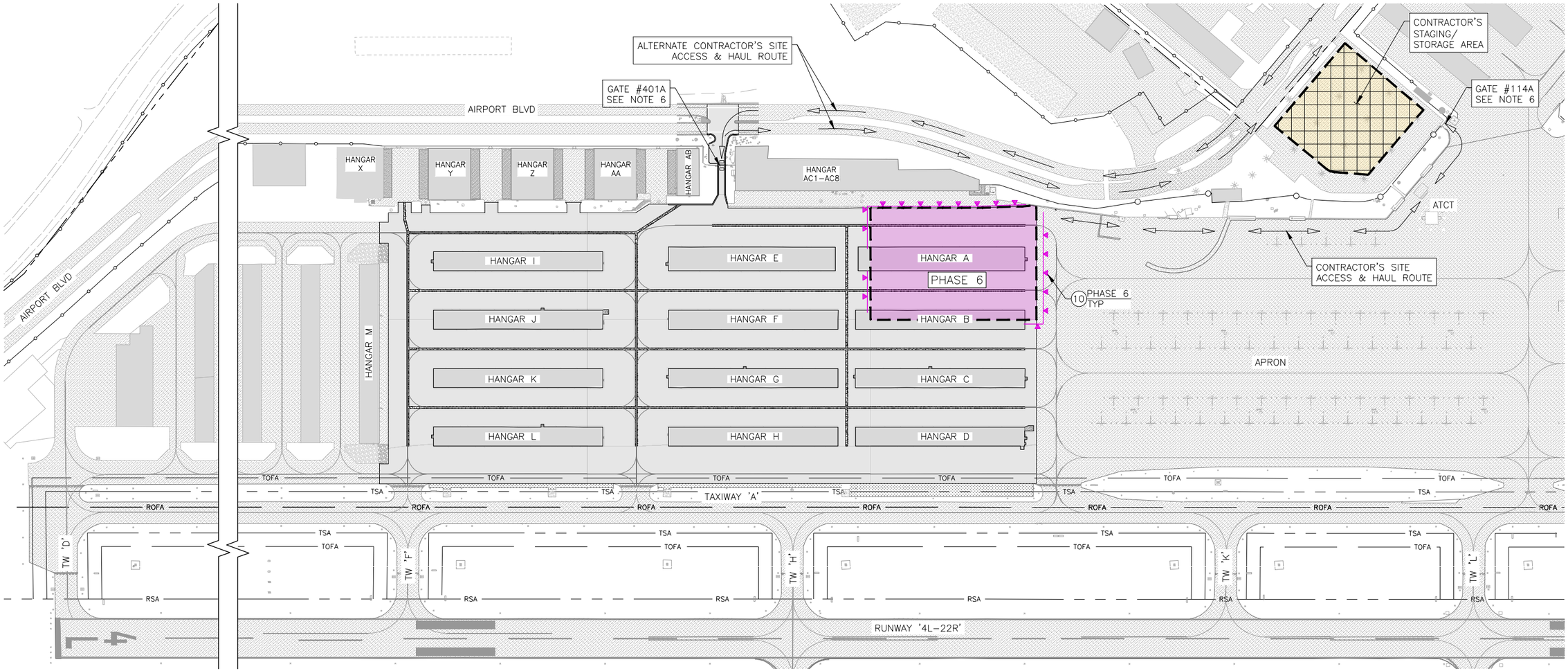

PHASING NOTES

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CONSTRUCTION NOTES

(10)	LOW PROFILE BARRICADES W/OMNI–DIRECTIONAL LIGHTS DET 1, DWG G3.0	NPI

PROJECT ELEMENTS

PHASE 6

DURATION

14 CALENDAR DAYS

LEGEND

- PHASE 6
- CONTRACTOR'S STAGING/STORAGE & MILLINGS STOCKPILE AREA
- CONTRACTOR'S HAUL ROUTE
- LOW–PROFILE BARRICADES PHASE 6

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

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: VS
DRAWN BY: DSO
SHEET CHK'D BY: VS
CROSS CHK'D BY: DHD
APPROVED BY: DHD
DATE: 04/30/25

Registered Professional Engineer
CERTIFICATE NO. 47425
DUANE H. DANA
(Civil)
ARIZONA U.S.A.
Date Signed 04/30/25

DIBBLE

CITY OF CHANDLER, ARIZONA
CHANDLER MUNICIPAL AIRPORT
HANGAR AREA PAVEMENT RECONSTRUCTION

CONSTRUCTION PHASING & BARRICADING PHASE 6

PROJECT NO. 1024019.01
FILE NAME: G34-PHAS-6.DWG

APPENDIX A-6

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Appendix B Inspection Checklist

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.		

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.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		
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		

EXHIBIT D

GIS / GPS DATA DELIVERY REQUIREMENTS

N/A

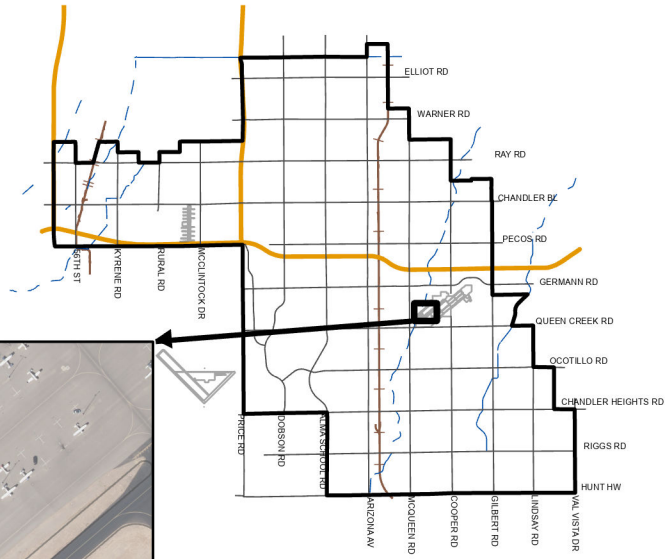
EXHIBIT E

FEDERAL PROVISIONS

N/A

CHANDLER arizona

HANGAR AREA
PAVEMENT RECONSTRUCTION
AI2501.401



MEMO NO. CP26-003

PROJECT SITE

NTS

ChanGIS

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CHANDLER arizona
Community of Innovation

City Council Memorandum Airport Memo No. CP26-004

Date: July 14, 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: Professional Services Agreement with Dibble CM LLC for the Hangar Area Pavement Reconstruction Construction Management Services

---

Proposed Motion:

Move City Council award Professional Services Agreement No. AI2501.451 to Dibble CM LLC for the Hangar Area Pavement Reconstruction Construction Management Services, in an amount not to exceed $162,944.

Background/Discussion:

Hangar Pavement Area Reconstruction encompasses the reconstruction of the taxi-lane pavement among the city-owned hangars, including nearby drainage areas located at the Chandler Municipal Airport. This project is the result of a 2023 pavement assessment report that included design recommendations for grading and paving improvements to reconstruct aging pavement and prevent water pooling after large rains.

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 Combs Construction Company, Inc, for the Hangar Area Pavement Reconstruction, 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 recommends approval of this agreement with Dibble CM LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

This project is part of the Airport's planned Capital Improvement Program and is funded by the General Fund Airport subsidy.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
635.4110.6910.0000.6AI739	Airport Operating Fund	Hangar Area Pavement Reconstruction	$162,944	Y

Attachments

Agreement
Location Map

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PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT SERVICES

HANGAR AREA PAVEMENT RECONSTRUCTION

Project No. AI2501.451

Council Date: July 17, 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 Hangar Area Pavement Reconstruction 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 $162,944 for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Raymond Potts, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 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 Phoenix, AZ 85016
	Physical Address:	3020 East Camelback Road, Suite 201 Phoenix, AZ 85016
	Statutory Agent Name:	KC Brandon
	Statutory Agent Mailing Address:	3020 East Camelback Road, Suite 201 Phoenix, AZ 85016
	Statutory Agent Physical Address:	3020 East Camelback Road, Suite 201 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. Consultant will include a similar provision in all of its Agreements with subconsultants who

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

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

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

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convenience in accordance with the provisions of this Agreement.

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

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

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

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

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

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

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

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

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

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

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

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

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

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

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

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every provision.

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

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

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

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

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

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

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

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

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

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Subconsultant Documents with Consultant (if applicable)
Exhibit F - Federal Requirements (if applicable)

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

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

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

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.

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

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 25, 2025
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
DIBBLE CM LLC

KC Brandon June 25, 2025
Signature Date

KC Brandon
Print Name

president
Title

kcbrandon@dibblecm.com
Signer Email Address

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

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EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
Hangar Area Pavement Reconstruction
CITY PROJECT NO. AI2501.451

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 **20** 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 **5** 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.

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

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inspectors' daily logs. Consultant assumes a maximum of **5** payment applications, with **2** reviews each.

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** inspector full time **40-hours** per week for the duration of the project.

B. Task 3.2 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.

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; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

5. RECORD DRAWINGS

A. Task 5.1 Record Drawings

i. Review and monitor Contractor's weekly final submittal of red line drawing set.

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.

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

EXHIBIT "B"
COMPENSATION AND FEES

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

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EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE
Hangar Area Pavement Reconstruction
AI2501.451

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ 874.00
	SUBTOTAL TASK 1:	**$ 874.00**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 13,150.00
2.2	CPM Schedule	$ 1,950.00
2.3	Requests for Information (RFI)	$ 2,850.00
2.4	Shop Drawing Submittals	$ 2,850.00
2.5	Requests for Proposal (RFP)	$ 2,300.00
2.6	Field Directive (FD)	$ 2,300.00
2.7	Contractor Payment Applications	$ 3,725.00
	SUBTOTAL TASK 2:	**$ 29,125.00**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services	$ 109,440.00
3.2	Project Closeout	$ 6,380.00
	SUBTOTAL TASK 3:	**$ 115,820.00**
4	**MATERIALS TESTING**	
4.1	QC Test Program	$ 3,175.00
	SUBTOTAL TASK 5:	**$ 3,175.00**
5	**RECORD DRAWINGS**	
5.1	Record Drawings	$ 1,950.00
	SUBTOTAL TASK 6:	**$ 1,950.00**
SUBCONSULTANTS		
Subconsultant Name		$ -
Subconsultant Name		$ -
Subconsultant Name		$ -

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

Subconsultant Name	$	-
SUBTOTAL SUBCONSULTANTS:	**$**	**-**
ALLOWANCES		
Direct Expense Allowance	$	-
Owner's Allowance	$	12,000.00
SUBTOTAL ALLOWANCES:	**$**	**12,000.00**
PROJECT TOTAL:	**$**	**162,944.00**

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

EXHIBIT "B.1"
Staff Hours and Fee Proposal

DIBBLECM

AI2501.451 Hanger Area Pavement Reconstruction

Dibble CM Staff Hours and Fee By Task										
	Billing Rate	$ 185.00	$ 175.00	$ 110.00	$ 152.00	$ -	$ -	$ -		
	Task	**Senior Construction Manager**	**Construction Manager**	**Administrative Assistant**	**Senior Construction Inspector**				**Total Task Hours**	**Total Task Fee**
1	**Pre-Construction Assistance**									
1.1	Pre-Construction Assistance - Attend pre-construction meeting		2	2	2				6	$ 874.00
2	**Construction Management**									
2.1	Weekly Construction Meetings and Field Meetings		50	40					90	$ 13,150.00
2.2	CPM Schedule Reviews		8	5					13	$ 1,950.00
2.3	Request for Information document control		10	10					20	$ 2,850.00
2.4	Shop drawings/submittals document control		10	10					20	$ 2,850.00
2.5	Request for Proposals (RFP)		10	5					15	$ 2,300.00
2.6	Field Directives (FD)		10	5					15	$ 2,300.00
2.7	Contractor Pay Application Review		15	10					25	$ 3,725.00
3	**Construction Inspection**									
3.1	Inspection Services				720				720	$ 109,440.00
3.2	Project Closeout									$ -
	Pre-Final Inspection and Punch List		8	6					14	$ 2,060.00
	Final Inspection		4	2					6	$ 920.00
	Closeout Documents		10	15					25	$ 3,400.00
4	**Materials Testing**									
4.1	QC Test Program		15	5						$ 3,175.00
										$ -
5	**Record Drawings**									$ -
5.1	Record Drawings		8	5						$ 1,950.00
	Subcontractors									$ -
	Allowances									
	Owners Allowance									$ 12,000.00
	Total Hours		**160**	**120**	**722**				**969**	
	Total Fee	**$ -**	**$ 28,000.00**	**$ 13,200.00**	**$ 109,744.00**	**$ -**	**$ -**	**$ -**		**$ 162,944.00**

Fee Summary	
Senior Construction Manager	$ -
Construction Manager - Marcos Castanedo	$ 28,000.00
Admirative Assistant - Jennifer Drury	$ 13,200.00
Inspector - Jason Woodbury	$ 109,744.00
Sub-Contractors	$ -
Owner Allowance	$ 12,000.00
Total	**$ 162,944.00**

- This is a time and materials proposal based on the current scope of work and schedule.
- Prices are all-inclusive. There are no additional charges for mileage or other incidental expenses.
- Proposal is for approximately 5 months of construction management and construction inspection services with an anticipated August 2025 construction start.

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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.

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

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.

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

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.

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

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

Docusign Envelope ID: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A

Certificate Of Completion

Envelope Id: 4818120C-C0AD-4AF6-9B18-2FF043E6EC57
Status: Sent
Subject: Council item - 7/17/25 - AI2501.451(c7.17) Hangar Area Pavement Reconstruction
EDMS Application: PWU_CAPITAL_PROJECTS_CONTRACT_MANAGEMENT
Source Envelope:
Document Pages: 25
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
6/23/2025 | 11:47 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 kcbrandon@dibblecm.com president Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/25/2025 | 09:35 AM ID: 481f3ca8-5f53-4bbc-ac09-b69f4a8a13e6	KC Brandon Signature Adoption: Pre-selected Style Using IP Address: 98.186.16.186	Sent: 6/23/2025 | 12:10 PM Resent: 6/25/2025 | 09:33 AM Viewed: 6/25/2025 | 09:35 AM Signed: 6/25/2025 | 09:35 AM
Daniel Haskins daniel.haskins@chandleraz.gov CIP City Engineer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/25/2025 | 09:42 AM ID: c377300d-5355-4824-9c46-ce3b49c1a267	Daniel Haskins Signature Adoption: Pre-selected Style Using IP Address: 198.241.2.1	Sent: 6/25/2025 | 09:35 AM Viewed: 6/25/2025 | 09:42 AM Signed: 6/25/2025 | 09:42 AM
Daniel L Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		

Signer Events	Signature	Timestamp
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Michelle Reeder michelle.reeder@chandleraz.gov Procurement Senior Specialist City of Chandler Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2025 | 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		Sent: 6/25/2025 | 09:42 AM
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Michelle Reeder michelle.reeder@chandleraz.gov Procurement Senior Specialist City of Chandler Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2025 | 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509	COPIED	Sent: 6/23/2025 | 12:10 PM
Michelle Reeder michelle.reeder@chandleraz.gov Procurement Senior Specialist City of Chandler Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2025 | 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509	COPIED	Sent: 6/25/2025 | 09:35 AM
Hafiz Noor Hafiz.Noor@chandleraz.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/25/2025 | 09:57 AM Viewed: 6/25/2025 | 09:58 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Accepted: 6/5/2025 | 10:52 AM ID: e3e75437-c682-4f27-9390-74d209de04cf		
Alyssa Siqueiros Alyssa.Siqueiros@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/2/2024 | 09:28 AM ID: f6f4b6f3-129b-4bf3-b4a4-cc3cdcf600a7	COPIED	Sent: 6/25/2025 | 09:42 AM
Michelle Reeder michelle.reeder@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2025 | 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		
Michelle Reeder michelle.reeder@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2025 | 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		
Bridgette Rhodehouse Bridgette.Rhodehouse@chandleraz.gov Jennifer Ekblad jennifer.ekblad@chandleraz.gov Dorothy Hernandez dorothy.hernandez@chandleraz.gov Vianka Enriquez Vianka.Enriquez@chandleraz.gov Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Michelle Reeder michelle.reeder@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2025 | 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		
Donna Rygiel donna.rygiel@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/28/2025 | 11:23 AM ID: 40e41fec-eb0c-46d0-b3fc-d151223d8411		
Alyssa Siqueiros Alyssa.Siqueiros@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Carbon Copy Events	Status	Timestamp

Accepted: 10/2/2024 | 09:28 AM
ID: f6f4b6f3-129b-4bf3-b4a4-cc3cdcf600a7

Raymond Potts

Raymond.Potts@chandleraz.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 1/7/2025 | 10:12 AM
ID: ebb9cc7b-b8c5-406e-b2cc-8eb776ae036e

Allan Zimmerman

Allan.Zimmerman@chandleraz.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 3/10/2022 | 07:58 AM
ID: fa1c98a5-4381-4529-8f21-4c6629aed7b1

KC Brandon

kcbrandon@dibblecm.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 6/25/2025 | 09:35 AM
ID: 481f3ca8-5f53-4bbc-ac09-b69f4a8a13e6

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/23/2025 | 12:10 PM
Envelope Updated	Security Checked	6/25/2025 | 09:57 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

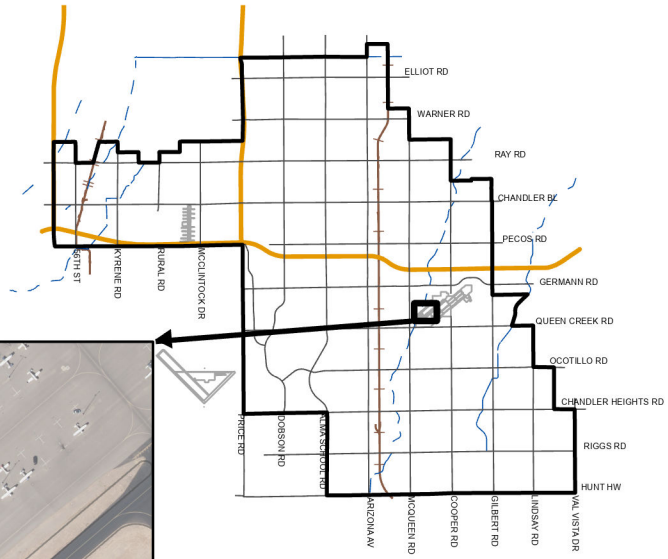
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future 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

HANGAR AREA
PAVEMENT RECONSTRUCTION
AI2501.451



MEMO NO. CP26-004

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2026\CP26-004\CP26-004.aprx 6/24/2025 RandyE

CHANDLER arizona
Community of Innovation

City Council Memorandum Airport Memo No. CP26-002

Date: July 14, 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: Job Order Project Agreement No. AI2502.401 with SDB, Inc., Pursuant to Job Order Master Agreement No. JOC2402.401, for Annual Airport Pavement Maintenance

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Proposed Motion:

Move City Council award Job Order Project Agreement No. AI2502.401 to SDB, Inc., pursuant to Job Order Master Agreement No. JOC2402.401, for Annual Airport Pavement Maintenance, in an amount not to exceed $222,589.22.

Background/Discussion:

Per Federal Aviation Administration (FAA) grant assurances, the city is obligated to implement a maintenance program for its more than 4.2 million square feet of airfield pavement at Chandler Municipal Airport. The pavement is designed for a minimum 20-year service life that can be extended with crack sealing, spall repair, and joint repair.

The project scope of work consists of pavement maintenance of three apron areas, including the east side of the heliport, the Fixed-Base Operator (FBO) area, and the North Terminal Ramp. Each of the pavement sections are high-traffic areas and essential to daily efficient and safe airport operations.

The project is scheduled for completion within 90 calendar days following Notice to Proceed.

Evaluation:

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

Financial Implications:

This project is in the Capital Improvement Program and is funded through the Airport Operating Fund, subsidized by the General Fund.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
635.4110.6910.0000.6AI736	Airport Operating Fund	Annual Pavement Maintenance Managem	$222,589.22	Y

Attachments

Agreement
Location Map

Docusign Envelope ID: F213A97E-9635-408E-B7ED-F68101A4E5D1

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Annual Airport Pavement Maintenance

Project No. AI2502.401
Council Date: July 17, 2025

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

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

RECITALS

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

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

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the Annual Airport Pavement Maintenance, Project Number AI2502.401. The scope of work consists of pavement maintenance of three apron areas including the asphalt portion of the east side of the heliport, FBO taxi lane, and north terminal ramp as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

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

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

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

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **$**222,589.22 Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. AGREEMENT TIME & SCHEDULE

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

ARTICLE 4. JOB ORDER CONTACTS

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

CITY:	Construction Project Manager: Raymond Potts	
	Phone:	480-782-3326
	Email:	Raymond.Potts@chandleraz.gov
JOC CONTRACTOR:	SDB, Inc.	
	1001 South Edward Drive, Tempe, AZ 85281	
	JOC Contractor Representative: Salvador Encinas	
	Phone:	480-967-5810
	Email:	Sal.encinas@sdb.com

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ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

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

SIGNATURE PAGE TO FOLLOW

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

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins June 12, 2025
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"JOC CONTRACTOR"
SDB, INC.

Salvador Encinas June 12, 2025
Signature Date

Salvador Encinas
Print Name

SR JOC PM
Title

sal.encinas@sdb.com
Signer Email Address

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EXHIBIT A
SCOPE OF WORK

Docusign Envelope ID: F213A97E-9635-408E-B7ED-F68101A4E5D1

SDB CONTRACTING SERVICES

SDB, Inc
1001 S. Edward Dr
Tempe, AZ 85281
480-967-5810

Exhibit A: Scope of Services

CUSTOMER:	**City of Chandler**	BID DATE:	**5/19/2025**
ADDRESS:	**2380 S. Stinson Way**	PROPOSAL NO.:	**20-14-0002**
CITY, STATE & ZIP	**Chandler, AZ 85286**	PROPOSAL TYPE.:	**JOC**
JOB DESC.:	**CoC Airport Pavement Crack Seal Rev 2**	ARCHITECT/ ENGINEER:	**N/A**
CONTACT:	**Raymond Potts**	PLANS DATED:	**N/A**

	(List Project Scope)	SUB	SDB	Cost
1	General Conditions	$ -	$ 42,892.26	*$ 42,892.26*
2	General Requirements	$ -	$ 3,819.70	$ 3,819.70
3	Asphalt Crack Sealing - Cactus Asphalt	$ 123,000.00	$ -	$ 123,000.00
		Subtotal Excluding Optional Scope-		**$ 169,711.96**
		Total Excluding Optional Scope-		**$ 169,711.96**

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CoC Airport Pavement Crack Seal Rev 2

CC	DESCRIPTION	Each	Mths	Wks.	Hours	Labor Rate	Labor $	Rate	Material $	Sub $	Equip $	Total
	CONSTRUCTION PROJECT MANGEMENT											
01-3105	**Project Manager**	0.3	1.2	6	72	$125.02	$ 9,001					$ 9,001
01-3120	**Superintendent**	1	1.2	6	240	$108.44	$ 26,026	$ -	$ -			$ 26,026
01-3130	**Foreman**	0.5	1.2	5	102	$77.11	$ 7,865					$ 7,865
	CONSTRUCTION PROJECT MANAGEMENT SUBTOTAL				414		$ 42,892		$ -			$ 42,892
01-0200	**SITE FACILITIES**											
01-0200	**Job Photos**	1	2.0					$200.00	$ 400			$ 400
01-0200	**Project Housekeeping**	1	1.2		38	$72.15	$ 2,742					$ 2,742
01-0200	**SITE FACILITIES SUBTOTAL**						$ 2,742		$ 400	$ -	$ -	$ 3,142
01-0625	**SMALL TOOLS & CONSUMABLES**											
01-0625	**Small Tools**	452						$ 2	$ 678			$ 678
01-0625	**SMALL TOOLS SUBTOTAL**						$ -	$ 2	$ 678	$ -	$ -	$ 678
	TOTALS				38		$ 2,742		$ 1,078	$ -	$ -	$ 46,712
											CHECK	$ 46,712

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EXHIBIT B
FEE SCHEDULE

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EXHIBIT "B"

JOB ORDER COST PROPOSAL
SUMMARY SHEET
AI2502.401 - Annual Pavement Maintenance

Negotiated Prices				
	rice of Subcontractor(s)		$	123,000.00
	Price of Subconsultant(s)		$	-
	General Conditions		$	46,711.96
	Preconstruction Labor (if applicable)		$	-
	Construction Labor (if applicable)		$	-
	SUBTOTAL (NEGOTIATED PRICES):		**$**	**169,711.96**
Overhead and Profit (Coefficient per Job Order Master Agreement)		**10.00%**	**$**	**16,971.20**
	TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**186,683.16**
Insurance, Bonds, & Taxes				
	Sales Tax Percentage (Current Tax Rate) **ENTER TAX % HERE:**	**5.07%**	$	9,775.65
	General Liability Insurance Percentage (Actual Cost per Job Order)	*1.50%*	$	2,800.25
	Builder's Risk Insurance Percentage (Actual Cost per Job Order)	*0.75%*	$	1,421.13
	Payment Bond (Actual Cost per Job Order)	*1%*	$	1,909.05
	Performance Bond (Actual Cost per Job Order)	*Included Above*	$	-
	SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**15,906.07**
	COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**202,589.22**
City's Allowance (Typically 10%) (Includes Tax Rate Above in Allowance)			**$**	**20,000.00**
	TOTAL JOB ORDER:		**$**	**222,589.22**

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

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EXHIBIT C

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

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

the _____ day of _____, 20___ for construction of **Annual Airport Pavement Maintenance**, **Project No. AI2502.401** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

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

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

Docusign Envelope ID: F213A97E-9635-408E-B7ED-F68101A4E5D1

EXHIBIT D

PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20___ for construction of **Annual Airport Pavement Maintenance**, **Project No. AI2502.401** which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

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EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **Annual Airport Pavement Maintenance**
Project No.: **AI2502.401**

To the City of Chandler, Arizona

Gentlemen:

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

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

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

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

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

_____
Notary Public

_____
My Commission Expires

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EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **Annual Airport Pavement Maintenance**
Project No.: **AI2502.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **AI2502.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

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

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

Docusign Envelope ID: F213A97E-9635-408E-B7ED-F68101A4E5D1

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

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

Docusign Envelope ID: F213A97E-9635-408E-B7ED-F68101A4E5D1

all scope and attended site walk

To:	SDB Contracting Services	**Contact:**	
Address:	1001 S. Edward Dr.	**Phone:**	(480) 967-5810
	Tempe, AZ 85281	**Fax:**	(480) 967-5841
Project Name:	Chandler Airport A12502.401 Annual Pavement Maintenance	**Bid Number:**	
Project Location:	Chandler Airport, Chandler, AZ	**Bid Date:**	4/4/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	**CRACK SEALING:** Cracks 1/4" And Wider Will Be Cleaned, Blown Out With Compressed Air And Then Sealed With Hot-Applied Polymer Sealant.	25,000.00	LB	$1.55	$38,750.00
2	**MASTIC:** Cracks 1" And Wider Will Be Cleaned, Blown Out With Compressed Air And Then Sealed With Mastic Sealant.	25,000.00	LB	$2.55	$63,750.00
				Total Price for above Items:	**$102,500.00**
Alt. 1 - Heliport East Side					
1	**CRACK SEALING:** Cracks 1/4" And Wider Will Be Cleaned, Blown Out With Compressed Air And Then Sealed With Hot-Applied Polymer Sealant.	5,000.00	LB	$1.55	$7,750.00
2	**MASTIC:** Cracks 1" And Wider Will Be Cleaned, Blown Out With Compressed Air And Then Sealed With Mastic Sealant.	5,000.00	LB	$2.55	$12,750.00
				Total Price for above Alt. 1 - Heliport East Side Items:	**$20,500.00**
				Total Bid Price:	**$123,000.00**

Notes:

- Standard Terms and Conditions to follow.
- All work quoted above is scheduled on an "as available" basis unless otherwise stated. Cactus encourages customers to verify start dates as soon as possible and realize that schedule issues and or changes on your project may mean you will be moved back to our next available date behind other customers who have met their intended schedule. **Your project will not be formally scheduled without a binding letter of intent or a formal contract.** We apologize for any inconvenience, but we value our relationships with all customers.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices are valid for 14 days unless otherwise noted, PO or letter of intent to award required to lock pricing past 14 days. Final material pricing expires 3 months from quote date with PO or LOI.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- Unit prices above include all applicable State, County & City taxes for contracting.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- EXCLUSIONS (Unless Otherwise Specified): Bonds, Permits, Plans, Engineering, Survey, Staking, Traffic Control, Construction Water, As-Builts, Testing, Inspection, Clear & Grubb, Grading, Landscape Repairs, Weed Killer, Crack Routing, Crack-Sealing, Curb Line/Joint Sealing, Asphalt Patching, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Striping, Curb Painting, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.

Paving · Seal Coating · Crack Sealing · Patching · Chip Sealing · Fabric Overlay · More

Contractors Licenses: AZ – 194430 · NV – 0040581 · NM – 022995 · UT – 944049-5501

t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

Docusign Envelope ID: F213A97E-9635-408E-B7ED-F68101A4E5D1

To:	SDB Contracting Services	**Contact:**	
Address:	1001 S. Edward Dr.	**Phone:**	(480) 967-5810
	Tempe, AZ 85281	**Fax:**	(480) 967-5841
Project Name:	Chandler Airport A12502.401 Annual Pavement Maintenance	**Bid Number:**	
Project Location:	Chandler Airport, Chandler, AZ	**Bid Date:**	4/4/2025

- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. There are strong indicators that there will be significant increases in asphalt prices going forward. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.
- AZROC 194430-A General Engineering
- As of February 2023 Cactus Asphalt, Southwest Slurry Seal and American Pavement Preservation of Nevada have merged under one banner to form one of the largest and premier pavement preservation groups in the Southwest. If you have received a bid or proposal from Cactus Asphalt, Southwest Slurry Seal and/or American Pavement Preservation of Nevada for the same project, please contact us immediately and deem the second and third proposal "non-responsive".
- The elimination of any existing drainage problem or reflective cracking is neither intended nor guaranteed when providing slurry and micro sealing services.
- Power steering marks are normal and should not be cause for undue concern on slurry and micro surfacing pavement treatments.

Terms and Conditions: Due to the complex nature of private utility locating, please review the agreement: Cactus Asphalt will consider our performance in any claim that may arise. We are not responsible for any nonconductive line. (Non-Metallic, PVC, Water Line, Etc.) We are not responsible for any conductive lines with no accessible connection point. We are not responsible for conductive lines that do not appear on blueprints, maps, or as-builts provided by customer. We are not responsible for locating lines where no blueprints, maps, or as-builts provided are by customer prior to locating. Cactus Asphalt is not responsible for any damages related from Blue Stake Ticket Services. Owners/Clients are reminded that per AZ One Call Law, AZ Blue Stake Center must be notified, and all affected utility owners must respond prior to commencement of excavation.

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and hereby accepted.	**Cactus Asphalt**
Buyer: _____	
Signature: _____	Authorized Signature: _____
Date of Acceptance: _____	Estimator: Thomas Mucenski

Paving · Seal Coating · Crack Sealing · Patching · Chip Sealing · Fabric Overlay · More

Contractors Licenses: AZ – 194430 · NV – 0040581 · NM – 022995 · UT – 944049-5501

t 623–907–2800 f 623–907–2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

Docusign Envelope ID: F213A97E-9635-408E-B7ED-F68101A4E5D1

TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

Docusign Envelope ID: F213A97E-9635-408E-B7ED-F68101A4E5D1

Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is http://www.azroc.gov/.

Docusign Envelope ID: F213A97E-9635-408E-B7ED-F68101A4E5D1

scope and did not attend job walk

COPPER STATE PAVEMENT, INC.
9299 W. Olive Ave.
Suite 304
Peoria, AZ
85345
www.copperstatepavement.com - (623) 473-9011 AZ ROC334820 - NM ROC410812

To:	SDB Contracting Services	**Contact:**	Eric Hoffman
Address:	1001 S. Edward Drive.	**Phone:**	(480) 317-5714
	Tempe, AZ 85281	**Fax:**	
Project Name:	City Of Chandler - Airport Pavement Crackseal	**Bid Number:**	25-0115
Project Location:	2380 S Stinson Way, Chandler, AZ	**Bid Date:**	4/10/2025

Item #	Item Description	Estimated Quantity	Unit
10	"FBO Throat" - Crack Seal & Sealcoat (PMM - 2 Coats)	33,668.00	SF
20	"Heliport Eastside" - Crack Seal & Sealcoat (PMM - 2 Coats)	78,945.00	SF
30	"North Terminal Apron" - Crack Seal & Sealcoat (PMM - 2 Coats)	264,959.00	SF

Total Bid Price: $73,201.49

Notes:

- **Exclusions:**

  - **Sales Tax: Sales tax on materials or services, unless explicitly specified.**
  - **Liquidated Damages: Penalties or damages related to project delays or missed deadlines.**
  - **Compaction Testing: Compaction testing and related quality assurance measures.**
  - **Surveying Services: Surveying, staking, or layout services.**
  - **Quality Assurance (QA/QC): Testing and inspections related to Quality Assurance/Quality Control.**
  - **Permits and Fees: Costs associated with acquiring necessary regulatory approvals.**
  - **Construction Water: Supply, transportation, and management of water on-site.**
  - **Overtime Labor: Overtime labor costs unless pre-approved in writing.**
  - **Crew Standby: Idle time or crew standby costs caused by delays not attributable to our operations.**
  - **Concrete Replacement: Removal, disposal, and replacement of damaged or failed concrete.**
  - **Material Screening: Screening or processing of native materials to meet specifications.**
  - **SWPPP: Implementation and monitoring of the Stormwater Pollution Prevention Plan (SWPPP).**
  - **Structural Excavation/Backfill: Excavation or backfill specific to structures (e.g., stem walls, screen walls, retaining walls).**
  - **Hard Dig Operations: Excavation requiring specialized equipment or processes for hard dig materials.**
  - **Vapor Barriers: Installation of vapor barriers.**
  - **Third-Party Delays: Delays caused by other contractors or parties on-site.**
  - **Striping & Signage**
  - **uNAggregate Base Course (ABC): Furnishing, placing, and compacting ABC beneath building pads & Concrete.**
  - **Hazardous Soils: Removal of hazardous soils.**
  - **Traffic Control: Design, furnishing, installation, maintenance, and removal of traffic control measures, including barricades, signage, and flagging.**
  - **Unspecified Items: Any items, tasks, or services not explicitly described in this proposal.**

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- **Clarifications:**

  - **Material pricing is based on current market values and is subject to change. Proposal pricing is valid for 30 days from the proposal date.**
  - **This proposal includes 1 Mobilization. Any additional mobilizations required beyond the scope of this proposal will incur a charge of $1,500.00 each.**
  - **Project schedule is based on a standard workweek of five 8-hour workdays. Any adjustments or overtime requirements may have an impact on the project timeline and costs.**
  - **The pricing provided assumes the Car Ports will be installed after the asphalt pavement is completed. Should the Car Ports be installed prior to paving, this may impact on the overall project cost and timeline. Any additional costs or delays associated with this adjustment will need to be addressed separately.**
  - **Pricing is based on the most efficient and proficient method of conducting work, as agreed upon by both parties. Any changes to the agreed-upon approach may affect pricing and timelines.**
  - **Dust control measures necessary for our scope of work are included in this proposal.**
  - **Labor, materials, and equipment required to complete the scope of work are included in this proposal.**
  - **This proposal is based on the reuse of onsite materials as needed to complete the scope of work.**
  - **Project Based upon the reuse of onsite materials for Structural Fill & Engineered Fill.**
  - **Pricing is based upon the Doccuments and Quantities provided.**

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Copper State Pavement, Inc.** **Authorized Signature:** _____ **Estimator:** Zachary Armstrong 602-245-4548 zarmstrong@copperstatepavement.com

S Docusign Envelope ID: F213A97E-9635-408E-B7ED-F68101A4E5D1

602.560.3535
5009 EAST WASHINGTON STREET SUITE 200
PHOENIX, ARIZONA 85034
WEEMSASPHALT AZ ROC #324338 | AZ ROC #324339

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To:	SDB Contracting Services	**Contact:**	Mark D. Creason
Address:	1001 S Edward Drive Tempe, AZ 85281 USA	**Phone:** **Fax:**	(480) 967-5810
Project Name:	Chandler Airpark - Crack Seal	**Bid Number:**	2025-0593
Project Location:	2380 S Stinson Way, Chandler, AZ	**Bid Date:**	4/4/2025

Item Description	Estimated Quantity	Unit	Total Price
Crack Sealing (FBO Throat, North Terminal Apron, Heliport East Side): · Prep And Clean Existing Cracks. · Provide Low-Profile Barricades Around Perimeter Of Work Area. · Crack Seal Existing Cracks 1/4" To 4"+ With A Hot Rubberized Crack Sealant Using Crafco Poly Flex III Or Equivalent (Includes Areas Adjacent To Curbs/sidewalks/gutters) (Alligatored Cracking Areas Are Excluded). · Work Is Based On Being Performed During Normal Daytime, Weekday Hours Monday-Friday. · Approximate Square Yardage - 42,000.00	1.00	LS	$257,100.00
Crack Sealing (Heliport Alternate Area): · Prep And Clean Existing Cracks. · Provide Low-Profile Barricades Around Perimeter Of Work Area. · Crack Seal Existing Cracks 1/4" To 4"+ With A Hot Rubberized Crack Sealant Using Crafco Poly Flex III Or Equivalent (Includes Areas Adjacent To Curbs/sidewalks/gutters) (Alligatored Cracking Areas Are Excluded). · Work Is Based On Being Performed During Normal Daytime, Weekday Hours Monday-Friday. · Approximate Square Yardage - 4,000.00	1.00	LS	$29,400.00
		Total Bid Price:	**$286,500.00**

Notes:

- **Due to the current volatility of petroleum based products (liquid asphalt binder) and other materials required to perform our work, this proposal is valid for 30 days from the proposal date.**
- **EXCLUSIONS (Unless Otherwise Stated):**
  Liquidated Damages,Permits, Bonds, Sales Tax, Retention of Monies, Fees, Plans, Engineering, Survey, Testing, Staking, Irrigation Repairs, Landscaping, Notifications, As-builts, Utility Adjustments, Compaction Testing, Weed Abatement, Any Pre-Existing ADA Compliance Issues, Hard Dig (Caliche), Traffic Control, Prime Coat, Davis Bacon & Prevailing Wages, Track-out rock and devices, SWPPP, Plant Opening Fees, Loop Detectors, Removal of Petro-Mat, Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Damage to utilities buried less than 18 inches below subgrade.
- **General Conditions:**
  1. To ensure the best quality and efficiency for your project, vehicles and trailers shall be coordinated and relocated by Owner prior to starting our work. If vehicles/trailers are in our work area on the scheduled date(s) work is performed, Owner will be charged $75.00 per each vehicle/trailer relocated.
  2. Work area shall be free from standing water before starting work and remain free of water until the completion of the work. This includes automatic sprinklers or any other water source on or around the property.
  3. To ensure a safe project for all, the designated work area shall remain closed to vehicular traffic until contractor approves opening area to traffic.
  4. Owner shall provide reasonable access to water source. 5. Additional charges may be applied resulting from circumstances beyond the control of Weems Asphalt which prohibit work from being completed as scheduled. Including, but not limited to other Contractors performing unrelated work, vehicles in work area, water from sprinklers or other fixtures, etc.
  6. This proposal is based on performing the work during normal business hours.
  7. Customer/Owner is solely responsible for maintaining subject property in full compliance regarding Americans With Disabilities Act (ADA) Federal and State Laws. Customer/Owner agrees to indemnify and hold Weems Asphalt harmless from and against any and all liability, claims, expenses or damages, including attorneys' fees, relating in any way to ADA requirements or issues.

- **Terms & Conditions:**

1. Proposal Valid for 30 Days. Weems Asphalt's proposal is valid for a period of 30 days from issuance. Should Customer award a contract after that period, Weems Asphalt may reasonably adjust its proposed work, time and price for Customer's acceptance.
2. Commercially Reasonable Contract Form. Weems Asphalt conditions its proposal on the Customer's agreement to a mutually acceptable and commercially reasonable contract form incorporating the terms set forth herein. Commercially reasonable contract forms include those published by ConsensusDocs, see www.consensusdocs.org.
3. Prompt Payment and Lien Waivers. Customer shall make prompt payment of the contract price to Weems Asphalt in accordance with the requirements of ARS 32-1129.01. Customer shall furnish lien waivers with its applications for payment in accordance with ARS 33-1008(D).
4. Relief for Excusable and Compensable Delays and Impacts and Unforeseen Conditions. Weems Asphalt shall not be responsible for damages to Customer and Weems Asphalt shall be entitled to an equitable adjustment of the contract time resulting from delays and impacts not within the reasonable control of Weems Asphalt. Weems Asphalt shall be entitled to equitable adjustments in the contract time and the contract price resulting from delays and impacts caused by Customer or its agents and for unforeseen conditions.
5. Warranty. Weems Asphalt shall warranty its materials and workmanship for a period of one (1) year from the date of substantial completion of Weems Asphalt's work. Weems Asphalt shall not be responsible for damage or defects in its completed work caused by Customer or others.
6. Indemnity and Insurance. Weems Asphalt shall indemnify Customer for any third-party claims, damages or expenses to the extent caused by the negligent performance of Weems Asphalt's work by Weems Asphalt. Weems Asphalt shall have no obligation to indemnify Customer to the extent such claims, damages or expenses are caused by Customer or anyone other than Weems Asphalt. Weems Asphalt shall furnish Customer with its Certificate of Insurance current as of the time of contract and shall, if requested by Customer, name Customer as an additional insured of its policy of commercial general liability insurance by endorsement reasonable acceptable to Weems Asphalt and its insurer.
7. Mutual Waiver of Consequential Damages and Limitation of Liability. Neither Weems Asphalt nor Customer shall be liable to the other for any consequential damages. Except for damages covered by Weems Asphalt's insurance or within the scope of Weems Asphalt's obligations of indemnity for third-party claims, Weems Asphalt shall not be liable to Customer for damages, expenses or fees in excess of the contract price actually paid by Customer.
8. Dispute Resolution. Weems Asphalt and Customer shall endeavor to resolve any claims and disputes between them through negotiation or privately administered mediation. Any actions brought to enforce the contract and/or claims arising from the contract or the work of Customer's Project shall be brought in Maricopa County Superior Court.

Payment Terms:

NET 15 DAYS

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Weems Asphalt** **Authorized Signature:** _____ **Estimator:** Russ Short 480.997.0574 rshort@weemsasphalt.com

Docusign Envelope ID: F213A97E-9635-408E-B7ED-F68101A4E5D1

EXHIBIT H

BUILDERS RISK INSURANCE

Certificate Of Completion

Envelope Id: F213A97E-9635-408E-B7ED-F68101A4E5D1
Status: Sent
Subject: **Council item** AI2502.401 (c7.17) Annual Airport Pavement Maintenance
EDMS Application: PWU_CAPITAL_PROJECTS_CONTRACT_MANAGEMENT
Source Envelope:
Document Pages: 23
Signatures: 2
Certificate Pages: 8
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
6/11/2025 | 05:42 PM
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
Salvador Encinas sal.encinas@sdb.com SR JOC PM Security Level: Email, Account Authentication (None)	Salvador Encinas Signature Adoption: Pre-selected Style Using IP Address: 208.44.182.114	Sent: 6/12/2025 | 08:39 AM Viewed: 6/12/2025 | 08:42 AM Signed: 6/12/2025 | 08:43 AM
Electronic Record and Signature Disclosure: Accepted: 6/12/2025 | 08:42 AM ID: 35b326a5-652a-46aa-a5d7-9702deceb78c		
Daniel Haskins daniel.haskins@chandleraz.gov CIP City Engineer Security Level: Email, Account Authentication (None)	Daniel Haskins Signature Adoption: Pre-selected Style Using IP Address: 198.241.2.1	Sent: 6/12/2025 | 08:43 AM Viewed: 6/12/2025 | 03:31 PM Signed: 6/12/2025 | 03:32 PM
Electronic Record and Signature Disclosure: Accepted: 6/12/2025 | 03:31 PM ID: 07bf024b-cbf8-440d-83ba-0fad1bd16fe3		
Daniel L Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		

Signer Events	Signature	Timestamp
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Michelle Reeder michelle.reeder@chandleraz.gov Procurement Senior Specialist City of Chandler Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2025 | 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		Sent: 6/12/2025 | 03:32 PM
Records Division Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Agent Delivery Events	Status	Timestamp
Brian Heaward brian.heaward@sdb.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/12/2025 | 08:09 AM ID: ea58ca63-fb50-49a3-b9bb-7c6afa169d81	VIEWED Using IP Address: 208.44.182.114	Sent: 6/11/2025 | 06:01 PM Viewed: 6/12/2025 | 08:09 AM Completed: 6/12/2025 | 08:39 AM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Michelle Reeder michelle.reeder@chandleraz.gov Procurement Senior Specialist City of Chandler Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2025 | 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509	COPIED	Sent: 6/11/2025 | 06:00 PM
Hafiz Noor Hafiz.Noor@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 6/11/2025 | 06:00 PM Viewed: 6/12/2025 | 08:37 AM

Carbon Copy Events	Status	Timestamp
Accepted: 6/5/2025 | 10:52 AM ID: e3e75437-c682-4f27-9390-74d209de04cf		
Raymond Potts Raymond.Potts@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/7/2025 | 10:12 AM ID: ebb9cc7b-b8c5-406e-b2cc-8eb776ae036e	COPIED	Sent: 6/11/2025 | 06:00 PM
Sal Encinas Sal.Encinas@sdb.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/12/2025 | 08:42 AM ID: 35b326a5-652a-46aa-a5d7-9702deceb78c	COPIED	Sent: 6/11/2025 | 06:01 PM Viewed: 6/12/2025 | 04:30 AM
Michelle Reeder michelle.reeder@chandleraz.gov Procurement Senior Specialist City of Chandler Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2025 | 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509	COPIED	Sent: 6/12/2025 | 08:43 AM
Raymond Potts Raymond.Potts@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/7/2025 | 10:12 AM ID: ebb9cc7b-b8c5-406e-b2cc-8eb776ae036e	COPIED	Sent: 6/12/2025 | 03:32 PM
Hafiz Noor Hafiz.Noor@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/5/2025 | 10:52 AM ID: e3e75437-c682-4f27-9390-74d209de04cf	COPIED	Sent: 6/12/2025 | 03:32 PM Viewed: 6/12/2025 | 03:53 PM
Michelle Reeder michelle.reeder@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2025 | 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		
Michelle Reeder michelle.reeder@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2025 | 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		

Carbon Copy Events	Status	Timestamp
Bridgette Rhodehouse Bridgette.Rhodehouse@chandleraz.gov Jennifer Ekblad jennifer.ekblad@chandleraz.gov Dorothy Hernandez dorothy.hernandez@chandleraz.gov Vianka Enriquez Vianka.Enriquez@chandleraz.gov Signing Group: Records Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Michelle Reeder michelle.reeder@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/18/2025 | 10:55 AM ID: 1ac24ab2-9990-4da1-8fdc-64ed51bd8509		
Donna Rygiel donna.rygiel@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/28/2025 | 11:23 AM ID: 40e41fec-eb0c-46d0-b3fc-d151223d8411		
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Sal Encinas Sal.Encinas@sdb.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Brian Heaward brian.heaward@sdb.com Security Level: Email, Account Authentication (None)		

Carbon Copy Events	Status	Timestamp

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/11/2025 | 06:00 PM
Envelope Updated	Security Checked	6/12/2025 | 08:39 AM
Envelope Updated	Security Checked	6/12/2025 | 08:39 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

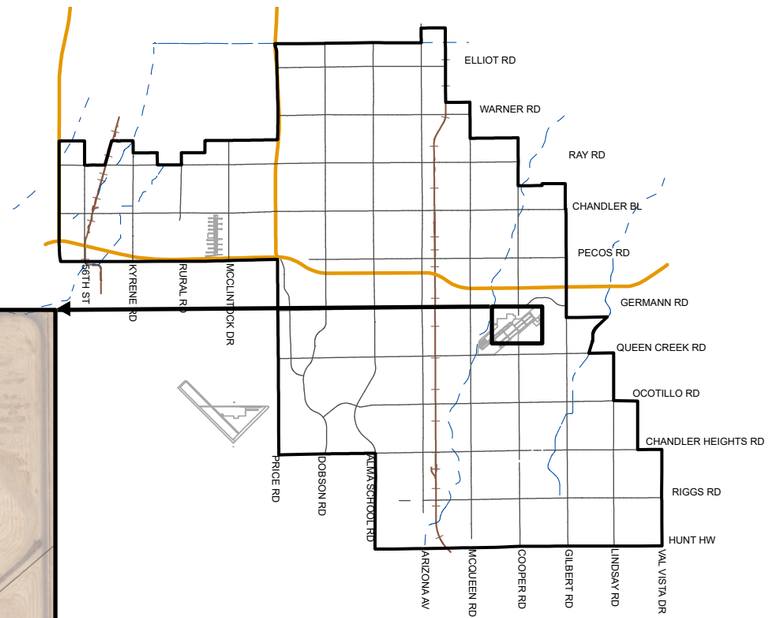
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future 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

ANNUAL PAVEMENT MAINTENANCE
PROJECT NO. AI2502.401



MEMO NO. CP26-002

PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2025\CP25-133\CP25-133.aprx 5/28/2025 CameronK

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. N/A

Date: July 14, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Corey Povar, Assistant Director
Subject: Agreement No. CS1-967-4327, Amendment No. 4, with Nutrien Ag Solutions, Inc., and Rentokil North America, Inc., dba Target Specialty Products, for Fertilizers, Herbicides, and Pesticides

---

Proposed Motion:

Move City Council approve Agreement No. CS1-967-4327, Amendment No.4, with Nutrien Ag Solutions, Inc., and Rentokil North America, Inc., dba Target Specialty Products, for fertilizers, herbicides, and pesticides, in a combined amount not to exceed $200,000, for a one-year term, August 1, 2025, through July 31, 2026.

Background/Discussion:

The City of Chandler park system currently contains over 1,200 acres of developed parkland. The Park Operations Division needs to purchase fertilizer, herbicide, and pesticide materials for use in city parks. Certified park staff will apply these materials. Herbicides are used in the control of weed germination and establishment within the landscaped areas. Pre-emergent herbicides are applied twice per year, with post-emergent spot spraying applied twice per month. Pesticides are used to control mosquitoes and ants within the parks. Parks will require $150,000 in fertilizer, herbicide, and pesticide materials in the next one-year period for park needs, and an additional $50,000 for herbicide and pesticide materials used in right-of-way areas throughout the City.

Evaluation:

On July 15, 2021, City Council approved an agreement with Nutrien Ag Solutions, Inc., and Rentokil North America, Inc., dba Target Specialty Products, for fertilizers, herbicides, and pesticides, for a one-year period, with the option of up to four (4) additional one-year extensions. The vendors have agreed to extend for one additional year at the same terms and conditions, and with an overall price increase of 5%, citing increases in material costs. Staff recommends extension of the agreements for the term of August 1, 2025, through July 31, 2026.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.5318	General Fund	N/A	$200,000	N

Attachments

4327 Amendment 4_Target

4327 Amendment 4_nutrien

Docusign Envelope ID: C7F92F1B-BAD8-4E06-AD1A-F130D443DF46

City Clerk Document No. _____

City Council Meeting Date: July 17. 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FERTILIZERS, HERBICIDES AND PESTICIDES
CITY OF CHANDLER AGREEMENT NO. CS1-967-4327

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 Rentokil North America, Incl, dba Target Specialty Products, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for fertilizers, herbicides and pesticides (Agreement); and

WHEREAS, the term of the Agreement was August 1, 2021, through July 31, 2022, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for fertilizers, herbicides and pesticides in an amount not to exceed $200,000 for the extension term; and

WHEREAS, the Parties wish to exercise the fourth option through this Amendment No. 4 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 1, 2025, through July 31, 2026.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 4. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed $200,000.

Docusign Envelope ID: C7F92F1B-BAD8-4E06-AD1A-F130D443DF46

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Salena Hoiby

Sales Rep.

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney JMB

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: C7F92F1B-BAD8-4E06-AD1A-F130D443DF46

EXHIBIT B
REVISED PRICING

Group1 – Fertilizers				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	32-2-8 with 50% slow release N Brand: 31-3-5 Target 50% XRT 3% FE_ Bag Size: __50 lb._____	50	Ton	$35.94
2	21-0-0 Ammonium Sulfate Fertilizer Brand: __Yara_____ Bag Size: ___50 lb._____	5	EA	$19.82
3	15.5-0-0 Calcium Nitrate Brand: ___Yara_____ Bag Size: ___50 lb. _____	3	EA	$17.87
4	18-5-0 with 0.20 Dimension Brand: 18-5-0 Evergreen Minis w/Dimension .2% Bag Size: ___50 lb._____	60	EA	$38.87
5	46-0-0 Urea Fertilizer Brand: __Yara_____ Bag Size: ___50 lb._____	1	EA	$22.00
6	Dispersal Brand: ___Yellowstone 90%_____ Bag Size: ____50 lb._____	1	EA	$13.58
7	21-7-14 Turf Royale with 9.9% Nitrate Nitrogen Brand: _Yara_____ Bag Size: ___50 lb. _____	1	EA	$26.78

Docusign Envelope ID: C7F92F1B-BAD8-4E06-AD1A-F130D443DF46

REVISED PRICING

Group 2 - Fungicides				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
8	Subdue Brand: ___Syngenta_____ Bag Size: ___1 gallon bottle_____	1	Gallon	$623.00
Group 3 - Herbicides				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
9	Gallery Pre-emergent Brand: ___Corteva_____ Bag Size: __1 lb. bottle_____	1	BTL	$143.50
10	Kleenup Pro Herbicide Brand: ___Ranger Pro Herbicide Bag Size: ___2.5 gallon jug_____	55	Gallon	$45.64
11	Mec Amine D Herbicide Brand: __sub Nufarm/Weeder 64__ Bag Size: __2.5 gallon jug_____	2.5	EA	$53.00
12	Diquat Herbicide Brand: sub Syngenta/Tribune Herbicide_ Bag Size: ____2.5 gallon jug_____	20	EA	$180.00
13	Reward Herbicide Brand: __Syngenta_____ Bag Size: __2.5 gallon jug_____	2.5	Gallon	$242.50
14	Surflan in 2.5 gallon containers	30	Gallon	NA
15	Fusilade II Brand: _Syngenta_____ Bag Size: ___32 oz.	8	EA	$96.45

Docusign Envelope ID: C7F92F1B-BAD8-4E06-AD1A-F130D443DF46

Group 3 -Herbicides continued				
16	Pendulum Aqua Cap; 2.5 gallon Brand: ___BASF_____ Bag Size: __2.5 gallon jug___	1000	EA	$128.89

17	Round Up Pro Concentrate 2.5 gallon Brand: ___Bayer_____ Bag Size: __2.5 gallon jug_____	2.5	Jug	$60.09
18	Round Up Quick Pro, in 6.8 lb. jug Brand: ____Bayer_____ Bag Size: ___6.8 lb. jug_____	100	Jugs	$120.00
19	Rodeo, in 2.5 gallon containers Brand: __Roundup Pro Con Bag Size: __2.5 gallon jug____	5	Gallon	$60.90
20	Celsius 10 oz. bottle Brand: __Bayer Agency_____ Bag Size: _10 oz bottle_____	8	Bottles	$131.20
21	Vanquish 2.5 gallon Brand: ___sub Clash/Nufarm___ Bag Size: __2.5 gallon jug_____	5	Gallon	$110.09
22	Pendulum 3.3 EC; 2.5 gallon Brand: __sub Pendulum Aqua Cap Bag Size: ____2.5 gallon jug___	1000	Gallon	NA
23	Evade FL, 2.5 gallon Brand: _sub Quali Pro Prodiamine 4L Bag Size: __2.5 gallon jug_____	1000	EA	$235.70

Docusign Envelope ID: C7F92F1B-BAD8-4E06-AD1A-F130D443DF46

Group 4 - Insecticides				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
24	Duo-Cide Insecticide	100	Pound	$51.87
25	Abate 4-E mosquito control	2	Gallons	NA
26	Abate 5% granules	5	Pound	NA
27	Vectobac, in 40 lb. box Sub: Aquabac 200g	10	Boxes	$75.00
28	VectoLex, in 40 lb. box	5	Boxes	NA
29	Altosid XR tabs	3	Cases	$866.68

Docusign Envelope ID: C7F92F1B-BAD8-4E06-AD1A-F130D443DF46

Group 5 – Miscellaneous Products				
ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE
30	Alco Olive Stop, 1 gallon jugs Brand: ___Sub Maintain____ Bag Size: __1 gallon bottle____	1	Gallons	$425.03
31	Turf Trax Marking Dye Brand: __sub TS Pro Pacific Blue Size: __2.5 gal____	100	EA	$65.00
32	Foam Fighter, Brand: _Miller_____ Size: ___32 oz bottle_____	16	Each	$13.97
33	Target Pro Spreader Brand: __Brandt_____ Bag Size: __Gallon jug_____	15	Gallon	27.97
34	Agradex, 2.5 gallons Brand: _ Bag Size: _Gallon Jug_____	10	Gallon	NA
35	Game-Up Brand: ___sub Quali-Pro T-Nex Bag Size: __Gallon Jug_____	10	Gallon	$105.45
36	Embark, 1 gallon container Brand: Sub Quali Pro Ethephon 2 SL Bag Size: __2.5 gallon jug____	1	EA	$103.34
37	Amdro; granular Brand: _Amdro fire ant bait granules__ Bag Size: __1 LB_____	24	Pound	$17.99

Docusign Envelope ID: C7F92F1B-BAD8-4E06-AD1A-F130D443DF46

Group 6 – Soil Amendments				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
38	Soil Amendments – Mulch suitable for over seeding topdressing.	200	Cubic Yard	NA

In the event of a price increase, the distributor will supply a price justification letter from the manufacturer and the product will be available at 20% below list cost.

All other products in Target's catalog are available at 20% below list cost.

Public agencies are allowed to piggyback off the City of Chandler contract per approval.

Docusign Envelope ID: 7C79B36D-19F6-4138-A75F-83AA53C924DF

City Clerk Document No. _____

City Council Meeting Date: July 17. 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FERTILIZERS, HERBICIDES AND PESTICIDES
CITY OF CHANDLER AGREEMENT NO. CS1-967-4327

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 Nutrien AG Solutions, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for fertilizers, herbicides and pesticides (Agreement); and

WHEREAS, the term of the Agreement was August 1, 2021, through July 31, 2022, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for fertilizers, herbicides and pesticides in an amount not to exceed $200,000 for the extension term; and

WHEREAS, the Parties wish to exercise the fourth option through this Amendment No. 4 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 1, 2025, through July 31, 2026.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 4. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed $200,000.

Docusign Envelope ID: 7C79B36D-19F6-4138-A75F-83AA53C924DF

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Jennifer Norton

Operations Manager

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney JWB

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: 7C79B36D-19F6-4138-A75F-83AA53C924DF

EXHIBIT B
REVISED PRICING

Group 1 – Fertilizers				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	32-2-8 with 50% slow release N Brand: Nutrite_ Bag Size: 50 lb.	50	Ton	$ 1200
2	21-0-0 Ammonium Sulfate Fertilizer Brand: __Best_____ Bag Size: __50 lb_____	5	Ton	$ 740
3	15.5-0-0 Calcium Nitrate Brand: Yara Bag Size: __50 lb._____	3	Ton	$ 765.
4	18-5-0 with 0.20 Dimension Brand: Nutrite Bag Size: _50 lb._____	60	Ton	NA
5	46-0-0 Urea Fertilizer Brand: _Best/Yara Bag Size: __50 lb. _____	1	Ton	$ 1280
6	Dispersal Bag Size: 50lb.	1	Ton	$ 760
7	21-7-14 Turf Royale with 9.9% Nitrate Nitrogen Brand: _Yara Bag Size: __50 lb. _____	1	Ton	$ 1200
	Alternatives			
	17-3-0 Urea/Biosolids. 50 lb.	Ton	$660	
	6-6-0. 1800 lb.	Ton	$480	
	5-3-0, 50 lb. bag	Ton	$600	
	39-0-0 BCMU 50 lb.	Ton	$2,180	
	9-9-9 mini w/10% FE, 50lb	Ton	$1400	

Docusign Envelope ID: 7C79B36D-19F6-4138-A75F-83AA53C924DF

Group 2- Fungicides

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
8	Subdue Brand: ___Syngenta_____ Bag Size: ___1 gal_____	1	Gallon	$ 623

Group 3 - Herbicides

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
9A	Gallery Pre-emergent Brand: ___75DF Stwdshp_____ Bag Size: __1 lb._____	400	Pound	$ 143.50
9B	Gallery SC-Stwdshp	1	Quart	$194.25
10	Kleenup Pro Herbicide Brand: ___LPI_____ Bag Size: ___2.5 gal_____	55	Gallon	$ 27
11	Mec Amine D Herbicide Brand: ___LPI_____ Bag Size: ____2.5 gal_____	2.5	Gallon	$ 34
12	Diquat Herbicide Brand: ____Syngenta/Tribune_____ Bag Size: ___2.5 gal_____	20	Gallon	$ 58.50
13	Reward Herbicide Brand: ____Syngenta_____ Bag Size: ____2.5 gal_____	2.5	Gallon	$ 99
14	Surflan in 2.5 gallon containers	30	Gallon	N/A

Docusign Envelope ID: 7C79B36D-19F6-4138-A75F-83AA53C924DF

Group 3 - Herbicides Continued				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
15	Fusillade II in 1-quart containers Brand: ___Syngenta_____ Bag Size: ___1 Qt._____	8	Gallon	$ 375
16	Pendulum Aqua Cap; 2.5 gallon Brand: ___BASF_____ Bag Size: ___2.5 gal_____	1000	Gallon	$ 52
17	Round Up Pro Concentrate 2.5 gallon Brand: __Monsanto/Bayer_____ Bag Size: __2.5 gal_____	2.5	Gallon	$ 33
18	Round Up Quick Pro, in 6.8 lb. jug Brand: __Monsanto/Bayer_____ Bag Size: _6.8 lb._____	100	Jugs	$ 127.84
19	Rodeo, in 2.5 gallon containers	5	Gallon	NA
20	Celsius 10 oz. bottle Brand: ___Bayer_____ Bag Size: ___10 oz. _____	8	Bottles	$ 131.20
21	Vanquish 2.5 gallon Brand: ___NuFarm/Clash_____ Bag Size: ____2.5 gal_____	5	Gallon	$ 84
22	Pendulum 3.3 EC; 2.5 gallon	1000	Gallon	NA
23	Evade FL, 2.5 gallon Brand: _____LPI_____ Bag Size: ____1 gal._____	1000	Gallons	$ 120
	Specticle Flo	1	Gallon	$2,072
	Esplanade 200 SC	2.5	Gallon	$1,510
	Semera SC	1	Gallon	$548

Docusign Envelope ID: 7C79B36D-19F6-4138-A75F-83AA53C924DF

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
24	Du-O-Cide Insecticide	100	Pound	NA
25	Abate 4-E mosquito control	2	Gallons	NA
26	Abate 5% granules	5	Pound	NA
27	Vectobac, in 40 lb. box	10	Boxes	NA
28	VectoLex, in 40 lb. box	5	Boxes	NA
29	Altosid XR tabs	3	Cases	NA

Docusign Envelope ID: 7C79B36D-19F6-4138-A75F-83AA53C924DF

Group 5 – Miscellaneous Products				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
30	Alco Olive Stop, 1 gallon jugs	1	Gallons	NA
31	Turf Trax Marking Dye Brand: ___LPI_____ Bag Size: ___2.5 gal_____	100	Gallon	$ 34.00
32	Foam Fighter, 1 quart Brand: __LPI_____ Bag Size: ____1 Qt. _____	16	Quarts	$ 20.50
33	Target Pro Spreader Brand: __LPI/ACT.90_____ Bag Size: ___2.5 gal_____	15	Gallon	$34.00
34	Agradex, 2.5 gallons	10	Gallon	NA
35	Game-Up Brand: ____LPI_____ Bag Size: ___1 gal_____	10	Gallon	$ 155
36	Embark, 1 gallon container	1	Gallon	NA
37	Amdro; granular Bag Size: ____1 lb._____	24	Pound	$ 10.15

Group 6- Soil Amendments				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
38	Soil Amendments – Mulch suitable for over seeding topdressing.	200	Cubic Yard	NA

City Council Memorandum Community Services Memo No. CP26-001

Date: July 14, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
Daniel Haskins, Capital Projects Division Manager
From: Alyssa Siqueiros, Construction/Design Project Manager
Subject: Job Order Project Agreement No. PR2504.402 with Hunter Contracting Co., Pursuant to Job Order Master Agreement No. JOC2419.401, for the Veterans Memorial Phase 3 Recognition Panels

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Proposed Motion:

Move City Council award Job Order Project Agreement No. PR2504.402 to Hunter Contracting Co., pursuant to Job Order Master Agreement No. JOC2419.401, for the Veterans Memorial Phase 3 Recognition Panels, in an amount not to exceed $266,880.08.

Background/Discussion:

Veterans Oasis Park is located at the northeast corner of Chandler Heights Road and Lindsay Road. This 113-acre community park features the Chandler Nature Center, a lake, an extensive network of walking trails, recharge basins, a Police substation, and the Field of Honor Veterans Memorial.

In 2016, the City completed Phase I of the Veterans Memorial, which included an elevated plaza replicating the Arizona State flag, as well as parking and landscaping improvements. In 2021, Phase II was completed, adding lighted monument plinths and cubes designed to reflect the precise proportions of the American flag.

Phase III of the project will add two new 20-foot sections of Veteran recognition name panels, to be installed between the existing informational columns at the Memorial. The city plans to add new names to these panels each Veterans Day to

honor those who have served in the U.S. Armed Forces. As with the previous phases, city staff collaborated with Veteran stakeholders to inform the design of the new recognition panels.

The project scope includes the fabrication and installation of the name recognition panels and the cabinetry to house them. The contract allows for 180 calendar days to complete the work following the Notice to Proceed, with the goal of dedicating the new panels on Veterans Day 2025.

A Council Subcommittee meeting will be scheduled in the coming month—pending availability—to review the proposed application process for selecting names to be added each year.

Evaluation:

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

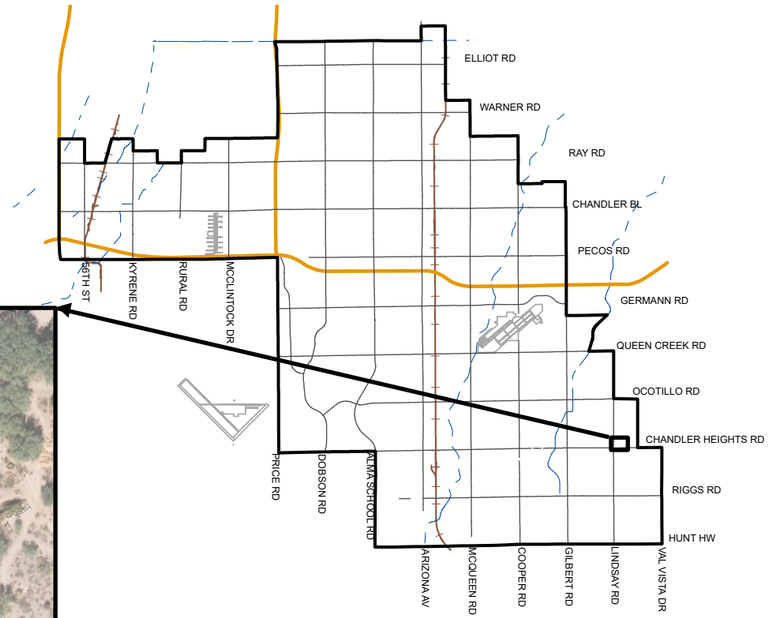
Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4580.6210.6PR530	Park Bonds	Existing Community Park Improvement	$266,880.08	Y

Attachments

Location Map
Agreement
Veteran Panel Rendering

CITY OF CHANDLER VETERANS MEMORIAL
PHASE 3 RECOGNITION PANELS
CITY PROJECT NO. PR2504.402



MEMO NO. CP26-001

PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2025\CP25-119\CP25-119\CP25-119.aprx 4/17/2025 CameronK

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CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

VETERANS MEMORIAL PHASE 3 RECOGNITION PANELS
Project No. PR2504.402
Council Date: July 17, 2025

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2025 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and Hunter Contracting Co., an Arizona limited liability company, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2419.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

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

RECITALS

A. On or about February 13, 2024, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

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

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the Veterans Memorial Phase 3 Recognition Panels, Project Number PR2504.402 The scope of work consists of custom manufacturing and installing of new Veteran name panels and associated cabinets in between the existing donor columns at Veterans Oasis Park Memorial, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

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

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

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

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of $266,880.08 Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within 180 calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

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

CITY:	Construction Project Manager: Adam Kleiser	
	Phone:	480-782-3325
	Email:	Adam.Kleiser@chandleraz.gov
JOC CONTRACTOR:	Hunter Contracting Co.	
	701 North Cooper Road	
	JOC Contractor Representative: Michael Gonzales	
	Phone:	602-541-0671
	Email:	michaelg@huntercontracting.com

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

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

SIGNATURE PAGE TO FOLLOW

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

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

"CITY"
CITY OF CHANDLER

Mayor

RECOMMENDED BY:

Daniel Haskins June 23, 2025
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"JOC CONTRACTOR"
HUNTER CONTRACTING CO.

Chuck English June 23, 2025
Signature Date

Chuck English
Print Name

President
Title

chucke@huntercontracting.com
Signer Email Address

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

EXHIBIT A
SCOPE OF WORK

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

701 N. Cooper Rd, Gilbert, AZ 85233
6930 N. Camino Martin, Tucson, AZ 85741
3580 W. Ina Rd, Ste170, Tucson, AZ 85741
www.huntercontracting.com

EXHIBIT "A"

JOB ORDER COST PROPOSAL
Field of Honor Ph3 - Name Recognition Plaques
SCOPE OF WORK

Project Manager:		
Agreement Title:	JOC – Field of Honor Ph3 - Name Recognition Plaques	
Agreement No.:	PR2504.402	
Contractor:	Hunter Contracting Co.	
Address:	701 N. Cooper Road	**City/State/Zip:** Gilbert/AZ/85233
JOC Rep. Name:	Michael Gonzales	
Email:	michaelg@huntercontracting.com	**Phone:** 602.541.0671
Documents:	**Plans -** Field of Honor - Veteran's Memorial Phase 3 / by Kimley Horn / 4-17-2025	
	Specs - None	
	Geotech - None	
Description of Services:	This project includes the procurement, manufacture, and installation of blank panels and associated frames. Individual name plaque allowance is included in the contingency.	
Special Terms/Notes:	*A portion of the site will be closed for approximately 1-month during installation. * This price represents installation of 10 panels in 2 sections *** Included in the schedule of values is an allowance for the purchase and installation of 420 name plaques to fill all 10 panels - pricing may adjust based on how many are ordered. This price is per individual plate painted and shipped separately. There would be a discounted rate if they are order in more than 1 per order.** * The work associated with this proposal is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to Hunter Contracting and chargeable against the Contract Price which includes all fees, costs, insurance, bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. This not to exceed price is shown on Exhibit B.	
Excluded Items:	* Permit costs * Quality Control testing * Survey	

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

EXHIBIT B
FEE SCHEDULE

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

Hunter CONTRACTING CO.
701 N. Cooper Rd, Gilbert, AZ 85233
6930 N. Camino Martin, Tucson, AZ 85741
3580 W. Ina Rd, Ste170, Tucson, AZ 85741
www.huntercontracting.com

EXHIBIT "B"

JOB ORDER COST PROPOSAL
Field of Honor Ph3 - Name Recognition Plaques
SUMMARY SHEET
Not to Exceed

Negotiated Prices	**JOC – Field of Honor Ph3 - Name Recognition Plaques**			
	Price of Subcontractor(s)		$	175,841.74
	Price of Subconsultant(s)		$	-
	General Conditions		$	27,137.20
	Preconstruction Labor (if applicable)		$	-
	Construction Labor (if applicable)		$	-
	SUBTOTAL (NEGOTIATED PRICES):		**$**	**202,978.94**
Overhead and Profit (Coefficient per Job Order Master Agreement)		**10.50%**	**$**	**21,312.79**
	TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**224,291.73**
Insurance, Bonds, & Taxes				
	Sales Tax Percentage (Current Tax Rate) **ENTER TAX % HERE:**	**5.07%**	$	11,371.59
	General Liability Insurance Percentage (Actual Cost per Job Order)		$	2,668.80
	Builder's Risk Insurance Percentage (Actual Cost per Job Order)		$	132.91
	Payment Bond (Actual Cost per Job Order)		$	1,727.05
	Performance Bond (Actual Cost per Job Order)		$	-
	SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**15,900.34**
	COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**240,192.07**
Owner Contingency			**$**	**26,688.01**
	TOTAL JOB ORDER:		**$**	**266,880.08**

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

4.1.7 *The coefficients shown in the table below will be used to determine the total amount payable to JOC Contractor for each specific Job Order. Overhead and profit will include all other expenses or costs not included in the actual cost of the project as determined in Articles 4.1.3.*

	Actual Cost of the Project (Delivery Order) Value					
	$1 to $49,999	**$50,000 to $99,999**	**$100,000 to $199,999**	**$200,000 to $499,999**	**$500,000 to $999,999**	**$1,000,000 +**
Coefficient	13.00%	11.50%	10.50%	10.50%	9.50%	8.00%

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

EXHIBIT "B.2"

JOB ORDER COST PROPOSAL
Field of Honor Ph3 - Name Recognition Plaques
SCHEDULE OF VALUES

Date: 6/12/25

Bid Item	Description	Bid Qty	UM	Unit Cost	Total Cost
	Project Cost				
1	Base Bid: Cabinets (2ea) & Panels (10 ea)	1	LS	$ 121,779.00	$ 121,779.00
	Early Procurement Contract Deduct as each will be seperate contract	(1)	LS	$ 68,434.46	$ (68,434.46)
2	Veteran Name Plaques	420	AL	$ 291.66	$ 122,497.20
	SUBTOTAL - COST			**$**	**175,841.74**
2	**General Requirements and Supervision**	**2**	**MO**	**$ 18,091.47**	**$ 27,137.20**
2.1	Temp Facilities (Fence, J-john, Clean Up, etc)	1	LS	$6,733.00	$6,733.00
5.2	Project Engineer	60	HR	$77.23	$4,633.80
5.3	Project Superintendent	120	HR	$105.92	$12,710.40
5.4	Truck, Pick Up	180	HR	$17.00	$3,060.00
	SUBTOTAL - GENERAL CONDITIONS			**$**	**27,137.20**
	GRAND TOTAL - COST				**$ 202,978.94**

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

EXHIBIT C

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

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

the _____ day of _____, 20___ for construction of **Veterans Memorial Phase 3 Recognition Panels**, **PR2504.402** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

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

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

EXHIBIT D

PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20___ for construction of **Veterans Memorial Phase 3 Recognition Panels**, **PR2504.402** which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project: **VETERANS MEMORIAL PHASE 3 RECOGNITION PANELS**
Project No.: **PR2504.402**

To the City of Chandler, Arizona

Gentlemen:

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

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

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

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

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

_____
Notary Public

_____
My Commission Expires

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **VETERANS MEMORIAL PHASE 3 RECOGNITION PANELS**
Project No.: **PR2504.402**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. PR2504.402 HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

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

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

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

N/A

Docusign Envelope ID: 37E619E5-C1F4-4012-B2E1-D00857A94123

EXHIBIT H

BUILDERS RISK INSURANCE

FIELD OF HONOR
CHANDLER

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 25-018

Date: July 14, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Mikayela Liburd, City Planner
Subject: PLH24-0035 California Duplex
Introduction and Tentative Adoption of Ordinance No. 5131

Request: Rezoning from Planned Area Development (PAD) for Single-Family Residential to PAD for a Duplex and Preliminary Development Plan for site layout and architecture.
Location: South of the southwest corner of California and Chicago Streets, generally located 1/2 mile south of the southwest corner of Chandler Boulevard and Arizona Avenue.
Applicant: Todd Thompson, ETodd Design, Inc.

Proposed Motion:

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.

Background Data:

Continuance:
This item was continued from the June 12th, 2025 City Council meeting to provide additional time to answer questions. The request is to allow a front yard setback reduction from 25 feet to 20 feet and increase the lot coverage from 45% to 46.8%. The proposed duplex complies with all other current development standards including the proposed building height (proposed - 26 feet and 7 inches to the top of the roof pitch; permitted by right - up to 35 feet).

- Approximately 0.16 Acres
- Site is currently vacant
- The proposed duplex is consistent with the city's goals to provide more missing middle housing, which includes duplexes, triplexes, fourplexes and townhomes
- The parcel located across the alley to the west received zoning approval for a similar duplex in June 2023 and is currently under construction
- Part of the original Chandler Townsite
- The property was rezoned from Multiple-Family Residential District (MF-2) to Planned Area Development in 2021 for a Single-Family home
- While most of the neighborhood currently consists of single-family homes, all the lots are zoned MF-2 (Multiple-Family Residential) or MF-3 (High Density Residential), making the duplex a compatible addition
- The proposed duplex would allow a Duplex or a Single-Family home to be consistent with MF-2 and MF-3 zoning districts that allow the development of a Single-Family home on parcels that are less than 12,000 square feet
- The request to rezone to PAD includes a requests for a reduced front yard setback and increased lot coverage

Surrounding Land Use Data:

North	MF-2, used for Single-Family Residential	South	MF-2, used for Single-Family Residential
East	California Street, then MF-2, used for Single-Family Residential	West	Alley, then a vacant MF-2 parcel

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No Change
South Arizona Avenue Corridor Area Plan	Low Density Residential with a Future Growth Area Designation	No Change

Proposed Development

Number of Units	2
Lot Size	7,200 SF
Unit 1	2,610 SF
Unit 2	3,247 SF
Density	12.1 units per acre
Setbacks	East: 20 ft. North Side: 10 ft. South Side: 5 ft. West: 20 ft.
Proposed Lot Coverage	46.8%
Maximum Lot Coverage	50%
Height	28'-6"
Parking	4 Parking Spaces (2 per unit)

Review and Recommendation

The subject property is surrounded by Multiple-Family Residential District (MF-2) properties on all sides. It was also previously zoned MF-2 before being rezoned in 2021 to its current zoning designation of Planned Area Development for Single-Family Residential. The applicant is requesting a rezone to PAD for a Duplex rather than reverting to the previous MF-2 zoning. This allows the applicant to request an increased lot coverage and a reduced front yard (east setback). The maximum lot coverage permitted in MF-2 zoning is 45%. The proposed development has a lot coverage of approximately 46.8%. A maximum of 50% lot coverage is proposed to allow the potential future addition of a roof structure over the outdoor patio located at the northeast corner of the duplex.

The front yard setback is dependent on the width of the abutting public right-of-way. Typically, single-family lots abut 50-foot wide right-of-ways, which require 20-foot front yard setbacks. In this instance, the right-of-way is 70 feet, which requires a 25-foot front yard setback. The reduction of the front yard setback from 25 feet to 20 feet is consistent with developments on similar-sized lots and allows for a more pedestrian-oriented main entry to the residence.

With respect to the height, the proposed 26 feet and 7 inches is permitted in the MF-2 district as well as in all single-family zoning districts, which permit a maximum height of 25 feet at the building setback line and increases in height at a ratio of one foot in height by one foot in distance from the setback line up to a

maximum of 35 feet at the center of the property.

The alley access garages allow for four (4) vehicles to have covered parking, with two (2) vehicles having a traditional two-car garage and the other two having a two-car tandem garage that works with the limited lot size.

The style of architecture proposed is a modern farmhouse that utilizes different materials such as siding, stone veneer, stucco and wainscot.

Staff is proposing that the requested PAD allow either a Duplex or a Single-Family home to be consistent with current MF-2 and MF-3 zoning that allow for the construction of Single-Family homes.

In 2024, the Arizona State Legislature approved House Bill 2721, requiring cities with a population of 75,000 or more to allow the development of "Missing Middle Housing" inclusive of duplexes, triplexes, fourplexes and townhomes on all lots zoned for single-family residential within one (1) mile of the city's central business district. Cities were given a deadline to comply with this bill by January 1, 2026. To this end, staff is currently drafting language to bring to the City Council before the end of this year. This mandate will likely impact future development in this neighborhood.

Staff finds the proposal to be consistent with the General Plan, the South Arizona Avenue Area Plan, and the City's goal to provide missing middle housing. The Planning and Zoning Commission recommends approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on February 28, 2025. No one attended other than the applicant.
- Staff has received emails from two residents, both of whom are opposed to the development. They have expressed concerns about the proposed building height, traffic impacts, privacy issues, and whether the proposal aligns with the character of the neighborhood.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting May 21, 2025
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 2 (Koshiol, Quinn)

At the Planning and Zoning Commission meeting, one resident expressed opposition to the request, citing concerns about building height and the future development of structures of similar scale in the neighborhood.

Chair Heumann acknowledged the neighborhood is zoned for multi-family residential, the proposed building height is below the maximum building height permitted in multi-family and single-family zoning districts, and apprehension with the increase in lot coverage regarding the potential cumulative impact of incremental increases in lot coverage over time. Moving forward, the Commission requested staff examine lot coverage percentages to avoid increasing them over 45%, which is the maximum permitted in MF-2 zoning districts.

Recommended Conditions of Approval

Rezoning

Planning and Zoning Commission recommends City Council approve the Rezoning from Planned Area Development (PAD) for Single-Family Residential to PAD for a Duplex, subject to the following conditions:

1. Development of the site shall be in substantial conformance with the exhibits titled PLH24-0035 California Duplex, kept on file in the City of Chandler Planning Division in the file PLH24-0035, except as modified by conditions herein.

2. The home builder/lot developer shall provide a written disclosure statement for the signature of any potential buyer, acknowledging that the property is located adjacent to or nearby the "Entertainment District", which may contain land uses that create adverse noise and other externalities. The "Purchase Contracts" and the property deed shall include a disclosure statement outlining that the site is adjacent to the Entertainment District. The responsibility for notice rests with the home builder/ lot developer, and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

3. Developer shall provide all required right-of-way dedications and/or easements as determined by the Development Services Director at the time of construction plan review.

4. Developer shall complete construction of all required off-site street improvements, including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City Codes, standard details, and design manuals.

5. Landscaping in all right-of-way shall be maintained by the adjacent property owner. Additionally, hardscape improvements located behind the sidewalk and within the right-of-way shall be maintained by the adjacent property owner.

6. Minimum setbacks shall be as provided below:

Setback	Distance
Front Yard (East)	20 Feet
Side Yard (North)	10 Feet
Side Yard (South)	5 Feet
Rear Yard (West)	20 Feet

7. Maximum lot coverage shall be 50%.

8. Covered parking shall consist of a 2-car garage (side by side) and a tandem 2-car garage.

9. In addition to a duplex, a single-family residence is also permitted and shall be subject to setbacks and lot coverage established within the ordinance. Parking and all other development standards shall be subject to Single-Family District (SF-8.5) requirements set forth in the City of Chandler Zoning Code. Administrative Design Review approval shall be required prior to building permit issuance of any single-family home.

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

1. Development of the site shall be substantial conformance with the exhibits, titled PLH24-0035 California Duplex Development Booklet.

2. All mechanical equipment shall be located in the side or rear yards and screened entirely from view by material(s) that are architecturally consistent with the proposed duplex.

3. Preliminary Development Plan approval does not constitute Final

Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

Attachments

Ordinance No. 5131

Vicinity Maps

PLH24-0035 California Duplex Exhibits

Letters of Opposition

ORDINANCE NO. 5131

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM PLANNED AREA DEVELOPMENT (PAD) FOR SINGLE-FAMILY RESIDENTIAL TO PAD FOR A DUPLEX IN CASE PLH24-0035 (CALIFORNIA DUPLEX), LOCATED SOUTH OF THE SOUTHWEST CORNER OF CHANDLER BOULEVARD AND ARIZONA AVENUE WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

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

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

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

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from PAD for Single-Family Residential to PAD for a Duplex, subject to the following conditions:

1. Development of the site shall be in substantial conformance with the exhibits titled "PLH24-0035 California Duplex" kept on file in the City of Chandler Planning Division, in the file in PLH24-0035, except as modified by conditions herein.

2. The home builder/lot developer shall provide a written disclosure statement for the signature of any potential buyer, acknowledging that the property is located

adjacent to or nearby the "Entertainment District", which may contain land uses that create adverse noise and other externalities. The "Purchase Contracts" and the property deed shall include a disclosure statement outlining that the site is adjacent to the Entertainment District. The responsibility for notice rests with the home builder/ lot developer and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

3. Developer shall provide all required right-of-way dedications and/or easements at the time of construction plan review.

4. Developer shall complete construction of all required off-site street improvements, including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City Codes, standard details, and design manuals.

5. Landscaping in all rights-of-ways shall be maintained by the adjacent property owner. Additionally, hardscape improvements located behind the sidewalk and within the right-of-way shall be maintained by the adjacent property owner.

6. Minimum setbacks shall be as provided below.

Setback	Distance
Front Yard (East)	20 Feet
Side Yard (North)	10 Feet
Side Yard (South)	5 Feet
Rear Yard (West)	20 Feet

7. Maximum lot coverage shall be 50%.

8. Covered parking shall consist of a 2-car garage (side-by-side parking) and a tandem 2-car garage.

9. In addition to a duplex, a single-family residence is also permitted and shall be subject to the setbacks and lot coverage established within this ordinance. Parking and all other development standards shall be subject to Single-Family District (SF-8.5) requirements set forth in the City of Chandler Zoning Code. Administrative Design Review approval shall be required prior to building permit issuance of any single-family home.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

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

ATTEST:

_____ _____
CITY CLERK MAYOR

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

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5131 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

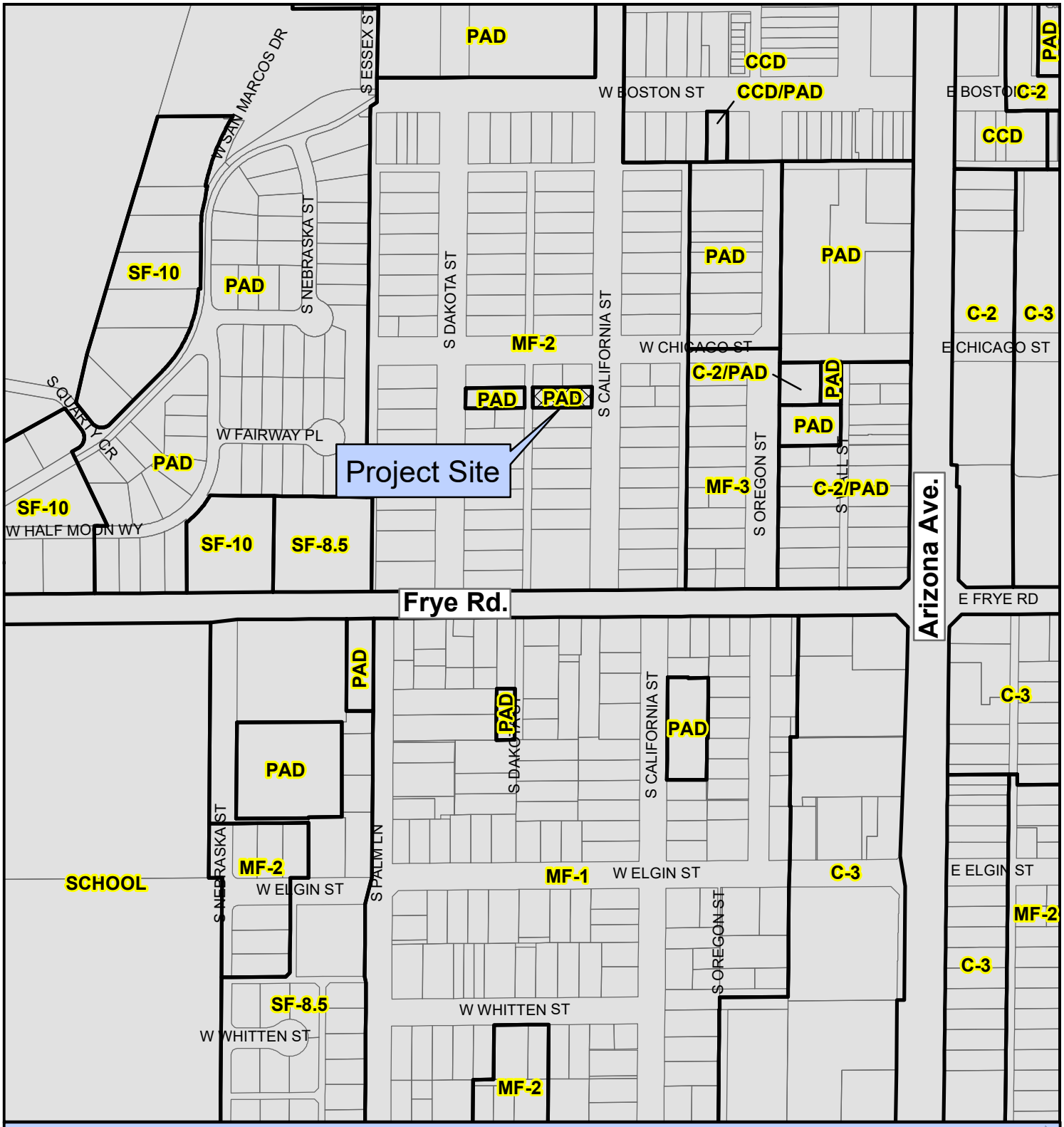
APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

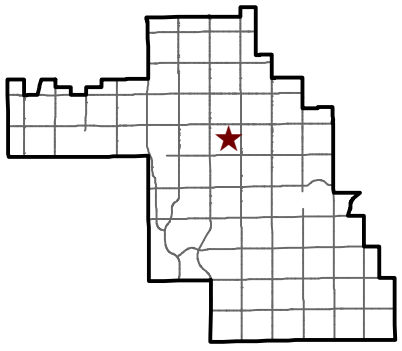
Exhibit A

Lot 938, Block 1, of THE TOWNSHIP OF CHANDLER, according to Book 9 Maps, page 2, records of Maricopa County, Arizona.



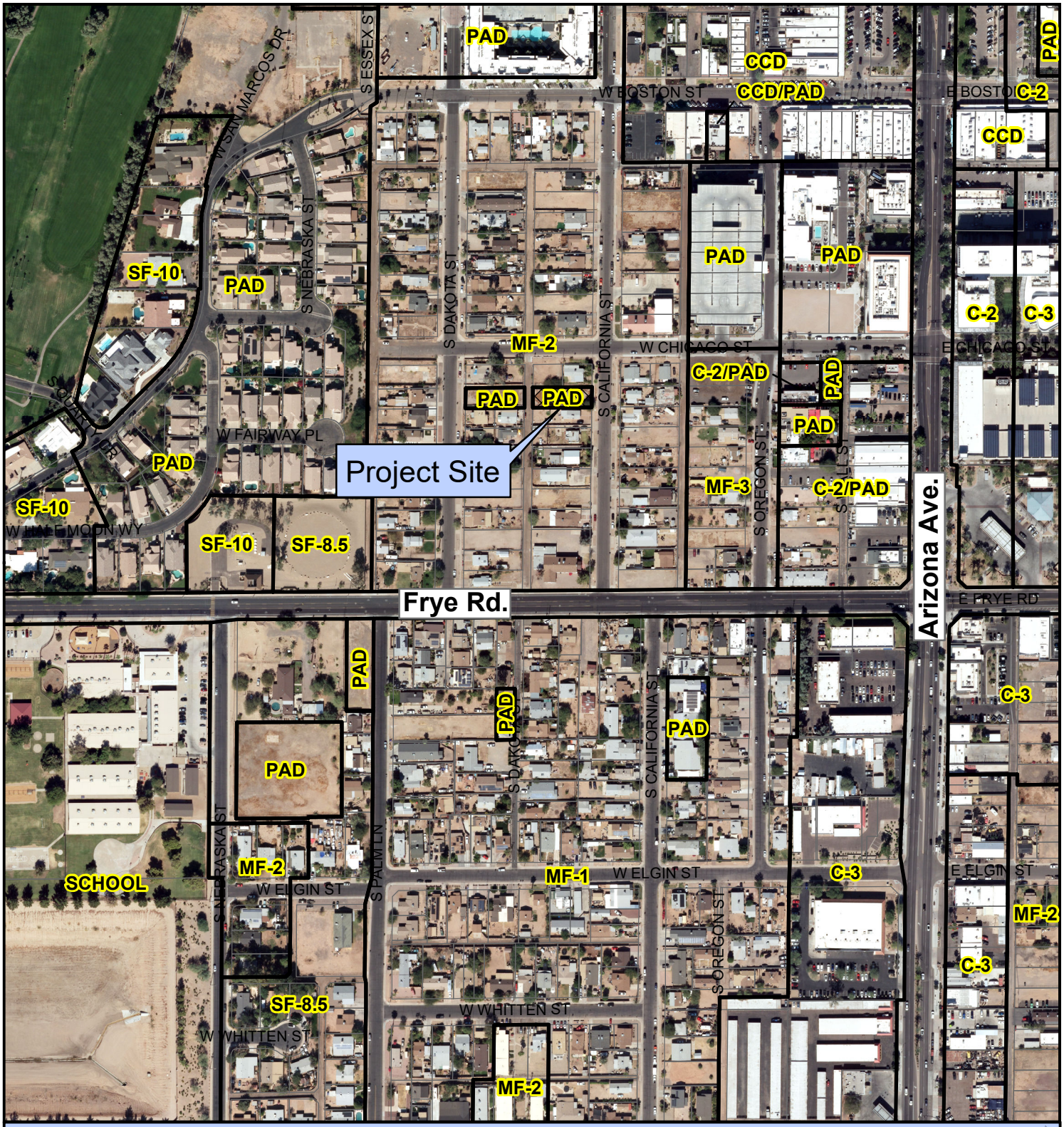
PLH24-0035 S California Duplex

Proposed Project Details
Rezone from PAD for Single -Family Residential to PAD for a Duplex and Preliminary Development Plan for site layout and building architecture



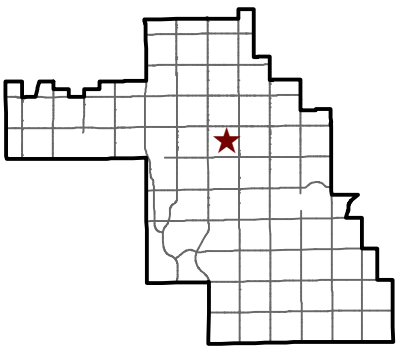
CHANDLER arizona

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



PLH24-0035 S California Duplex

Proposed Project Details
Rezone from PAD for Single -Family Residential to PAD for a Duplex and Preliminary Development Plan for site layout and building architecture



CHANDLER arizona

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

PLH24-0035

California Duplex

Exhibits

02/12/2025

MCCANCE DUPLEX

To whom it concerns:

We're proposing to rezone for a new duplex on a vacant lot located - 210 S CALIFORNIA ST, CHANDLER, AZ 85249

We are looking to approve the alley driveway entry, and reduce the front setback to 20ft.

Also, this lot is 7,200 sf, and is currently zoned Single Family PAD, and we are looking to rezone from PAD for Single-Family to PAD for Multi-Family Residential, similar to the duplex approved at 211 S Dakota St.

The character of this project fits the surrounding neighborhood and will match similar duplex properties and other that already have 2 homes on the same lot – (see below for map)

Note the red outlines indicate lots with 2 units – green indicates where we're proposing to build our new duplex.

Also, there is a house already constructed at 280 S Dakota St (APN -303-09-166) that extends up to 2-stories – (see below) Ours won't be the only structure in the neighborhood at 2-stories tall.

The style of the be modern farmhouse, using stucco veneer w/ a stone wainscot, horizontal & vertical siding in the gables and on specific walls, with a peaked concrete tile roof. The balcony and trim will be painted with a neutral accent color that coordinates with the surroundings.

This duplex will have 2 units with separate entries and separate garages. The downstairs will be unit 1, and upstairs will be unit 2. Each will include a full kitchen, laundry, living and bedrooms.

Unit 1 will feature 3 bedrooms, 2 bathrooms, and a walk-out patio. The walk-out patio will be enclosed on 3 sides by unit 1 living spaces. Unit 1 will have 1,842 SF (livable) & 525 SF (garage), for a total of 2,367 SF. No operable unit 2 windows will open to the patio, creating visual and sound separation between the 2 units.

Unit 2 will feature 3 bedrooms, 2 bathrooms, and a walk-out balcony, and a separate stair and garage entry off the back. Unit 2 will have 2,314 SF (livable), 566 SF (garage), for a total of 2,880 SF. The balcony will be available to unit 2 spaces only.

The look of the home will be modern, using multiple materials and a unique gabled layout – (please see plan and elevations). The duplex will add to the rejuvenated character of the area, while maintaining the current use of the surrounding space. Note - it will not be facing the same street as the previously approved project on S Dakota.

The rezoning of this parcel and proposed project will have no effect on the cost of constructing housing in the area.

Please let me know if you have any questions.

Sincerely,

Todd Thompson

TODD THOMPSON

PROPERTY INFO

OWNER: MCCANCE DUPLEX
PHONE: (480) 326-4848
ADDRESS: 210 S CALIFORNIA ST
CHANDLER, AZ 85249
APN: 303-09-138
LOT: 7,200 SF

PROJECT DESCRIPTION

NEW DUPLEX WITH SEPARATE GARAGES AND ENTRIES - FULL KITCHEN, 3-4 BEDROOM AND 2-3 BATHS

UNIT 1

LIVABLE:	1,842 SF
GARAGE:	525 SF
PORCH:	10 SF
UNC. PATIO:	233 SF
TOTAL SF:	2,610 SF

UNIT 2

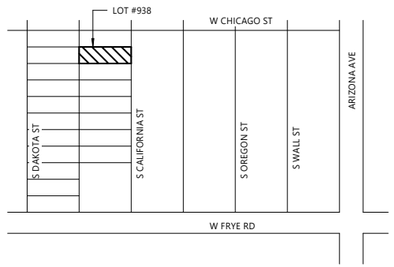
LIVABLE:	2,314 SF
GARAGE:	566 SF
PORCH:	257 SF
COV PATIO:	110 SF
TOTAL SF:	3,247 SF
TOTAL LIVABLE: (BOTH LVLS)	4,156 SF

TOTAL SITE AREA: 7,200 SF
TOTAL BUILDING AREA: 3,367 SF (INCLUDES EAVES) 46.8%
TOTAL WALL AREA: 3,078 SF (EXCLUDES EAVES) 42.75%
TOTAL LANDSCAPE AREA: 2,508 SF 33.5%

PARKING SPACES REQUIRED: 4 (2 PER UNIT)
PARKING SPACES PROVIDED: 4 (COVERED GARAGE)
HANDICAP SPACES: N/A
TOTAL PARKING PROVIDED: 4 SPACES

BUILDING HEIGHT: 28' - 6"

SITE MAP



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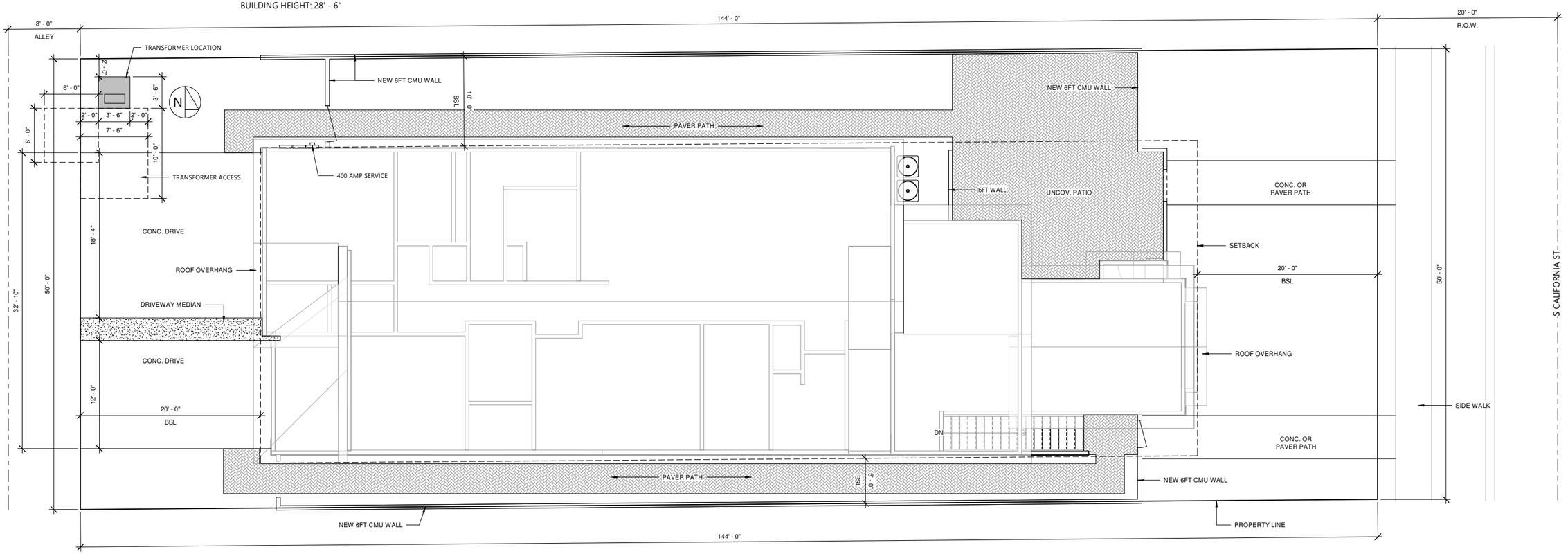
GENERAL NOTES

1 DO NOT SCALE DRAWINGS
2 ALL EXTERIOR WALLS 2X6 STUD WALLS, UNLESS OTHERWISE NOTED
3 ALL INTERIOR WALLS 2X4 STUD WALLS, UNLESS OTHERWISE NOTED
4 SWD URETHANE SPRAY FOAM - CCRR-1011
5 DECRA ROOF TILES - ESR-1754 - COLOR E
6 HARDIE BOARD SIDING - ESR-1844 - COLOR A
7 ONE-KOTE STUCCO - ESR-1471 - COLOR A
8 ALUMINUM RAILING - ESR-3485
9 ALL EXTERIOR WALLS TO BE SW1 SHEAR WALLS PER SCHEDULE, U.N.O - SHEATHING AND
10 ATTACHMENT PER PLYWOOD GSN - U.N.O. ALL DOOR AND WINDOW HEADERS TO BE (2) 2X8 STUDS U.N.O.



1 SITE PLAN DETAILS
3/16" = 1'-0"

MCCANCE DUPLEX
210 S CALIFORNIA ST

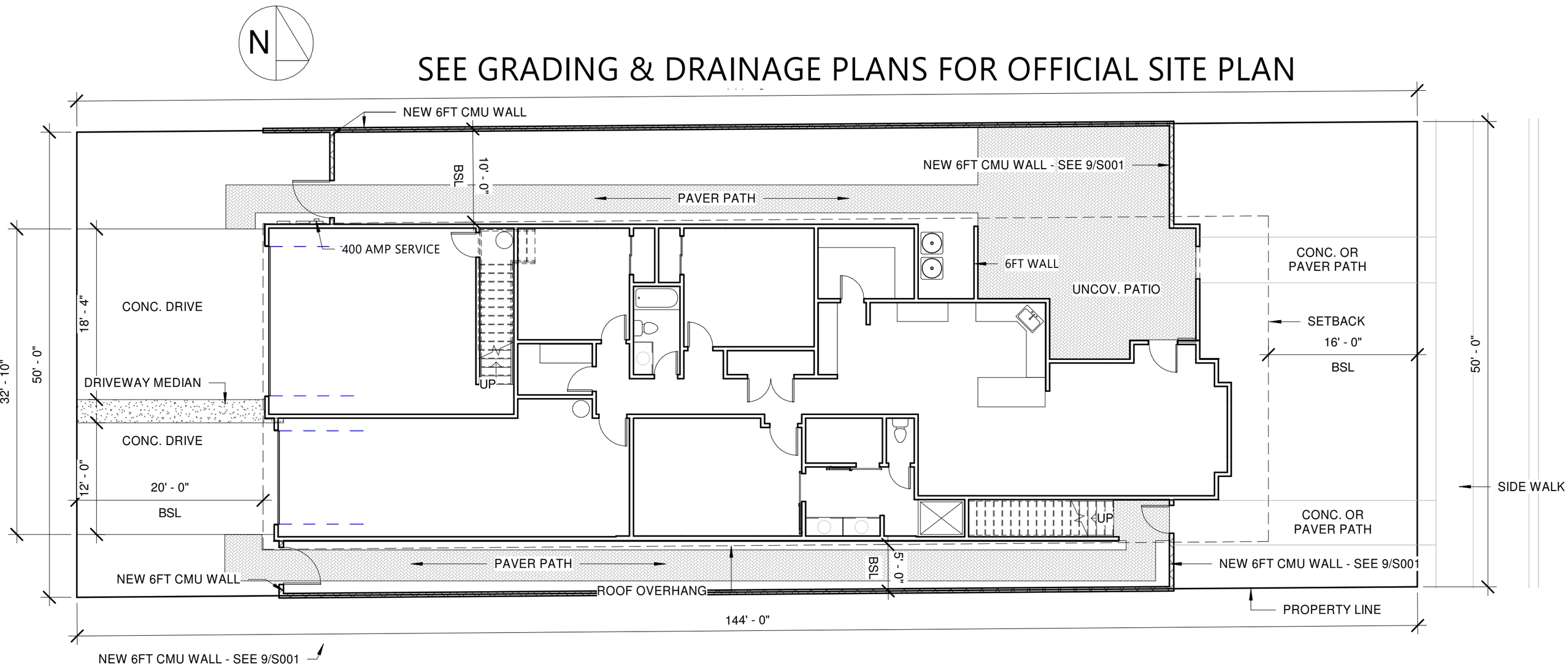
SITE PLAN

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

A000

Scale: As indicated

SEE GRADING & DRAINAGE PLANS FOR OFFICIAL SITE PLAN



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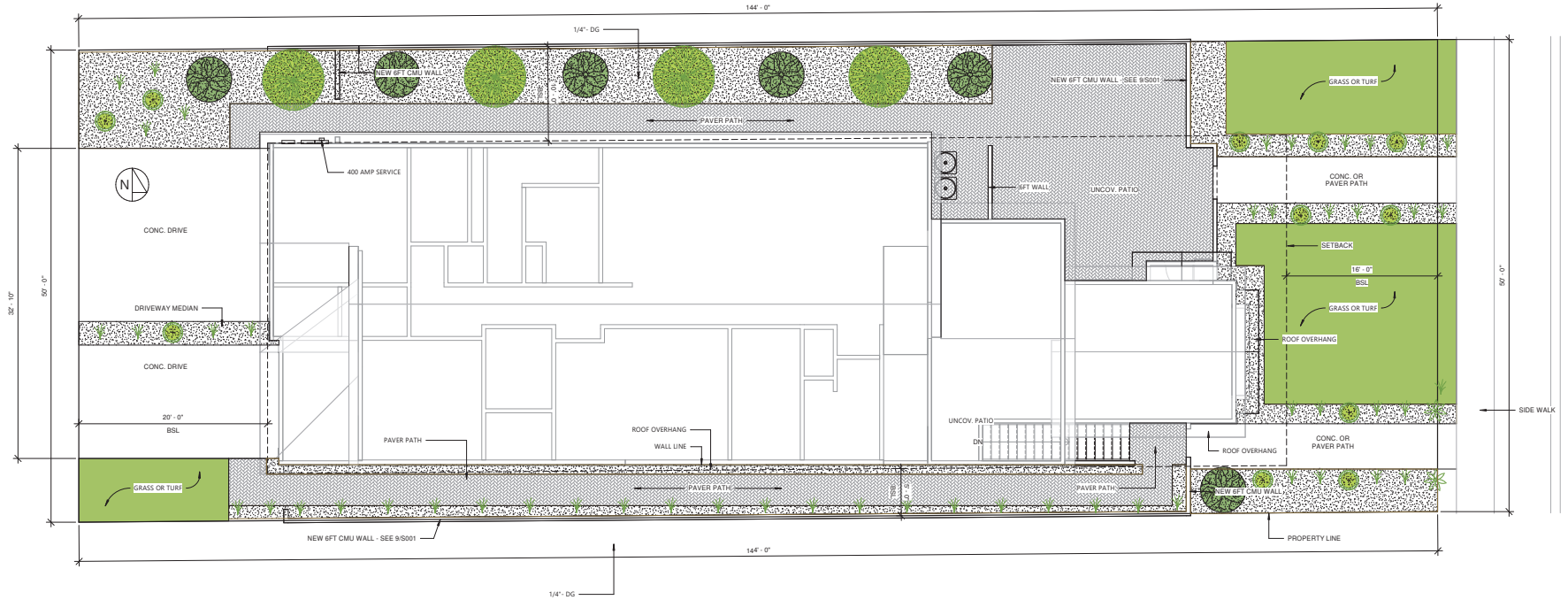
(8) - CHINESE PISTACHE - PISTACIA CHINENSIS
10 GALLON

(8) - CHASTE TREE - VITEX AGNUS-CASTUS
10 GALLON

(2) - PYGMY DATE PALM - PHOENIX ROEBELENI
5 GALLON

(13) - GAURA - GAURA LINDHEIMERI
1/2 GALLON

(32) - MEXICAN FEATHER GRASS - STIPA TENUISSIMA (NASSELLA T.)
1 GALLON



1 SITE PLAN DETAILS
3/16" = 1'-0"

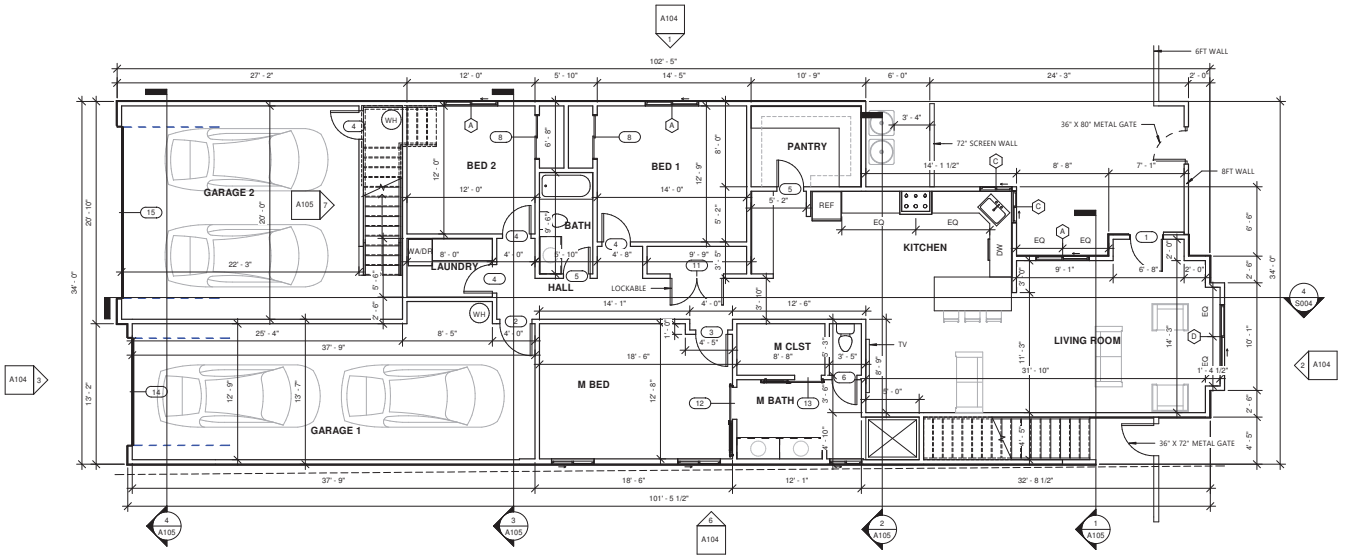
MCCANCE DUPLEX
210 S CALIFORNIA ST

LANDSCAPING PLAN

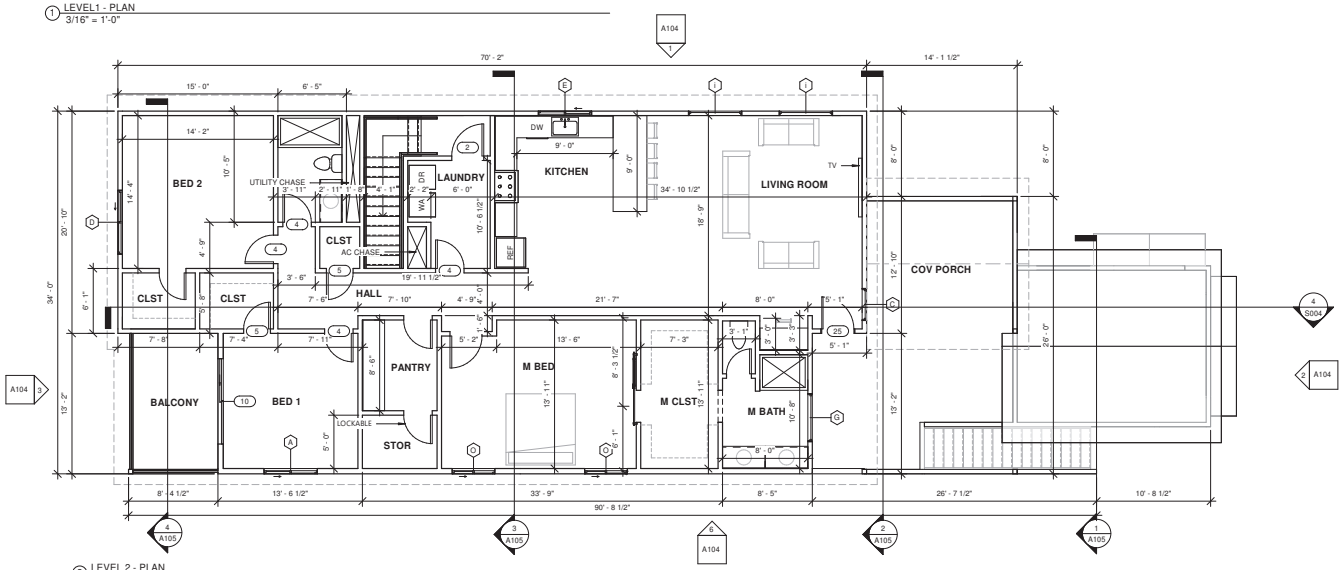
Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

L001

Scale 3/16" = 1'-0"



1 LEVEL1 - PLAN
3/16" = 1'-0"



2 LEVEL 2 - PLAN
3/16" = 1'-0"

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GENERAL NOTES

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8 ALUMINUM RAILING - ESR-3485
9 ALL EXTERIOR WALLS TO BE SW1 SHEAR WALLS PER SCHEDULE, U.N.O - SHEATHING AND
10 ATTACHMENT PER PLYWOOD GSN - U.N.O. ALL DOOR AND WINDOW HEADERS TO BE (2) 2X8 STUDS U.N.O.

WINDOW SCHEDULE

A 60" X 48" LOW-E SLIDING EGRESS WINDOW
B 48" X 84" LOW-E FIXED WINDOW
C 36" X 48" LOW-E FIXED @ 42" A.F.F.
D 72" X 60" LOW-E SLIDING EGRESS WINDOW
E 60" X 42" LOW-E SLIDING @ 42" A.F.F.
F 54" X 30" LOW-E FIXED WINDOW
G 54" X 18" LOW-E FIXED WINDOW
H 24" X 24" LOW-E FIXED WINDOW
i 60" X 48" LOW-E FIXED WINDOW

DOOR SCHEDULE

1 34" X 84" EXT. DOOR W/ TEMPERED GLASS
2 36" X 84" 20-MIN FIRE-RATED SINGLE DOOR
3 36" X 84" SINGLE INTERIOR DOOR
4 32" X 84" SINGLE INTERIOR DOOR
5 30" X 84" SINGLE INTERIOR DOOR
6 28" X 84" SINGLE INTERIOR DOOR
7 48" X 84" DOUBLE INTERIOR DOOR
8 48" X 84" SLIDING CLOSET DOOR
9 60" X 84" SLIDING BARN DOOR
10 96" X 84" SLIDING EXTERIOR DOOR
11 60" X 84" DBL INTERIOR LOCKABLE DOOR
12 36" X 84" BARN DOOR
13 30" X 84" BARN DOOR
14 144" X 84" SLIDING EXTERIOR DOOR
15 10' X 84" ROLL-UP GARAGE DOOR
16 16' X 84" ROLL-UP GARAGE DOOR
17 70" X 96" CASED OPENING

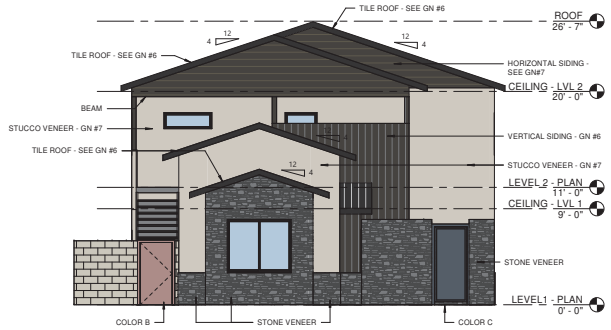
MCCANCE DUPLEX
210 S CALIFORNIA ST

FLOORPLANS

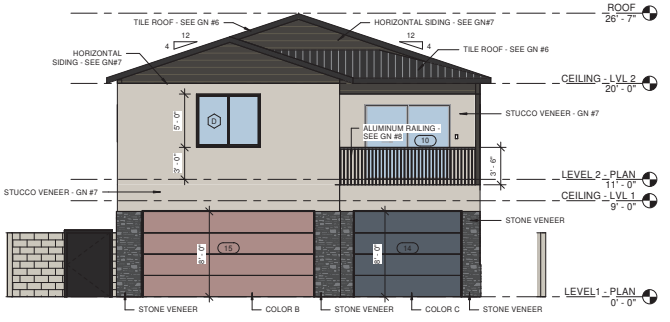
Project number — Project Number
Date — Issue Date
Drawn by — Author
Checked by — Checker

A102

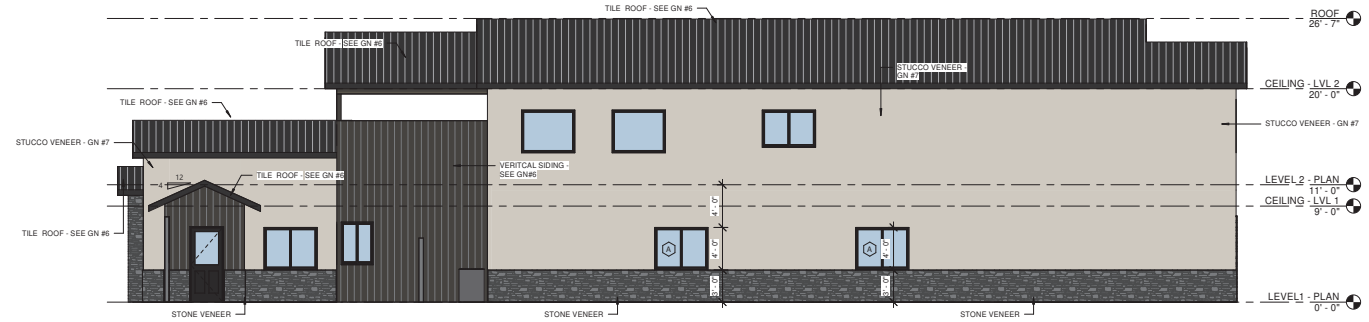
Scale — As indicated



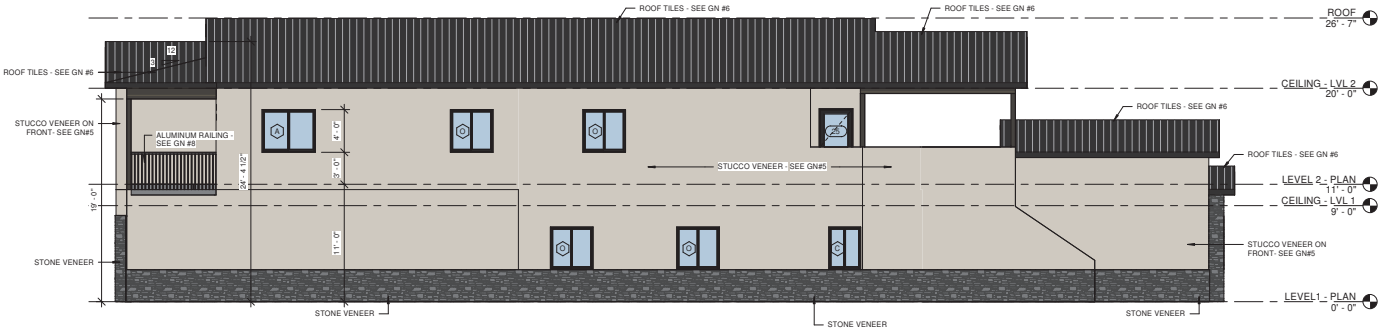
2 ELEVATION - EAST
3/16" = 1'-0"



3 ELEVATION - WEST
3/16" = 1'-0"



1 ELEVATION - SOUTH
3/16" = 1'-0"



6 ELEVATION - NORTH
3/16" = 1'-0"

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10 ATTACHMENT PER PLYWOOD GSN - U.N.O. ALL DOOR AND WINDOW HEADERS TO BE (2) 2X8 STUDS U.N.O.

COLOR NOTES

A BENJAMIN MOORE - 2107-60 SEA FROTH
B BENJAMIN MOORE - 2129 -30 BLUE NOTE
C BENJAMIN MOORE - 1189 SANTA ROSA
D BENJAMIN MOORE - 2134-30 IRON MOUNTAIN
E EAGLE DARK GRAY CONCRETE ROOF TILES
F APACHE STONE - CLOUD STRIP LEDGESTONE

MCCANCE DUPLEX
210 S CALIFORNIA ST

ELEVATIONS

Project number — Project Number
Date — Issue Date
Drawn by — Author
Checked by — Checker

A104A

Scale — As indicated

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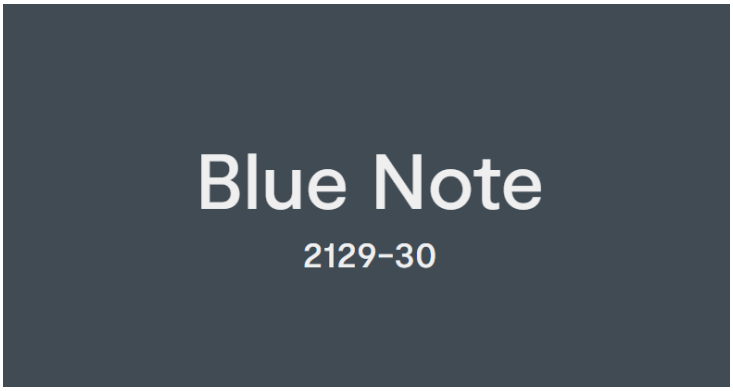
02/06/2025

To Whom it Concerns,

The following colors will be used in the locations indicated:

EXTERIOR WALL COLOR

DOWNSTAIRS DOOR COLOR



UPSTAIRS DOOR COLOR

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ROOF SOFFIT AND TRIM COLOR

Iron Mountain

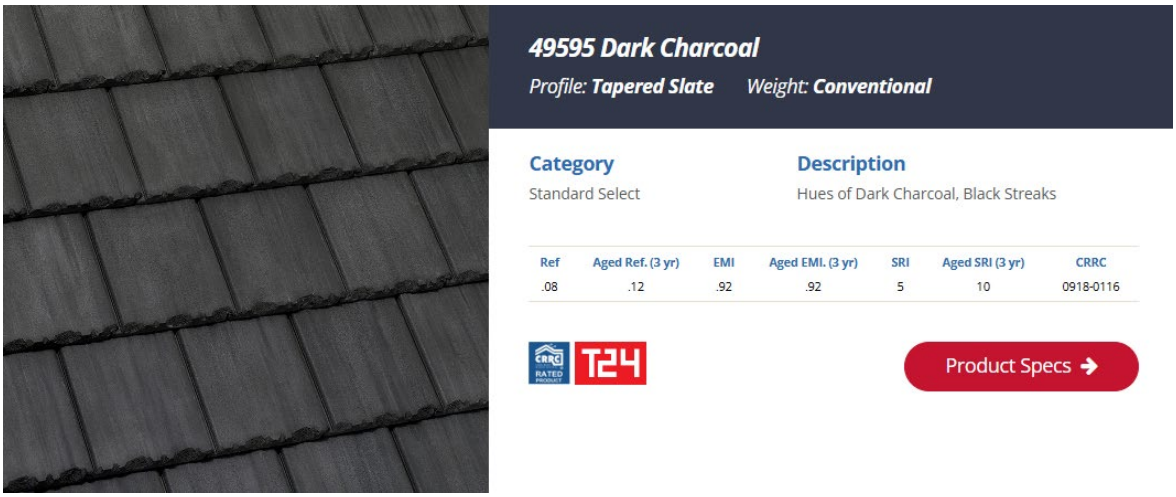
2134-30

STONE VENEER

APACHE CLOUD STRIP | LEDGESTONE

www.etoddtdesign.com

EAGLE ROOF TILE



Let me know if you have any questions.

Todd Thompson
etoddtDesign, Inc
(480) 720-1562

PS. Please reference the attached files for more information about the project.

Mikayela Liburd

From: Belen Barrios <belenstuff@hotmail.com>
Sent: Tuesday, May 20, 2025 10:05 AM
To: Mikayela Liburd
Subject: RE: Chandler Zoning Case: PLH24-0035 S CALIFORNIA DUPLEX

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

Greetings Mikayla, Just wanted to express my concerns regarding the height of two story duplexes being approved by the city in the pueblo Viejo area. I live two blocks from this rezoning proposed building which would be totally out of character with the area. The duplex that went up at 211 S Dakota is totally out of place (it's a monstrosity) with the older properties and approving another two story full lot duplex will create an out of place structure for this neighborhood. Comparing a large two story duplex with older lots with two single level houses is not a valid comparison. Entering from the dirt alley will only add to the dust in the area. Long time privacy for surrounding homes will be lost by this two story building. Allowing large two story buildings scattered throughout this older neighborhood will reflect lack of concern and respect for the long time residence who already deal with additional traffic and noise from the downtown area. I am assuming this duplex will be/become a rental at a cost more than middle incomers. My preference would be to allow single level homes only in this area before the city opens the flood gates to investors building multi story structures scattered within this older part of town. They just don't fit the area. Any advice for me and others in approaching the city with this pueblo Viejo area concern would be appreciated.
Regards, Rene Barrios

Get Outlook for Android

From: Flor Martinez <flormartinez2213@gmail.com>
Sent: Wednesday, May 21, 2025 2:11 PM
To: Dana DeLong <Dana.DeLong@chandleraz.gov>; Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Subject: California Street (PLH24-0035

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

Honorable Chair and Board Members,

My name is Flor Martinez, and I am a lifelong resident and neighborhood leader in Pueblo Viejo, Chandler. I'm writing on behalf of several concerned residents from the Downtown neighborhood regarding the proposed project on California Street (PLH24-0035).

While the community welcomes development and revitalization, many neighbors are deeply concerned about the proposed height of this project. A similar development on Dakota Street, which is nearing completion, has already had a significant impact on the character of our neighborhood. Its size overwhelms the surrounding homes, occupies the entire lot, and compromises the privacy of adjacent properties allowing clear views into neighboring yards and homes from its second-story unit.

Pueblo Viejo is a historic, multi-generational neighborhood with deep roots and strong community ties. Residents are not opposed to new development, but they are asking that growth be balanced with respect for the area's existing charm, character, and privacy.

We respectfully ask the board to reconsider the height of the proposed California Street project to ensure it aligns more closely with the scale and spirit of our community.

Thank you for your time and thoughtful consideration.

Sincerely,
Flor Martinez
Pueblo Viejo Resident & Community Leader

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No.

Date:	July 14, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director
From:	David De La Torre, Planning Manager
Subject:	PLH25-0013 Temporary Signs in the Right-of-Way

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5133 authorizing the removal of illegal temporary signs in the public right-of-way and requiring them to be marked with the name and telephone number of the person or entity responsible for erecting the sign.

Background:

The intent behind the proposed text amendment is to ensure that the people or entities that post temporary signs in the public right-of-way are held responsible for their signs. More specifically, the proposed text amendment to the Sign Code would explicitly authorize the Zoning Administrator or designee, who in this case would be a Code Enforcement officer, to remove illegal temporary signs from the public right-of-way and require all temporary signs to be marked with the name and telephone number of the person or entity responsible for erecting the sign.

In all instances, the City will continue to comply with Arizona Revised Statutes §16-1019 that prohibits cities from removing political signs in a public right-of-way during the period commencing 71 days before an election and ending 15 days after the election, except for signs for candidates in a primary election who advance to the general election, for which the period is extended to end 15 days after the general election. The statutes list several conditions that must be met to prevent cities from removing political signs during the aforementioned time period, one of which is that the sign contains the name and telephone number or

website address of the candidate or campaign committee contact person. Adding this requirement to the City Code would apply to all temporary signs, thus allowing enforcement regardless of the sign's content.

Planning and Zoning Commission Vote Report
Planning and Zoning Commission Meeting June 18, 2025
Motion to Approve

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

Attachments

Ordinance No. 5133
ARS 16-1019 Political Signs

ORDINANCE NO. 5133

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 39 SIGN CODE, BY AMENDING SECTION 39-6 RELATING TO ENFORCEMENT, SECTION 39-7.8(E) RELATING TO SIGNS IN PUBLIC RIGHT-OF-WAY, AND SECTION 39-7.11 RELATING TO IDENTIFICATION; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Chandler prohibits the posting of temporary signs in the public right-of-way except for those expressly authorized by city code or state law; and

WHEREAS, enforcement of the city's sign code requires that city staff be able to contact the person or entity responsible for posting a temporary sign in compliance with city code or state law or, if no identification is provided, that staff be authorized to remove noncompliant signs;

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

Section 1. That the Chandler City Code, Chapter 39 Sign Code**,** Section 39-6 Enforcement, is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

39-6.4 Removal of signs. The Zoning Administrator is hereby authorized to require the removal of any illegal sign as defined by this chapter.

A. Before bringing action to require the removal of any illegal sign, except as noted hereafter, the Zoning Administrator OR DESIGNEE shall give written notice to the owner of the sign or the owner of the premises on which the sign is located. The notice shall state the reasons for removal, listing the deficiencies or defects in the sign with reasonable definiteness, and the violations charged. The notice shall include what repairs if any will make such an installation conform to the requirements of this chapter. The notice shall specify that the sign must be removed or made to conform with the provisions of this chapter within the time period listed below. Service of the notice shall be by any of the following methods:

1. Delivery in person to the owner, occupant, manager or agent of the premises where the violation has occurred, or to the person responsible for the violation;
2. Posting on or about the entrance of the premises where the violation occurred;
3. By first class mail, postage prepaid, addressed to the owner, occupant, agent, manager or responsible person at the last known address. Service by mail is deemed complete upon deposit in the U.S. mail;
4. By Certified mail;

5. BY E-MAIL, IF AN E-MAIL ADDRESS OF THE PERSON RESPONSIBLE FOR ERECTING AND MAINTAINING THE SIGN HAS BEEN AFFIXED TO THE SIGN;
~~5~~6. By publication; or
~~6~~7. By serving the owner, occupant, manager, agent, or responsible person in the same manner as provided by the Arizona Rules of Civil Procedure.
B. The Zoning Administrator OR DESIGNEE shall not be required to give written notice before removing or bringing action to require the removal of any illegal yard sign or illegal temporary sign LOCATED IN THE PUBLIC RIGHT-OF-WAY OR attached to any public facility such as government signs and supporting poles, utility poles, street lights, light poles, and trees on public property.
C. The period of notice for permanent ~~sign~~ SIGNS as defined by this chapter shall be thirty (30) days. The period of notice for temporary signs as defined by this chapter shall be three (3) working days.
D. The re-erection of any sign or substantially similar sign on the same premises after a removal notice has been issued shall be deemed a continuance of the original violation.
E. If the owner or lessee of the premises where the sign is located has not complied with this chapter by the end of the notice period, the Zoning Administrator OR DESIGNEE may pursue enforcement as authorized by this chapter.

Section 2. That the Chandler City Code, Chapter 39 Sign Code**,** Section 39-7.8(E), Signs in public right-of-way, is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

E. *Signs in public right-of-way.* The City of Chandler finds that a proliferation of signs in the public right-of-way creates aesthetic blight and visual clutter, which obstructs views, distracts the traveling public and threatens the public health, safety and welfare. The intent herein is to allow a limited number of signs in the public right-of-way in order to maintain safe visibility and protect the aesthetic beauty of the City's built environment. As such, no sign shall be erected or maintained in the public right-of-way except for:
1. Official bus stop advertising signs;
2. Permanent signs installed or displayed by a business or nonresidential use that occupies a building that fronts onto and abuts the public right-of-way as provided for in Sections 39-9.13 Blade Signs and 39-9.18 City Center District;
3. Temporary signs expressly provided for in Section 39-10;
4. Official signs posted by the State of Arizona, the City of Chandler, or other public authorities;
5. The posting of notices required by law; and
6. Signs ~~protected by~~ POSTED IN COMPLIANCE WITH Arizona Revised Statutes SECTION 16-1019(C) AND THIS CHAPTER.

Section 3. That the Chandler City Code, Chapter 39 Sign Code**,** Section 39-7.11, Identification, is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

39-7.11 Identification.

A. All permanent signs regulated by this chapter shall be marked with the maker's name and the person or firm erecting such sign, the date of installation, and the permit number. This identification shall be permanently attached to the exterior surface of the sign in a location where the information will be readily visible, legible, and accessible after installation of the sign.

B. Temporary signs, except for those not requiring a permit under Section 39-10, shall be marked to show permit number and expiration date.

C. TEMPORARY SIGNS POSTED IN THE PUBLIC RIGHT-OF-WAY SHALL BE MARKED TO SHOW THE NAME AND TELEPHONE NUMBER OF THE PERSON RESPONSIBLE FOR ERECTING AND MAINTAINING THE SIGN. SUCH PERSON SHALL BE REACHABLE BY TELEPHONE MONDAY THROUGH FRIDAY 8 A.M. TO 5 P.M. FOR PURPOSES OF RECEIVING THE NOTICE DESCRIBED IN SECTION 39-6.4(C). THE PERSON RESPONSIBLE FOR ERECTING AND MAINTAINING THE SIGN MAY ALSO PROVIDE AN E-MAIL ADDRESS FOR THE PURPOSE OF RECEIPT OF NOTICE UNDER THIS CHAPTER.

Section 4. 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 5. 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. 5133 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Published in the Arizona Republic on:

16-1019. Political signs; printed materials; tampering; violation; classification; definitions

A. It is a class 2 misdemeanor for any person to knowingly remove, alter, deface or cover any political sign of any candidate for public office or in support of or opposition to any ballot measure, question or issue or knowingly remove, alter or deface any political mailers, handouts, flyers or other printed materials of a candidate or in support of or opposition to any ballot measure, question or issue that are delivered by hand to a residence for the period commencing seventy-one days before an election and ending fifteen days after the election, except that for a sign for a candidate in a primary election who advances to the general election, the period ends fifteen days after the general election. For a sign that supports or opposes a ballot measure, question or issue, this subsection applies only for the election at which the ballot measure, question or issue is scheduled to appear on the ballot and for the period commencing seventy-one days before that election and ending fifteen days after that election.

B. This section does not apply to the removal, alteration, defacing or covering of a political sign or other printed materials by the candidate or the authorized agent of the candidate in support of whose election the sign or materials were placed, by a person authorized by the committee in support of or opposition to a ballot measure, question or issue that provided the sign or printed materials, by the owner or authorized agent of the owner of private property on which such signs or printed materials are placed with or without permission of the owner or placed in violation of state law or county, city or town ordinance or regulation.

C. Notwithstanding any other statute, ordinance or regulation, a city, town or county of this state shall not remove, alter, deface or cover any political sign if the following conditions are met:

1. The sign is placed in a public right-of-way that is owned or controlled by that jurisdiction.

2. The sign supports or opposes a candidate for public office or it supports or opposes a ballot measure, question or issue.

3. The sign is not placed in a location that is hazardous to public safety, obstructs clear vision in the area or interferes with the requirements of the Americans with disabilities act (42 United States Code sections 12101 through 12213 and 47 United States Code sections 225 and 611).

4. The sign has a maximum area of sixteen square feet, if the sign is located in an area zoned for residential use, or a maximum area of thirty-two square feet if the sign is located in any other area.

5. The sign contains the name and telephone number or website address of the candidate or campaign committee contact person.

D. If the city, town or county deems that the placement of a political sign constitutes an emergency, the jurisdiction may immediately relocate the sign. The jurisdiction shall notify the candidate or campaign committee that placed the sign within twenty-four hours after the relocation. If a sign is placed in violation of subsection C of this section and the placement is not deemed to constitute an emergency, the city, town or county may notify the candidate or campaign committee that placed the sign of the violation. If the sign remains in violation at least twenty-four hours after the jurisdiction notified the candidate or campaign committee, the jurisdiction may remove the sign. The jurisdiction shall contact the candidate or campaign committee contact and shall retain the sign for at least ten business days to allow the candidate or campaign committee to retrieve the sign without penalty.

E. A city, town or county employee acting within the scope of the employee's employment is not liable for an injury caused by the failure to remove a sign pursuant to subsection D of this section unless the employee intended to cause injury or was grossly negligent.

F. Subsection C of this section does not apply to commercial tourism, commercial resort and hotel sign free zones as those zones are designated by municipalities. The total area of those zones shall not be larger than three square miles, and each zone shall be identified as a specific contiguous area where, by resolution of the

municipal governing body, the municipality has determined that based on a predominance of commercial tourism, resort and hotel uses within the zone the placement of political signs within the rights-of-way in the zone will detract from the scenic and aesthetic appeal of the area within the zone and deter its appeal to tourists. Not more than two zones may be identified within a municipality.

G. A city, town or county may prohibit the installation of a sign on any structure owned by the jurisdiction.

H. Subsection C of this section applies only during the period commencing seventy-one days before an election and ending fifteen days after the election, except that for a sign for a candidate in a primary election who advances to the general election, the period ends fifteen days after the general election. For a sign that supports or opposes a ballot measure, question or issue, subsection C of this section applies only for the election at which the ballot measure, question or issue is scheduled to appear on the ballot and for the period commencing seventy-one days before that election and ending fifteen days after that election.

I. This section does not apply to state highways or routes, or overpasses over those state highways or routes.

J. For the purposes of this section:

1. "General election" means the general election as prescribed by section 16-211.

2. "Primary election" means an election that is held as prescribed by section 16-201.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** DS25-016

Date: July 14, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kevin Snyder, Development Services Director
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Resolution No. 5921, Authorizing Amendment No. 1 to the existing License Agreement between Bicentel, LLC, and the City of Chandler for the Use of Public Property for the establishment of Class 4 and Class 5 Telecommunications Systems, for Joint Use and Construction of Telecommunications Facilities.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5921, authorizing the City Manager's designee to execute Amendment No. 1 to the license agreement between Bicentel, LLC, and the City of Chandler for a joint use fiberoptic conduit project and concurrently approving an appropriation transfer from General Fund, Non-Departmental Cost Center, Contingency Account, in the amount of $1,594,862, to the General Funds, Development Services Capital Projects Cost Center, Professional Services, Citywide Fiber Upgrades Program Account.

Background:

On December 12, 2024, the City Council approved a Class 4 and Class 5 Telecommunications Systems Right-of-Way Use License Agreement with Bicentel. Following this approval, Bicentel submitted permit applications to install fiber infrastructure through northern Chandler along a route beginning at McQueen Road and Warner Road and ending at Price Road and Warner Road.

This proposed route passes by or near several priority sites identified in the City of Chandler Fiber Master Plan for future connections to the city-owned fiber optic network. These 18 key sites include 8 water production facilities, 5 parks, 4 traffic signal locations, and one remote telecommunications building.

The current item proposes an amendment to the five-year nonexclusive telecommunications license agreement. The amendment would:

- Authorize the City to participate in a joint construction build with Bicentel.
- Provide mutual lease options, allowing the City to lease existing conduit to or from Bicentel as needed.

No other changes to the original license agreement are included in this amendment.

Financial Implications:

The City’s share of the joint conduit build is $3,074,141, covering construction and installation of conduit and vaults along a 4.5-mile route. This participation represents a cost savings of $1,925,859 compared to the previously estimated $5,000,000 if the City were to construct the infrastructure independently. In addition to cost savings, the joint build will accelerate the timeline for installation.

Conduit leases are subject to an annual fee of $2.72 per linear foot, as set in the City’s adopted Fee Schedule. Should the City lease conduit from Bicentel, payment will be made through an offset against annual fees owed by the company. Bicentel will remain responsible for all applicable permit, inspection, pavement damage, and other fees or taxes as required by law.

A contingency appropriation transfer is required to fund the City's share of the project. The amendment includes a request to transfer $1,594,862 from the General Fund, Non-Departmental Contingency Account (101.1290.5911) to the General Fund, Development Services Capital Projects Cost Center, Professional Services, Citywide Fiber Upgrades Program Account (401.1560.5219.6DS099).

Attachments

Resolution No. 5921

Amendment No 1 - Joint Use Agreement

RESOLUTION NO. 5921

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AMENDMENT NO. 1 TO CITY OF CHANDLER COMMUNICATION SERVICES LICENSE (CLASS 5) ISSUED TO BICENTEL, LLC FOR JOINT USE AND CONSTRUCTION OF TELECOMMUNICATION FACILITIES; AND APPROVING A JOINT USE AND CONSTRUCTION PROJECT WITH BICENTEL, LLC UNDER AMENDMENT NO. 1 FOR A NORTH CHANDLER SEGMENT OF THE CITY OF CHANDLER FIBER MASTER PLAN; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AMENDMENT NO. 1 AND ALL RELATED DOCUMENTS FOR PURPOSES OF THIS RESOLUTION.

WHEREAS, the City of Chandler believes that it is in the City's best interest to enter Amendment No. 1 to City of Chandler Communication Services License (Class 5) issued to Bicentel, LLC for Joint Use and Construction of Telecommunication Facilities ("Amendment No. 1"); and

WHEREAS, the City of Chandler believes that it is in the City's best interest to approve a joint use and construction project with Bicentel, LLC under Amendment No. 1 for a North Chandler segment of the City of Chandler Fiber Master Plan.

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

Section 1. Approving Amendment No. 1 in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Approving a joint use and construction project with Bicentel, LLC under Amendment No. 1 for a North Chandler segment of the City of Chandler Fiber Master Plan in an amount not to exceed THREE MILLION SEVENTY-FOUR THOUSAND ONE HUNDRED FORTY-ONE DOLLARS ($3,074,141.00).

Section 3. Authorizing the City Manager or City Manager's designee to execute Amendment No. 1 and all related documents for purposes of this Resolution.

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

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5921 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

EXHIBIT “A”

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AMENDMENT NO. 1 TO CITY OF CHANDLER COMMUNICATION SERVICES LICENSE (CLASS 5) ISSUED TO BICENTEL, LLC FOR JOINT USE AND CONSTRUCTION OF TELECOMMUNICATION FACILITIES

RECITALS

A. On December 16, 2024, the City of Chandler ("City") and Bicentel LLC ("Bicentel") (City and Bicentel may be individually referred to as a "Party" or collectively as "Parties") entered a Communication Services License (Class 5) Agreement (the "License Agreement") which, in part, permits the installation and use of telecommunication services facilities within City right-of-way; and

B. City owns and operates telecommunication services facilities within City right-of-way; and

C. Bicentel or Bicentel causes others to install and construct telecommunication services facilities including, but not limited to, underground conduit and fiber optic cables to permit Bicentel to provide telecommunication services; and

D. Bicentel desires to expand its telecommunication services facilities in City and City desires to expand City's telecommunication services facilities; and

E. The Parties wish to enter this Amendment No. 1 ("Amendment No. 1") to coordinate and cooperate for the expansion of their respective telecommunication services facilities under the terms and conditions of this Amendment No. 1.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the Parties hereby agree to the following terms and conditions that amend the License Agreement through this Amendment No.1 for Joint Use and Construction of Telecommunications Facilities.

1. DEFINITIONS.

The terms, phrases, words, and their derivatives used in this Amendment No. 1 will have the meanings given in Chapter 46 of the Chandler City Code as amended. Additionally, "Conduit" means a pipe-like structure that may consist of polyvinyl chloride (PVC), high density polyethylene (HOPE), or other materials placed underground to create a continuous raceway for Fiber Optic Cables as part of a telecommunications network.

"City Conduit Segments" mean portions of City Conduit and related Facilities.

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"Duct" means a single enclosed raceway for one or more Conduits. The term Duct may include micro-duct, inner duct, or other industry standard duct-like materials.

"Facility" and "Facilities" means the various elements or components of an underground telecommunications network, including without limitation Conduit, Ducts, Fiber Optic Cable, Handholes, Manholes, and other ancillary materials, items, equipment, splice cases, pull rope, mule tape, buried locate tape, markers and structures (e.g., pedestals and vaults).

"Fiber Optic Cable" means fiber optic telecommunications cable.

"Handhole" means a structure placed in the ground and accessible from the surface that is used to provide access to Conduits, Ducts, or Fiber Optic Cables to install, operate, maintain, and repair Facilities.

"Manhole" means a structure that allows a person to access to Conduits, Ducts, or Fiber Optic Cables to install, operate, maintain, and repair Facilities.

"Requirements and Standards" means laws, rules, regulations, codes, ordinances, permit conditions, the National Electric Code, the National Electrical Safety Code, and the Blue Book, that govern, address, or apply to construction of underground telecommunication facilities in City public rights of way.

"Vaults" means No. 7 or No. 9 vaults in accordance with City of Chandler standard detail C-103.

"Bicentel Conduit Segments" means portions of Bicentel Conduit and related Facilities.

2. INCORPORATION OF LICENSE AGREEMENT; AMENDMENT NO. 1 TERM.

a) License Agreement. The terms and conditions of the License Agreement and all exhibits and schedules attached to the License Agreement are hereby incorporated into and made a part of this Amendment No. 1 by this reference.

b) Term. This Amendment No. 1 is effective as of the last date signed by the Parties (the "Effective Date"). This Amendment No. 1 will remain in effect until the first to occur: (i) the License Agreement expires; (ii) termination of the License Agreement; or (iii) termination of this Amendment No. 1.

3. JOINT ROUTE AND USE.

a) Joint Route. Consistent with the recitals of this Amendment No.1, which are incorporated into and made a part of this Amendment No. 1 by this reference, the Parties have identified a route whereby each Party may cooperate and coordinate use and construction to expand their respective Facilities ("Joint Route"). The Joint Route will be generally identified during the permit phase for any Bicentel's construction work under the License Agreement and prior to the start of construction by Bicentel.

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b) Joint Use Request. To execute the Joint Route, the Parties agree to complete and sign a form substantially similar to Schedule 1 ("Joint Use Memo"). In the Joint Use Memo, the Parties will identify and generally describe the terms and conditions for their joint construction and use through one or more of the following: (i) Bicentel's use and occupancy of City Conduit; (ii) City's use and occupancy of Bicentel Conduit; (iii) Bicentel's construction of City Facilities in a joint trench; or (iv) City's concurrent construction of Facilities in a joint trench (collectively "Joint Use").

c) Joint Use Permit and Completion. Each permit required for the construction of the Joint Use agreed to by the Parties, when completed, will be submitted through the City of Chandler's as-built review process. A permit will be deemed completed and ready for as- built drawing submissions when the Joint Use receives an approved final inspection.

4. BICENTEL'S USE AND OCCUPANCY OF CITY'S CONDUIT.

a) Bicentel's Use and Occupancy of City's Conduit Segments. Pursuant to the terms and conditions described in this Amendment No. 1, City permits Bicentel to use the City's Conduit for installation of Bicentel's Facilities. Bicentel's use of City's Conduit will be limited to uses permitted in the License Agreement.

b) Handholes and Manholes. Bicentel may place handholes and manholes for Bicentel's sole use for slack loops and splicing enclosures. No Bicentel slack loops or splicing enclosures will be placed within City owned vaults. Bicentel may install breakouts in City handholes and manholes to interconnect and access Bicentel's duct and fiber optic cable in City Conduit Segments. Bicentel must clearly tag and label as "Bicentel fiber optic cable" all Bicentel fiber optic cable placed in City handholes and manholes.

c) Location. Bicentel must submit a depiction and description to show the location of the City's Conduit Segments to be licensed by Bicentel during the permit process for City's review and approval before installation.

d) Modifications to City's Conduit. Bicentel may modify the applicable City Conduit Segments as follows: (i) City will provide record drawings for the applicable City Conduit Segments to Bicentel, as available, for Bicentel's own investigations and use. City does not represent that the record drawings provided to Bicentel are accurate or complete; (ii) Bicentel may perform make-ready work on the City's existing Facilities where such City existing Facilities are incomplete or inadequate in order to install, operate, and maintain Bicentel's Facilities in the Licensed Conduit; (iii) Portions of the City's Conduit that are occupied with existing fiber or innerducts must be protected in place during any installation, construction, or maintenance performed by Bicentel. Any pull tape or tracer wire removed from City conduit during the installation of Bicentel fiber optic cabling must be replaced at the time of the fiber optic cable installation; and (iv) Bicentel will submit plans for any make-ready repairs or modifications that Bicentel plans to make to the City's Conduit during the permitting process for City's review and approval before commencing any repairs, modifications, installations or construction.

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e) City Inspection. During the term of this Amendment No. 1, the City reserves the right, interest, and privilege to inspect the City's Facilities modified, occupied, or used by Bicentel under this Amendment No.1. The City's inspection or the lack of a City inspection does not relieve Bicentel of any responsibility, obligation, or liability under this Amendment No. 1.

f) No Warranty. Bicentel accepts the City's Conduit Segments in an "as is" and "where is" condition. City does not warrant or represent the City's Conduit Segments are adequate or sufficient for Bicentel's use or occupancy. Where City has a 4-inch sleeve Bicentel wishes to occupy that does not have three (3) existing innerducts, Bicentel will install, if space allows, two (2) 1.5-inch and one (1) 1-inch innerducts within the conduit segment(s) Bicentel wishes to occupy prior to placing Bicentel's fiber optic cable within the 4-inch sleeve.

g) City Reserves All Rights and Interests. Except to the extent the City permits Bicentel to use, occupy, maintain, modify, and repair City's Facilities, the City's use, occupancy, rights, and interests in City's Facilities must not be restricted or compromised in any way. City expressly reserves all rights, interests, and privileges in City Facilities to permit City or third parties to use, occupy, maintain, modify, and repair the City's Facilities, provided that the City will provide Bicentel with prior notice, as specified in this Amendment No. 1, of the City's activity that may impact or disrupt Bicentel's Facilities in City Conduit.

h) Bicentel's Payment for Use and Occupancy. Bicentel will pay the per linear foot fee as set forth and escalated in the Citywide Fee Schedule ($2.72 per linear foot for calendar year 2025) for Bicentel's use and occupancy of City's Conduit Segment(s). For City owned Facilities used and occupied by Bicentel, this per linear foot fee must be paid as part of the annual fees stated in Notice of Payment Due under the License Agreement and cannot be included as part of the set off of 2% gross revenues.

5. CITY'S USE AND OCCUPANCY OF BICENTEL'S CONDUIT.

a) Grant for City's Use and Occupancy of Bicentel's Conduit Segments. Pursuant to the terms and conditions set forth in this Amendment No. 1 and the applicable Joint Use Memo, Bicentel permits City to use and occupy Bicentel's Conduit Segment(s) to install, use, operate, maintain, and repair City's Facilities for the term of this Amendment No. 1.

b) City's Use of Bicentel Conduit Segments. Effective upon Parties' execution of an applicable Joint Use Memo, City will be granted the rights, interests, and privileges to: (i) place City fiber optic cable in the Bicentel Conduit Segments specified by City and agreed to by Bicentel; and (ii) to interconnect City's Conduit System to Bicentel's handholes and manholes to access City's fiber optic cable in Bicentel's Conduit Segments. Alternatively, City may request Bicentel to place and splice City fiber optic cable on behalf of the City in Bicentel Conduit Segments, in which case Bicentel will provide a proposal to City for these costs. City will provide the necessary splicing diagrams for Bicentel to accomplish the work. The installation and testing of all city Facilities will be accomplished in accordance with City of Chandler Standards and Specifications. All City fiber optic cable placed in Bicentel handholes and manholes will be clearly tagged and labelled as "CoC Fiber Optic Cable". No City slack loops or splice enclosures will be placed within Bicentel handholes or manholes.

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c) Bicentel Reserves All Rights and Interests. No use of the Bicentel Conduit Segment(s) by the City will vest in the City or any third party any easement or any other ownership interest or other form of real property right in such Bicentel Facilities, nor will any easement or any other ownership interest or real property right in the City Facilities vest in Bicentel.

d) City's Payment for Use and Occupancy of the Bicentel's Conduit. The rate for the City's use and occupancy of Bicentel's Conduit Segments is the same per linear foot fee set forth and escalated in the Citywide Fee Schedule ($2.72 per linear foot for calendar year 2025). The City will pay Bicentel for use and occupancy of Bicentel Conduit Segments in the form of a set off or credit against any fees or costs assessed Bicentel under the License Agreement. For Bicentel owned Facilities occupied and used by the City, this per linear foot fee can be used as a set off against the 2% gross revenues under the License Agreement. If this amount is greater than the License fees due for the particular year, this amount may be applied as a credit to future fees due under the License Agreement. Bicentel and City will jointly maintain an annual record of all linear footage used and occupied by the City and the corresponding set off or credit value. This record will be reviewed and reconciled annually in conjunction with the Notice of Payment Due under the License Agreement.

e) City's Indemnity Under this Section 5. To the extent permitted by law, the City will indemnify, defend, and hold harmless Bicentel, its officers, directors, employees, and contractors from and against third-party claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, caused by the negligence or willful misconduct of the City or its contractors in connection with the installation, operation, or maintenance of City's Facilities within Bicentel's Conduit Segments. The indemnity obligations set forth in this Section 5(e) solely apply to the City's Use and Occupancy of Bicentel's Conduit Segments. The indemnity obligations set forth in this Section 5(e) do not apply to any other term, condition, duty, or obligation under the License Agreement or this Amendment No. 1, in which case the terms and conditions of the indemnity obligations set forth in the License Agreement apply, prevail, and control.

6. BICENTEL'S CONSTRUCTION AND INSTALLATION OF CITY'S FACILITIES

a) Bicentel's Concurrent Construction of City Facilities. City may request Bicentel to place, splice, construct and install City Facilities on behalf of the City and according to City Standards and Requirements, in which case Bicentel will provide a proposal to City for these costs. City will provide to Bicentel the information the City possesses to accomplish the work. All City Facilities materials and testing will be accomplished in accordance with City of Chandler Standards and Specifications. All City Fiber Optic Cable placed in Bicentel Handholes and Manholes will be clearly tagged and labelled as "Coe Fiber Optic Cable". No City slack loops or splice enclosures will be placed within Bicentel Handholes or Manholes.

b) City Conduit Segments. As part of its construction plan, City may request Bicentel to place additional Conduit Segments as required by City of Chandler Standard Detail C- 104, as set forth in the Joint Use Memo. The Conduit quantities requested by City may be reduced or increased as determined by the City. During the permitting process, City will indicate stations and offsets for City's vaults to be provided and placed during construction by Bicentel (collectively "City Conduit Segments"). City shall take ownership of and title to City Conduit

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Segments constructed by Bicentel upon City's approval of the applicable as-built submittal.

c) Compliance with Title 34. For construction and installation of City Facilities in City right of way, Bicentel must comply, or cause Bicentel's contractor to comply, with Arizona Revised Statutes (A.R.S.) Title 34, as amended, as applicable.

7. CITY'S CONCURRENT CONSTRUCTION OF CITY'S FACILITIES.

a) City's Concurrent Construction of City Facilities. The Parties agree to cooperate and coordinate the concurrent construction of City Facilities in a joint trench when the City works with another contractor or telecommunications services provider to install City Facilities: (i) in the same trench with Bicentel Facilities; or (ii) within Bicentel Conduit Segments. Each Party will designate a project contact to coordinate the work and project schedule for the work.

b) City Payment Under This Section. As set forth in this section, City will pay the costs of concurrent construction of City Facilities in the same trench as Bicentel Facilities or when the City installs City Facilities within Bicentel Conduit Segments. City's construction costs under this subsection will be calculated based on the difference between an estimate for construction of all Facilities and an estimate for the construction of Bicentel's Facilities.

8. OTHER FEES.

a) Other Fees. This Amendment No. 1 does not exempt Bicentel from payment of permit fees and other fees normally assessed for use of the right-of-way, including any transaction privilege, sales, excise, or other taxes (except income taxes) imposed now or hereinafter imposed by any governmental authority pursuant to the law, and the exchanged use referenced above solely applies to the annual per linear foot fee for occupation of conduit listed in the City's fee schedule.

b) Freeway Crossing. If Bicentel determines that it will occupy one (1) 1.25-inch innerduct within one (1) four-inch (4") conduit owned by the City within the duct bank that crosses under a freeway within Chandler and which City has available conduit (collectively "Freeway Crossing"), Bicentel will pay to City Ten Thousand Dollars ($10,000) per year for the duration of occupancy of the conduit for this freeway crossing use ("Freeway Crossing Fee"). Bicentel is limited to use this conduit solely for installation and operation of Bicentel fiber optic cable as described in and in accordance with the terms of this Amendment No. 1. Payment will be due along with the annual right of way use fees for each calendar year under the License Agreement. City agrees that upon any extension, renewal, or replacement of this Amendment No. 1, Bicentel may be granted the same right to occupy and use this described conduit for the same fee. The provisions of the preceding sentence will survive any expiration or termination of this Amendment No. 1. Section 4 of this Amendment No. 1 applies to the installation and use of Bicentel's Facilities within a Freeway Crossing.

9. MAINTENANCE AND REPAIR OF CONDUIT SEGMENTS.

a) Maintenance of Occupied Conduit. Each Party will maintain and repair its Conduit and

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Facilities at no charge to the other Party and keep them in good working order according to applicable Requirements and Standards. Each Party will employ best industry practices to provide no less than 48- hour prior written notice of all maintenance and repair activity by sending notice to the other Party's contact listed in Schedule 2. Emergency repair activity may be undertaken without prior notice, if necessary, provided that the Party will notify the other Party as soon as practicable under the circumstances. Each Party will provide the name and contact information in Schedule 2 of a responsible person who is always available (24 hours a day for 365 days a year) for purposes of this Amendment No. 1. If the contact person and information listed on Schedule 2 changes for either Party, the Party shall notify the other Party within 48 hours of the change.

b) Notice. Bicentel must maintain Annual Routine Maintenance and Annual Emergency Repair Blanket Encroachment Permits as required by Chapter 46 of Chandler City Code and follow the notification provisions for such work in accordance with the language identified on those permits.

c) Damage. Each Party will be responsible for any damages it causes to the other Party's Conduit and Facilities when maintaining or repairing its Facilities.

d) No Interference. Each Party will comply with all applicable Requirements and Standards with respect to its use and occupation of Conduit and Facilities under this Amendment No. 1 and cooperate with the Conduit or Facilities owner in good faith to address any interference or other such issues. Each Party will require all other authorized users of its Conduit and Facilities to comply with all applicable Requirements and Standards with respect to their use and occupation of such Conduit or Facilities and to cooperate with all other occupants in good faith to address any interference or other such issues.

10. NETWORK RELOCATION.

a) Without waiving any rights to reimbursement that the Parties may have under any other agreement or applicable law, each Party will be responsible for all of costs to relocate their own Conduit Segments and each Party will be responsible for costs to relocate their own fiber optic cable, unless the relocation is requested by Bicentel, in which case Bicentel must reimburse the City for the City's costs incurred (or perform the work for the City) to relocate City Facilities.

11. ADMINISTRATION.

a) Representative. Each Party will appoint a representative to serve as a single point of contact for that Party to implement and manage this Amendment No. 1. Each Party will devote all resources reasonably necessary to ensure that this Amendment No. 1 may be implemented in good faith, to the mutual benefit of both Parties, consistent with their respective independent obligations. Both Parties commit themselves to act promptly in the administration of this Amendment No. 1 and to aggressively seek to eliminate duplicative, wasteful or inefficient process steps, requirements, and other activities. Should the appointed single point of contact representative described in this paragraph change for either Party, that

Docusign Envelope ID: C91E102D-83C2-4FDF-9FD8-E6139E2C1246

Party will notify the other Party within 48 hours of the change.

b) Share Information. Each Party will cooperate in good faith to exchange information, such as network maps, capacities, survey and audit results, future requirements, and other information intended to aid and assist each Party in the efficient and expeditious identification and implementation of conduit occupancy and network construction opportunities.

12. CONFIDENTIAL INFORMATION.

a) Definition. Confidential Information means Bicentel or City materials, Bicentel trade secrets, and other Bicentel or City proprietary information provided to the other Party that is clearly labeled, marked or otherwise identified as "confidential" or "proprietary information." Confidential Information may not include information that was in the public domain at the time of disclosure; becomes generally known or available through no act or omission on the part of the party owning the Confidential Information; is known, or becomes known, from a source other than the Party owning the Confidential Information or its representatives; or is independently developed without violating any of its obligations under this Amendment No. 1.

b) Disclosure of Confidential Information. City and Bicentel agree to only disclose Confidential Information to employees, elected officials, agents and contractors with a need to know the Confidential Information or as otherwise required by code, statue, rule or regulation.

c) Public Records Request. When a third party ("Requestor") not otherwise authorized to access Confidential Information under this Agreement makes a public records request to City for access to Bicentel Confidential Information ("Request"), including the terms and conditions of this Amendment No. 1, City will promptly notify Bicentel of the Request before responding to the Requestor. Bicentel will have 10 days after notice from the City to take the steps Bicentel deems necessary to protect Bicentel Confidential Information. Bicentel will be responsible for all costs associated with its pursuit of such steps, including the pursuit of any legal remedies.

d) Return of Confidential Information. Upon termination or expiration of this Amendment No. 1, City and Bicentel will make reasonable efforts to either return or destroy all Confidential Information as permitted by law; provided, however, any Confidential Information in electronic format as part of City's off-site or on-site data archival process system will be held by City and kept subject to the terms of this provision or destroyed at City's option. The obligations of this provision will survive the termination or expiration of this Amendment No. 1.

13. GENERAL PROVISIONS.

a) Termination. This Amendment No. 1 may be terminated under the same terms and conditions as provided in the License Agreement.

b) Use and Occupancy Permissions Terminate Automatically. All Bicentel's permissions to use

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and occupy City's Conduit Segments and all of City's permissions to use and occupy Bicentel's Conduit Segments will automatically terminate at the termination or expiration of this Amendment No. 1.

c) Removal of Fiber upon Agreement Expiration or Termination. Unless the Parties otherwise agree in writing, each Party will remove the fiber optic cable from the other Party's respective Conduit Segment within ninety (90) days after the expiration or termination of this Amendment No. 1. To the extent it is commercially reasonable, the Parties agree to coordinate and cooperate for the respective fiber optic cable removal to avoid service disruption and unnecessary damage to each Party's respective Facilities. If the Parties have not otherwise agreed or a Party's fiber optic cable has not been removed from the applicable Conduit Segment as set forth in this Section 13(c), a Party, in its sole discretion, may: (i) allow the other Party's fiber optic cable to remain in place and assume ownership of the other Party's fiber optic cable; or (ii) remove the other Party's fiber optic cable from the respective Conduit Segments without notice or liability of any kind.

d) Right-of-Way. This Amendment No. 1 is limited to placement and construction of underground facilities in public and private rights-of-way in the City. Placement or construction of Facilities in any other location may be undertaken only with the advance written consent of both Parties.

e) Notice. Any notice under this Amendment No. 1 must be given in writing and directed to the applicable Party below. Notice will be deemed to have been delivered: (i) on the delivery date if delivered personally; or (iii) one (1) business day after deposit with a commercial overnight carrier. Either Party may from time to time change its address for purposes of this paragraph by giving the other Party notice of the change in accordance with this paragraph.

To Bicentel:	Bicentel, LLC Attention: Raphael Missrie Masri, Project Director 825 Town & Country Lane, 12th Floor Houston, Texas 77024 Phone: 1 (800) 219-1863 Email: raphael.missrie@c3ntro.com
To the City:	City of Chandler Attention: Development Services Department P.O. Box 4008, Mail Stop 405 Chandler, Arizona 85244-4008 Phone: (480) 782-3000 Email: tuf@chandleraz.gov
With a copy to:	Office of the City Attorney 175 South Arizona Avenue P.O. Box 4008 Mail Stop 602 Chandler, Arizona 85244-4008 Phone: (480) 782-4640 Email: legal.notices@chandleraz.gov

Docusign Envelope ID: C91E102D-83C2-4FDF-9FD8-E6139E2C1246

f) Dispute Resolution. Except for disputes involving confidentiality, if a dispute arises between Bicentel and City related to this Amendment No. 1 ("Dispute"), prior to the initiation of legal action and within ten (10) days of receipt of a Notice of Dispute, representatives of the Parties will promptly meet in an attempt resolve the Dispute. If the Parties are unable to resolve the Dispute after this meeting, then the Parties may pursue any remedies available to them at law or equity.

g) Entire Agreement, Precedence of Documents. The License Agreement, Exhibit A Service Area, Exhibit B Standards for Letter of Credit, Annex A Payment Demand, this Amendment No.1, Schedule 1, and Schedule 2 constitute the complete agreement and understanding between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the Parties. If an ambiguity or conflict arises out of or results from these instruments and documents, the instruments and documents in the following order prevail and control: (1) License Agreement; (2) Exhibit A; (3) Exhibit B; (4) Annex A; (5) this Amendment No. 1, (6) Schedule 1, and (7) Schedule 2.

h) Survival. The following provisions survive termination or expiration of this Amendment No. 1: Sections 8 (Other Fees), 12 (Confidential Information), and 13(c) (Removal of Fiber), and any other provisions which by their nature are intended to survive.

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IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 in duplicate as of the day and year here below written.

CITY OF CHANDLER, ARIZONA

By: _____

NAME:

TITLE:

Date: _____

BICENTEL, LLC

By: Simon Masri Askenazi

NAME: Simon Masri Askenazi

TITLE: Managing partner

Date: June 27, 2025

APPROVED AS TO FORM:

By:_____
City Attorney

ATTEST:

By:_____
City Clerk

Docusign Envelope ID: C91E102D-83C2-4FDF-9FD8-E6139E2C1246

Schedule 1
Joint Use
Memo
Permit Number ---

Pursuant to the terms of the Conduit Occupancy Agreement entered into by and between the City and Bicentel, request is made for facilities, as described below:

Type of Request: Request for Conduit Occupancy by Bicentel
Request for Conduit Occupancy by City
Request for Conduit for City by Bicentel in Joint Trench or Bore

Date of Request: _____

Location of Request (street names and/or A-Z locations, etc.):

_____

Approximate footage distance):

_____

Project/Permit/Reference Number:

_____

General Description of Request:

_____

Requester Contact Information:

_____

Name Phone Email

BICENTEL LLC		CITY OF CHANDLER, ARIZONA	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Docusign Envelope ID: C91E102D-83C2-4FDF-9FD8-E6139E2C1246

Schedule 2
Work Notification Contact Information
(to be provided by the parties following execution, and updated periodically thereafter, as necessary)

Bicentel:

Local Contact:
24x7 Contact Number:

City:

Local Contact: Gilbert Bracamonte (480) 782-3119 Email: ospfiber@chandleraz.gov
24x7 Contact Number: (480) 250-1500

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** 25-016

Date:	July 14, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Kevin Snyder, Development Services Director
From:	Alisa Petterson, Senior Planner
Subject:	PLH24-0030 Downtown Region Area Plan Update

Proposed Motion:

Move City Council withdraw the request to adopt the Downtown Region Area Plan, which will establish future land uses, objective design standards, and related goals and policies, and will also replace the current Downtown-South Arizona Corridor Area Plan in totality, and bringing forward to Council at the September 18, 2025, meeting.

Background:

The City Council approved a contract with Logan Simpson Design Inc. on January 25, 2024 to update the existing area plans for the downtown region (i.e., the Redevelopment Area Plan, the South Arizona Avenue Entry Corridor Study, and the South Arizona Avenue Design Guidelines). Since then, 2 questionnaires, 2 virtual workshops, and 8 public events, including an immersive experience lab, have been held to gather community input. A draft was prepared based on the input received from these public outreach opportunities, as well as from city staff from various departments and from a few touchpoints with the City Council and the Planning and Zoning Commission along the way.

The Downtown Region Plan had initially been advertised for City Council review and approval at the July 2026 City Council meeting. This item provides notice to the public about the change of date that City Council will review the plan. Staff are also currently planning a work session on August 11, 2025 for City Council to receive a briefing on the plan and to provide feedback. Recently, the timing of the

Downtown Region Area Plan has been impacted by legislation passed by the State of Arizona. These new laws include new design standards requirements for housing and by-right zoning for multi-plex housing products. These new laws require the plan to be reviewed and updated to ensure compliance with new state law. Planning initiatives related to the new state laws also need to be integrated to strengthen the plan and better serve Chandler residents in the short and long term. Further, the revised draft plan needs to be published for community review and input before bringing it back for consideration by City Council.

For these reasons, staff is requesting that this item be withdrawn to allow additional time to work on the plan. Staff anticipates bringing a revised draft plan for review and approval in September of this year.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Economic Development** **Memo No.** ED26-001

Date: July 14, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Micah Miranda, Economic Development Director
From: Edyie McCall, Economic Development Senior Program Manager
Subject: Resolution No. 5920 Greater Phoenix Economic Council (GPEC) Agreement for Fiscal Year 2025-26

Proposed Motion:

Move City Council pass and adopt Resolution No. 5920, approving the Fiscal Year (FY) 2025-26 Agreement between the City of Chandler and the Greater Phoenix Economic Council (GPEC) for regional economic development services, in the amount of $140,222, for the period of July 1, 2025, through June 30, 2026.

Background:

The City of Chandler and 21 other communities in the Metro Phoenix area contract with GPEC on an annual basis to receive regional economic development services. The City of Chandler has partnered with GPEC for more than 30 years. Key benefits of this partnership include marketing and business development lead generation.

As part of the City's partnership with GPEC, Economic Development staff participates in regional economic development activities, including responses to GPEC originated business attraction prospects and assisting with the formulation of an Action Plan (Exhibit A). Staff also participates on the Economic Development Directors Team (EDDT) and attends strategic sales missions with GPEC staff.

The annual contract amount for GPEC is based on the State of Arizona Office of Economic Opportunity's 2024 population estimate for Chandler (286,342) multiplied by a fixed amount per capita ($.4897). The City's contracted rate for FY2025-26 is $140,222.

During the last fiscal year, GPEC released 87 Request for Proposals (RFPs) of which Economic Development staff responded to 27; for reasons including site requirements, alignment with target industry clusters and water consumption. These RFPs provided Chandler with the opportunity to compete for projects that represented the potential to:

- add up to 9,279 jobs;
- absorb up to 4,677,000 square feet of office and industrial space; and
- invest up to $6.4 billion in capital expenditures

During the past fiscal year, GPEC and the City partnered on one locate, 3D Barrier Bags. The average salary for this project is $49,000. Over the next three years, the project has the potential to:

- create 25 new jobs in Chandler;
- absorb 21,000 square feet of industrial space; and
- invest more than $1,700,000 in capital expenditures

Exhibits in the FY2025-26 contract include an action plan, performance measures, target industries, reporting mechanisms, insurance requirements, and a regional cooperation protocol policy.

Financial Implications:

Funds for the FY2025-26 agreement with GPEC, in the amount of $140,222, are available in the Economic Development cost center account 101.1520.5243.0000.

Attachments

Resolution 5920 FY 26 GPEC contract w initials

Law Dept Chandler FY26 RL Accepted w initials

Exhibit A Action Plan FY 26

Exhibit B FY26 Metrics

Exhibit C Target Industries

Exhibit D FY26 Reporting

Exhibit E FY 26 City Insurance

Exhibit F FY26 Regional Cooperation Protocol Policy

RESOLUTION NO. 5920

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE GREATER PHOENIX ECONOMIC COUNCIL, AN ARIZONA NON-PROFIT CORPORATION, FOR REGIONAL ECONOMIC DEVELOPMENT PROGRAM SERVICES FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF $140,222.

WHEREAS, the mission of the Greater Phoenix Economic Council (GPEC) is to attract and grow businesses and advocate for the competitiveness of the greater Phoenix metropolitan area, which it does by supporting member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects; and

WHEREAS, the City of Chandler desires to enter into an agreement with GPEC for the provision of services to support the City's economic development efforts; and

WHEREAS, the cost for GPEC to provide services to the City during the 2025-2026 fiscal year is based on a per capita charge of $.4897 and a total population of 286,342 for a total cost of $140,222.

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

Section 1. Approving the terms and conditions of the agreement between the City of Chandler and the Greater Phoenix Economic Council for fiscal year 2025-2026 attached as Exhibit "A" to this Resolution and incorporated herein by reference.

Section 2. Authorizing the Mayor of the City of Chandler to execute the agreement on behalf of the City of Chandler.

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

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5920 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of July, 2025, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF CHANDLER
City Contract No. _____

The City Council of the CITY OF CHANDLER, an Arizona municipal corporation (the "City"), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL ("GPEC"), an Arizona non-profit corporation. The purpose of this agreement ("Agreement") is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2025 - June 30, 2026 ("FY2026"). The City and GPEC may be referred to individually in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. **MISSION:** Attract and grow quality businesses and advocate for Greater Phoenix's competitiveness.

B. **GOALS**: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.

2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. **RETENTION AND EXPANSION POLICY:**

1. GPEC's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.

2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.

3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.

4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. **ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** ("GPEC Action Plan"). The City shall be informed of

any changes in the adopted Action Plan which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

E. **PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2025.

In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement which will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE CITY

A. **STAFF SUPPORT OF GPEC EFFORTS:** The City shall provide staff support to GPEC's economic development efforts as follows:

1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC.

2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City.

3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO.

4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building databases and private sector real estate industry interfaces.

5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request.

6. In order to enable GPEC to be more sensitive to the City's requirements, the City shall, at its sole option, deliver to GPEC copies of any City-approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives.

7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself.

8. The City agrees to work with GPEC to improve the City's Competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries"**).**

B. **RECOGNITION OF GPEC:** The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE:

Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION:

1. The City agrees to pay **$140,222** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2026, as set forth in this Agreement. This amount is based on approximately $.4897 per capita, based upon the 2024 Office of Economic Opportunity population estimate, which listed the City as having a population of **286,342**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC.

2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City.

3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC.

4. GPEC shall submit invoices for payment on a quarterly basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E. above no later than December 31, 2025, no payments shall be made hereunder until the City receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

C. COOPERATION:

1. The Parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPEC's goals for FY2026. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.

2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2027 contract.

3. The City agrees to work with GPEC during FY2026 to develop a revised public sector funding plan, including a regional allocation formula for FY2027, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

A. COVENANT AGAINST CONTINGENT FEES: GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.

B. PAYMENT DEDUCTION OFFSET PROVISION: GPEC recognizes the provisions of the City Code of the City of Chandler which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.

C. ASSIGNMENT PROHIBITED: No Party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and have no effect.

D. INDEPENDENT CONTRACTOR; NO AGENCY: Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

E. **INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Contract, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Councilmembers, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any Party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified Party.

Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified Party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified Party.

F. **INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

G. **GRATUITIES:** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City. Activities by an officer or employee of the City while engaged in official business with GPEC, shall not be deemed a gratuity.

H. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. 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.

GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees placed by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.

3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.

4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.

I. **COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED**. GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the American with Disabilities Act, and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

1. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC or any subconsultants providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract. The City retains the legal right to inspect the papers of any employee of GPEC or any subconsultant who works on this Agreement to ensure compliance with this warranty.

2. The City may conduct random verification of the employment records of GPEC and any of its subconsultants who work on this Agreement to ensure compliance with this warranty.

3. The City will not consider GPEC or any of its subconsultants who work on this Agreement in material breach of the foregoing warranty if GPEC and such subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

4. The provisions of this Section I must be included in any contract GPEC enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract to provide services under this Agreement. As used in this Section I "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.

5. GPEC certifies that it is not currently engaged in and agrees for the duration of the Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393

6. In accordance with Arizona Revised Statutes § 35-394, GPEC hereby certifies and agrees that GPEC does not currently and shall not for the duration of this Agreement use 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If GPEC becomes aware during the term of this Agreement that GPEC is not in compliance with this Section, then GPEC shall notify the City within five (5) business days after becoming aware of such noncompliance. If GPEC does not provide the City with written certification that GPEC has remedied such noncompliance within one hundred eighty (180) days after notifying the City of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

J. **TERMINATION.** City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

K. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS**. GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

L. **INSTITUTION OF LEGAL ACTIONS**. Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing Party in such action will be entitled to reimbursement by the other Party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

M. **APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.

N. **CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the Parties, each Party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.

O. **CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.

P. **NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City:
Micah Miranda
Economic Development Director
City of Chandler
PO Box 4008, MS 416
Chandler, Arizona 85244
Phone: 480-782-3035
FAX: 480-782-3040

If to GPEC:
Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
Phone: (602) 256-7700
FAX: (602) 256-7744

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either Party may change its mailing address or the person to receive notice by notifying the other Party as provided in this paragraph.

Q. **TRANSACTIONAL CONFLICT OF INTEREST.** All Parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

R. **NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

S. **NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

T. **SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

U. **CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

V. **NO THIRD PARTY BENEFICIARIES.** No creditor of either Party or other individual or entity shall have any rights, whether as a third-Party beneficiary or otherwise, by reason of any provision of this Agreement.

W. **DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW.** This agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the City must:

1. Seek the highest level of protection available; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

X. **ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including nine (9) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A – GPEC Action Plan
Exhibit B – GPEC Performance Measures
Exhibit C – Targeted Industries
Exhibit D – Reporting Mechanism for Contract Fulfillment
Exhibit E – Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement this _____ day of _____, 2025.

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Kevin Hartke, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By:_____
Chris Camacho
President & Chief Executive Officer

GREATER PHOENIX ECONOMIC COUNCIL

Action Plan

FISCAL YEAR 2026

Greater Phoenix Economic Council
602.256.7700 /// gpec.org

Letter from Chris Camacho

President & CEO

Over the past two decades, Greater Phoenix has experienced extraordinary growth, transforming from a region dependent on growth and consumption to a market primed for the world stage. Yet with this success comes a new set of challenges that are the natural consequence of rapid advancement, and we must now meet them head on.

Greater Phoenix stands at an inflection point as we look ahead to Fiscal Year 2026. I am filled with immense pride for the momentum the region has built and speed at which the economic landscape has shifted, we must continue to evolve, adapt, and lead.

The FY26 Action Plan aligns with the strategies outlined in the FY26-FY28 Strategic Plan adopted earlier this year, which lays out a future-focused strategy that builds on our strengths while expanding our global reach. In FY26, we are investing in a refreshed narrative that reflects who we are: a dynamic and innovative hub for advanced industries and global commerce.

As global supply chains realign and companies seek stability, speed to market and talent, Greater Phoenix is positioned as the premier choice. Through increased international engagement, local leadership, and brand recognition, we will amplify our presence on the world stage and continue to drive investment into the region.

" Together, we will not only shape the next chapter of Greater Phoenix's economic story, but define a model for regional prosperity that others will follow."

But none of this is possible without collaboration. Our strength lies in the partnerships we've built across the public and private sectors – with regional leaders, community champions, and forward-thinking businesses. Together, we will not only shape the next chapter of Greater Phoenix's economic story, but define a model for regional prosperity that others will follow.

Thank you for your continued partnership. I look forward to all we will achieve together in FY26 and beyond.

Chris Camacho
President & CEO

Our Mission

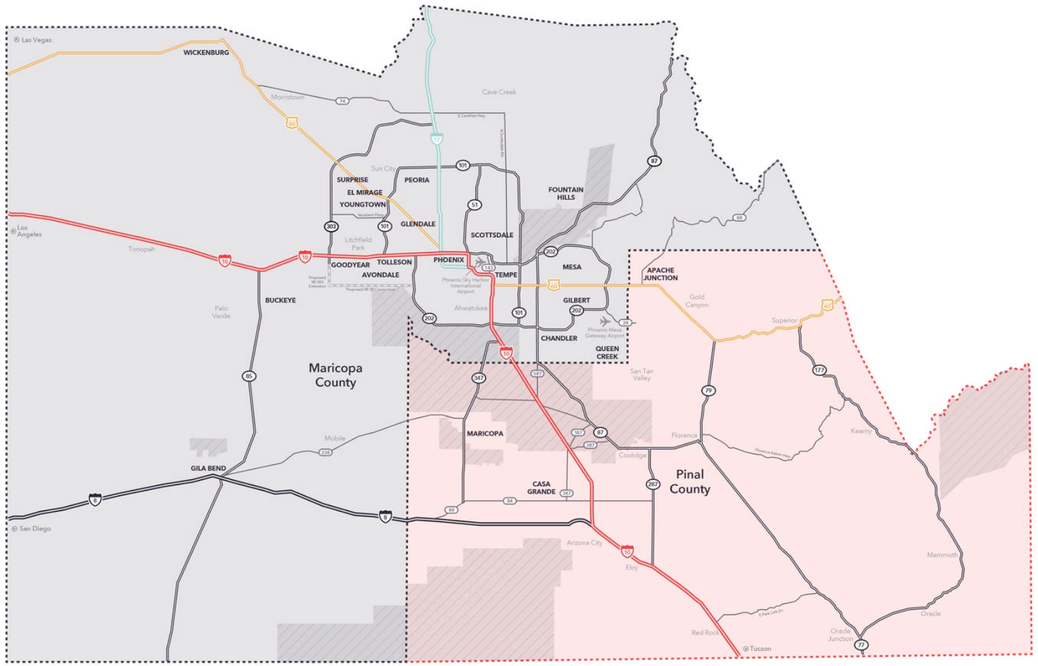
To attract and grow quality businesses, and advocate for Greater Phoenix's competitiveness.

Our Values

- We exist to serve and enhance our community.
- We are committed to excellence in execution.
- Our ability to innovate, collaborate and adapt sets us apart.

Our Communities

22 cities and towns, Maricopa and Pinal counties



FY26-FY28 Vision

Be the leading market for high-value investments and growth for local, national and international businesses with an eye to the industries of the future, enabling smart growth and advancing prosperity for the people of Greater Phoenix.

FY26-28 Strategic Plan Goals

Goal 1

Build an internationally recognizable regional brand as a market uniquely positioned for high-impact industries and growth driven by innovation.

Goal 2

Advance the region through future-focused investments and infrastructure, robust support for the startup ecosystem, and best-in-class support for expanding and relocating firms.

Goal 3

Ensure GPEC is nimble in executing its mission as markets, technologies and the region continue to evolve.

Goal 1:

Build an internationally recognizable regional brand as a market uniquely positioned for high-impact industries and growth driven by innovation.

Strategy 1:

Reiterate and widely distribute a consistent narrative that Greater Phoenix is the destination for high-value, future-focused industries and top talent.

Tactics:

- Execute a national and international earned and paid media plan to showcase Greater Phoenix.
- Distribute a unique brand platform that can be utilized by numerous stakeholders to further brand recognition for the region.

Strategy 2:

Build on existing international interest to define the market as a global hub for innovation that is agile and ready to address the needs of emerging opportunities.

Tactics:

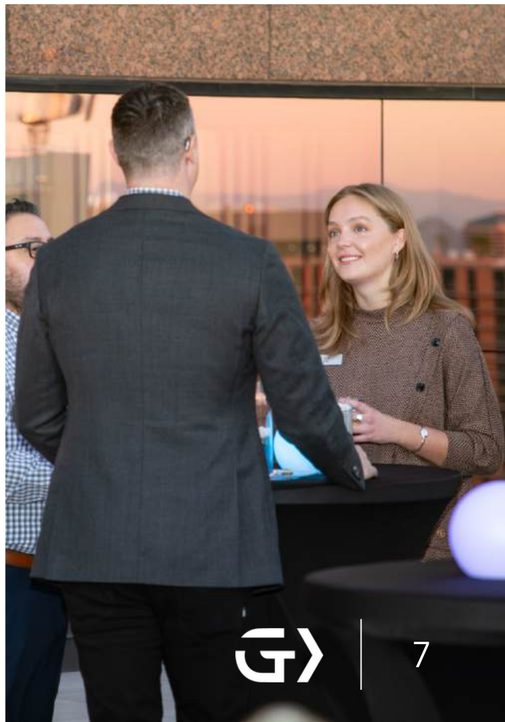
- Use increased international funding to conduct more international engagements tied to global industry conferences and events.
- Leverage advanced industries with footprints in the region to connect with national and international HQs and their investment strategy.
- Utilize marquee international events to showcase the region.

Strategy 3:

Advocate for smart growth focused on high-value, sustainable industries that will drive long-term regional success.

Tactics:

- Identify the key opportunity industries related and adjacent to the semiconductor supercycle to position Greater Phoenix as a premier place for investment.
- Communicate key narratives to the public, policymakers, partners and stakeholders to further understanding of the importance of economic development in the community and region.
- Utilize the Washington, D.C. Executive Mission trip to communicate regional priorities to federal leadership.



Goal 2:

Advance the region through future-focused investments and infrastructure, robust support for the startup ecosystem, and best-in-class support for expanding and relocating firms.

Photo Credit: Arizona State University

Strategy 1:

Identify and advocate for the policy and infrastructure needed to be the leading market for the industries of the future.

Tactics:

- Be a vocal advocate for smart policy related to water, air quality, grid integrity, education and workforce development, and future city planning.

Strategy 2:

Expand and share expertise to support companies investing in the region throughout the increasingly complex project processes.

Tactics:

- Master project management from lead generation to hiring.
- Engage regional public and private partners, highlighting competitiveness levers required to attract industry.

Strategy 3:

Streamline the regional economic development system to provide comprehensive support.

Tactics:

- Focus on foundational activities that impact investment decisions regionally.
- Articulate a set of priorities for the region and align peer organizations to execute against these.
- Work with universities and colleges to align with industry partners on workforce readiness programs.

Strategy 4:

Increase regional investments into the innovation ecosystem that enable both legacy companies and startups to thrive.

Tactics:

- Streamline attention to results-driven activities supporting the regional entrepreneurial ecosystem.
- Advocate for startup programming that enables local company growth.
- Engage local and national venture capital firms, private equity funds, and family offices to drive investment in local companies.

Goal 3:

Ensure GPEC is nimble in executing its mission as markets, technologies and the region continue to evolve.

Strategy 1:

Leverage GPEC's network expertise to cultivate high-value touchpoints and relationships that further the reach and influence of the organization.

Tactics:

- Activate GPEC's network including its Board of Directors, strategic councils and Ambassador network to advocate for the organization's priorities.
- Work with stakeholders to identify key market players and facilitate connections that advance GPEC's mission and secure sustainable funding.

Strategy 2:

Enhance long-term positioning by differentiating GPEC's unique value proposition for stakeholders in the community.

Tactics:

- Double down on the activities that uniquely define GPEC, such as high-quality research, business development expertise and brand platform communication.

Strategy 3:

Ensure strategic talent and resource alignment to deliver excellence in the execution of key priority pillars.

Tactics:

- Allocate financial and operational resources where they will drive the most results for counties, communities and private industry supporters.
- Adjust resources dynamically to respond to changing priorities.

Metrics and Budget Overview

In FY26, GPEC is focused on cultivating impactful projects in key sectors – such as high-tech, office and bioscience – that tend to have smaller phase one job counts but higher wages. Additionally, the market is seeing headwinds on factors impacting larger projects, including power demand, air quality and a shifting economic environment.

Prospect activity is expected to remain constant, with an intentional focus on international activities to drive prospects.

	Contract	Target	Stretch
Payroll (in Millions)	$354.65	$394.06	$433.47
Jobs (Phase 1)	5,670	6,300	6,930
High-Wage Jobs	3,151	3,502	3,852
Average High-Wage Salary	$75,921	$84,357	$92,793
Qualified Prospects	233	258	283
Qualified International Prospects	48	53	58
GPEC Assists	10	12	14
Community ROI[1]	18:1	20:1	22:1
Stakeholder Satisfaction with Business Attraction[2]	7.0	7.3	7.6
Stakeholder Satisfaction with Competitive Position[2]	7.0	7.3	7.6

Revenues	Proposed FY2026	Approved FY2025	YOY Var. $	YOY Var. %
City/County Contract Revenue	$3,210,154	$3,027,872	$182,282	6%
Pledge Revenue	$3,898,350	$4,307,850	$(409,500)	(10%)
New Pledges	$250,000	$425,000	$(175,000)	(41%)
In-Kind Contributions	$140,000	$140,500	$(500)	(0%)
Special Events & Programs	$165,000	$130,000	$35,000	27%
Sponsorship Income	$363,500	$280,000	$83,500	30%
Grant Income	$83,000	$279,122	$(196,122)	0%
Other Income	$15,000	$14,560	$440	3%
TOTAL REVENUE	**$8,125,004**	**$8,604,904**	**$(479,900)**	**(6%)**

Expenses	Proposed FY2026	Approved FY2025	YOY Var. $	YOY Var. %
Business Development	$864,527	$831,973	$32,554	4%
Marketing & Communications	$463,443	$586,822	$(123,379)	(21%)
Research & Analytics	$284,242	$331,034	$(46,852)	(14%)
Engagement	$152,568	$168,197	$(15,629)	(9%)
Regional Initiatives	$128,413	$279,185	$(150,773)	(54%)
Operations	$411,982	$473,417	$(61,435)	(13%)
Personnel	$5,551,200	$5,265,199	$286,001	5%
Facilities	$522,600	$522,357	$243	0%
Special Events & Programs	$283,000	$439,122	$(156,122)	(36%)
TOTAL EXPENSES	**$8,661,975**	**$8,897,306**	**$(235,331)**	**(3%)**
NET INCOME/(LOSS)	**$(536,971)**	**$(292,402)**	**$(244,569)**	**84%**

1 ROI is calculated as a ratio of direct revenue from GPEC locates divided by funding from GPEC member communities.
2 Average result from respondents of EDDT and Board of Directors end-of-year surveys.

Investors

Visionary Level

Champion Level

Accelerator Level

Builder Level

AECOM Hunt
American Airlines
Arizona Diamondbacks
Bank of America
Banner Health
BMO Harris Bank
BOK Financial
Brookfield Residential
CBRE
Chicanos Por La Causa
Clayco
Cousins Properties, Inc.
Creighton University
Desert Financial Credit Union
Dignity Health
Dorsey & Whitney
DSV
Empire Southwest
Equity Land Group Holdings/Arizona Land Consulting
Ernst & Young
Freeport McMoRan Inc.
Global Credit Union
Goodmans
Grand Canyon University
Helios
Honeywell
HonorHealth
Idealab Arizona
Intel Corporation
JE Dunn Construction
Kitchell
M Culinary
Mayo Clinic
MidFirst Bank
Mortenson
MSC Mediterranean Shipping Company (USA) Inc.
Olsson
onsemi
Perkins Coie LLP
Phoenix Suns and Phoenix Mercury
Pivotal Group
Quarles & Brady
Snell & Wilmer LLP
STORE Capital
Taft
U.S. Bank
Valley Metro
Valley of the Sun United Way
Vitalant
Weitz Company
Western Alliance Bank

Advocate Level

Air2o
Alston Construction
Archicon L.C. Architecture
Arizona Community Foundation
Axios
Baker Development
Bell Bank
Blue Cross Blue Shield of Arizona
Bridge Relocation Concierge
Bristol Myers Squibb
BRPH
Brycon Construction
Burns & McDonnell
CapRock Partners
CG Schmidt
Colliers International
Commonwealth Land Title
National Commercial Services
Cresa
Crescent Crown Distributing
Cushman & Wakefield
Davis Architecture
De Rito Partners
Deloitte
Deutsch Architecture Group
DFDG Architecture
Dircks Moving & Logistics
DLR Group
DP Electric
DPR Construction
El Dorado Holdings
EmployBridge
Enterprise Bank & Trust
EPCOR
Everest Holdings
FCL Builders
FirstBank
Gammage & Burnham
GCON
Gensler
Global Roofing Group
Gray Construction
Graycor Construction
Green Maple Law Group
Haydon Building Corp
HDR
Holualoa Companies
Howard Hughes Corporation
Immedia
JLL
Keyser
Land Advisors Organization
Langan Engineering and Environmental Services
Lee & Associates
Lincoln Property Company
Mack Real Estate Group
Mastek
Meritage Homes
Multistudio
NAI Horizon
Okland Construction
OneAZ Credit Union
Opus Development Company
Page
Partners Personnel
Pathward
Phoenix Children's Hospital
Phoenix Raceway
Professional Piping Systems
Pureflow Inc.
Reliance Management
Renaissance Construction
Reseco Advisors, LLC
Resolution Copper
Rexco
Rider Levett Bucknall
RSM
Ryan Companies US Inc.
Silicon Valley Bank
Skanska
SmithGroup
Social Television Network (STN)
Southwest Gas Corporation
Spencer Fane LLP
SRS Real Estate Partners
Stevens-Leinweber Construction
Sunbelt Holdings
Sundt Construction
Suntec Concrete
Taiwan Semiconductor Manufacturing Company
Terracon
The AES Corporation
The PENTA Building Group
The Plaza Companies
Trammell Crow Company
University of Arizona
USAA
Verizon Wireless
ViaWest Group
Wespac Construction, Inc
WestPac Wealth Partners
Wexford Science + Technology
Willmeng Construction
Wist Office Products

Supporter Level

Air Products and Chemicals, Inc.
Arizona Israel Technology Alliance
Atmosphere Commercial Interiors
Avison Young
Avnet Inc.
Bechtel
BNSF Railway
Carvana
Catalyst Construction
City of Hope
Comcast Business
Conceptually Social
CoStar Group
Cypress Office Properties
EMD Electronics
Globe Corporation
Halff
Hines
Industrial Storage
KTAR
Macerich
Marsh McLennan Agency
Merit Partners
Meta
Midwestern University
MSS Business
Transformation Advisory
National Bank of Arizona
Nationwide Realty Investor
Northrop Grumman
Orion
Prologis
RED Development
Sendero Consulting
Storage Soluitons Inc. (SSI)
Sunstate Equipment Company
The Austin Company
Trinity Capital Investments
Umpqua Bank
Union Pacific Railroad
VanTrust Real Estate LLC

As of April 28, 2025

Amplify Our Story

Greater Phoenix's trajectory is strengthened by your expertise.

Collaborate on shaping and telling the story of the region's next economic era.

EXHIBIT B

GPEC PERFORMANCE MEASURES
FY 2026

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	**$354.65M**
2. Total Number of Jobs Created	**5,670**
3. Total Number of High-Wage Jobs[1]	**3,151**
4. Average High-Wage Salary	**$75,921**
5. GPEC Assists[2]	**10**
6. Number of Qualified Prospects	**233**
7. Number of Qualified International Prospects	**48**
8. Community Return on Investment[3]	**18:1**
9. Stakeholder Satisfaction with Business Attraction[4]	**7.0**
10. Stakeholder Satisfaction with Competitive Position[5]	**7.0**

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently $63,192).
2. GPEC Assists: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size for example; and would otherwise be listed as "non-reported locates."
3. ROI is calculated as a ratio of direct revenue from GPEC locates to all member communities divided by funding from GPEC member communities
4. Average result from respondents of EDDT and Board of Directors end-of-year surveys
5. Average result from respondents of EDDT and Board of Directors end-of-year surveys

EXHIBIT C

TARGETED INDUSTRIES
FY2026

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2026, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; and Software.

Member communities will target the following:

Apache Junction
Corporate/Regional Headquarters, Advanced Manufacturing, Standard Manufacturing, Healthcare, Mining (Supplies & Services), R&D, and Hospitality/Entertainment

Avondale
Healthcare; hospitality/tourism; manufacturing & logistics, technology; retail & entertainment; and technology

Buckeye
Advanced Manufacturing, Energy, Distribution & Logistics, Mission Critical, Retail, Entertainment & Hospitality, Healthcare, Aviation, Entrepreneurship, and Higher Education.

Casa Grande
Advanced manufacturing; automotive technology; transportation/logistics; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

Chandler
Advanced business services; corporate/regional headquarters; healthcare; advanced manufacturing; software development; aerospace/aviation; automotive technology; and applied research

El Mirage
Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; and aerospace aviation

Fountain Hills
Assembly (small scale), biosciences, financial services, healthcare, hospitality, retail and start ups

Gila Bend
Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; and heavy industrial

Gilbert
Aerospace/aviation and defense; advanced business and professional services; finance and insurance; healthcare and education services; information communication technology; manufacturing; clean and renewable technology; and related corporate/regional headquarters

Glendale
Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

Goodyear
Advanced business services; advanced manufacturing; medical manufacturing; aerospace, aviation and defense; corporate and regional headquarters; entrepreneurial/start-ups; technology; healthcare and biomedical (treatment, medical diagnostics, research & development); and higher education

Maricopa (City)
Advanced industrial manufacturing: semiconductors, automotive, EV manufacturing, high tech, and supply chain; research and development; professional and business services; healthcare services; small business and entrepreneurship; higher education and education technology; agribusiness/agrisciences; and visitor/hospitality commerce.

Mesa
Standard and advanced manufacturing including medical device; research & development; automotive technology and aerospace/aviation/defense; advanced business services; cybersecurity; information technology; healthcare/life sciences; mission critical operations; tourism; regional and corporate centers; and climate tech

Peoria
Advanced business and financial services; aerospace/airport; advanced manufacturing; bioscience and healthcare; technology and innovation; innovation; and research and development

Pinal County
Advanced Manufacturing; Aerospace, Aviation and Defense; Electric Vehicle Technology & Manufacturing; Healthcare; Bio/Life Sciences; Transportation, Distribution & Logistics; Natural and Renewable Resources (Mining, Agriculture, Solar); and Tourism/Hospitality

Phoenix
Biosciences and healthcare; advanced manufacturing; aerospace and defense including advanced air mobility; electric and autonomous vehicles; advanced business services; emerging technologies, FDI and trade; circular economy; and entrepreneurship and innovation

Queen Creek
Advanced Manufacturing; agritainment/destination tourism; healthcare; I.T./software; and business services

Scottsdale
IT services and software; financial and insurance services and technology; healthcare services and innovation; logistics Management; tourism; and corporate headquarters

Surprise
Advanced business services; advanced manufacturing and rail-served industry; corporate/regional headquarters innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; signature retail; specialty services for global companies/FDI; tourism and hospitality

Tempe
Advanced business services (fintech); IT/software; next generation electronics, semiconductors and their

supply chains; aerospace and defense; biosciences; corporate/regional headquarters; advanced manufacturing; software as a service; sustainable technologies; signature retail & restaurants; hospitality & tourism

Tolleson
E-Commerce/fulfillment centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

Wickenburg
Resort/tourist-oriented development; healthcare with an emphasis on behavioral health; transportation & distribution; expanded retail opportunities; senior industries, equestrian and rodeo industries

Youngtown
Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2026

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				
COMMUNITY RETURN ON INVESTMENT				
STAKEHOLDER SATISFACTION WITH BUSINESS ATTRACTION				
STAKEHOLDER SATISFACTION WITH COMPETITIVE POSITION				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; and Software)

EXHIBIT E

INSURANCE REQUIREMENTS

The City's 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 required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/13 or any replacements thereof)

General Aggregate/ per Project	
Products-Completed Operations Aggregate	
Personal & Advertising Injury	
Each Occurrence	
Fire Damage (Any one fire)	
Directors and Officers	
Medical Expense (Any one person)	Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles (Form CA 0001, ed. 10/13 or any replacement thereof) Combined Single Limit Per Accident for Bodily Injury and Property Damage

3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall 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.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

E. **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

F. **Verification of Coverage**. GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

G. **Approval**. During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Regional Cooperation Protocol Policy
Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.

2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.

3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.

4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.

5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.

6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).

7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.

8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.

9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.

10. In the event that a project working with GPEC or any member community is discovered to have an

existing presence within the region, the member community will notify the economic development director of the project's current home community, notwithstanding prohibition due to a non-disclosure agreement.

11. Agree that the consideration of a future community to GPEC's membership will be brought before EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

12. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.

13. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.

14. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.

15. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.

16. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTS will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.

17. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. CP25-140

Date: July 14, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager / CFO
Michael Hollingsworth, Facilities & Fleet Manager
Daniel Haskins, Capital Projects Division Manager
From: Ivan Magana, Engineer
Subject: Professional Services Agreement with Kitchell/CEM, Inc. (CA Corp) for the Boys and Girls Club Tenant Improvements Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. BF2401.451 to Kitchell/CEM, Inc. (CA Corp) for the Boys and Girls Club Tenant Improvements Construction Management Services, in an amount not to exceed $152,716.78.

Background/Discussion:

In 1995, the City of Chandler purchased the former Seton Catholic High School buildings at 300 E. Chandler Boulevard and leased them to the Boys & Girls Club to provide a wide range of age-appropriate activities and programs for youth ages 5 to 18. In November 2009, the original buildings were demolished and replaced with a new facility funded by $8.5 million from the 2007 bond program.

Since then, the City has continued to support the facility through maintenance, custodial services, and utility costs as part of the lease agreement with the Boys & Girls Club. On August 17, 2023, City Council approved an amended Facility Lease Agreement that extended the lease term, added new performance measures, and laid the groundwork for a major renovation project. The renovation includes significant funding from the Chandler Compadres organization.

This renovation project aims to upgrade the Boys & Girls Club facility to better

serve Chandler youth and enhance safety. The existing teen center will be remodeled, including the enclosure of the exterior patio to expand programming space tailored to teens. Additional safety improvements will include the creation of a separate lobby area for parents and visitors, and the remodeling of the conference room to allow for private meetings while maintaining visibility into the facility.

The renovation will also include Americans with Disabilities Act (ADA) upgrades to both the interior and exterior, and the conversion of an existing shower room into an employee-only restroom.

The scope of work includes construction administration, inspection, and contractor oversight, with an agreement completion time of 365 calendar days following Notice to Proceed.

A related Construction Agreement with Chasse Building Team, Inc. (AZ Corp) for the Boys & Girls Club Tenant Improvements is also scheduled for consideration at 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 Vendor Name, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.5818.6BF673	General Gov't Capital Projects	Boys And Girls Club Tenant Impr	$106,901.75	Y
401.3060.5219.6TP707	General Gov't Capital Projects	ADA Upgrades	$45,815.03	Y

Attachments

Agreement

Council Map

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PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT SERVICES
BOYS AND GIRLS CLUB TENANT IMPROVEMENTS
Project No. BF2401.451
Council Date: July 17, 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 Kitchell/CEM, Inc.**,** a California corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide construction management services for Boys and Girls Club Tenant Improvements 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 365 calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed $152,716.78 for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Adam Kleiser, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3325 Email: Adam.Kleiser@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Kitchell/CEM, Inc.
	Mailing Address:	1707 East Highland, Phoenix, AZ 85016
	Physical Address:	1707 East Highland, Phoenix, AZ 85016
	Statutory Agent Name:	David Koval, General Counsel
	Statutory Agent Mailing Address:	1707 East Highland Phoenix, AZ 85016
	Statutory Agent Physical Address:	1707 East Highland Phoenix, AZ 85016
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Geoffrey Bachanas
	Title:	President
	Phone:	949.233.9643
	Email:	gbachanas@kitchell.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.

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

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

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

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

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

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.

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

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.

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

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 25, 2025
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
KITCHELL/CEM, INC.

Signature June 25, 2025
Date

Geoffrey Bachanas
Print Name

President
Title

gbachanas@kitchell.com
Signer Email Address

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES –Chandler Boys & Girls Club TI

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. NA

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 Log; Submittal Log. Consultant assumes no more than (26) weekly meetings will be held.

B. Task 2.2 CPM Schedule

i. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes (6) reviews of updated CPM schedule. Consultant assumes a (183) calendar day duration.

C. Task 2.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to or coordinate responses from the Designer of all Contractor Requests for Information (RFI's); and prepare and maintain a log of all RFI's through the course of construction. Consultant assumes approximately (125) RFIs.

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 not already submitted prior to the NTP.

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) RFP's.

F. Task 2.6 Field Directives (FD's)

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

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 (10) 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 approximately (6) payment applications. Payment applications shall be assessed for completeness including:

1. Correct and complete schedule of values
2. Proper conditional and unconditional lien releases
3. Updating of as-built drawings
4. Submission of update schedule

H. Task 2.8 Public Outreach

i. NA

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. Consultant must provide daily construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting CMAR construction activities, construction progress, on-site events and any discussions/meetings held on site during field inspection visits. Consultant assumes 1 inspector as needed for (6) months.

B. Task 3.2 Landscape / Irrigation Inspection Services

i. NA

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.

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

iii. Consultant will review and approve final reports from inspection/testing agency and 3rd part commissioning agent and prepare a written executive summary of any exceptions, or operational notes for the City. (If applicable)

iv. Consultant will review and recommend approval of General Contractor closeout submittals, including manufacturer's warranty, O&M manuals, startup reports, certifications, and training materials.

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination

i. Consultant will coordinate any utility identification, planned shutdowns, and testing directly with General Contractor, Building Owner, and AHJ Inspectors. Consultant will familiarize themselves and implement any and all utility interruption procedures required to maintain facility functionality as required by the Facility Owner. Utilities also include energized systems:

1. Electrical and lighting systems,
2. Air handlers and exhaust fans,
3. Fire alarm systems,
4. Fire sprinkler systems,
5. Compressed gas services,
6. Potable water services,
7. Irrigation water,
8. Access control services,
9. Building automation systems,
10. And data/telecom systems that impact areas of the building outside of the enclosed limits of construction.

5. MATERIALS TESTING

A. Task 5.1 Quality Control

i. Consultant will coordinate 3rd party Special Inspection services as required and as defined on the "Schedule of Special Inspection Services" on sheet S001.1 of the project documents (drawing set dated 2/11/22, plot date 3/11/22). Consultant will coordinate Special Inspection directly with the General Contractor and distribute testing and inspection reports to the General Contractor, Designer, and the City in compliance with Contract Documents and governing Building Code.

B. Task 5.2 Quality Assurance (QA) Test Program

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

i. Consultant will review and confirm that all 3rd party inspectors have current and correct certifications for assigned Quality Control duties. Consultant will ensure inspectors have current and correct qualifications for assigned Special Inspection duties and are in compliance with the "Schedule of Special Inspection Services" on sheet S001.1 of the Project documents.

ii. Consultant will visit locations of inspection, including site and fabrication shops (if required) to confirm inspector's identity. Consultant will review regular inspection reports and consult with Designer to confirm correct materials testing and inspection frequency to meet the intent of the applicable code (2018 IBC with City of Chandler Amendments and associated adopted codes).

iii. Consultant will coordinate 3rd party commissioning services with the General Contractor and review reports and recommended actions from the Commissioning Agent.

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

i. Review and monitor Contractor's weekly updates on red-line drawing set.

ii. Review and recommend actions on the final red-line as built set submitted as a post-construction submittal for project completion.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. Consultant will retain a 3rd party subconsultant to perform Special Inspections, to be funded from the Special Inspections Allowance.
3. Quality control inspections involve inspection consultants and companies not under this Agreement, and deficiency reporting will be to the entity that is contracted with the Consultant.
4. Commissioning services are excluded – however, coordination with 3rd party commissioning is included in Task 3.1 and Task 5.2 hours.

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

EXHIBIT "B"
COMPENSATION AND FEES

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost	
1	**PRE-CONSTRUCTION ASSISTANCE**	**ADA**	**T.I.**
1.1	Pre-Construction Assistance		NA
	SUBTOTAL TASK 1:	**$ -**	**$ -**
2	**CONSTRUCTION MANAGEMENT**	**ADA**	**T.I.**
2.1	Weekly Construction Meetings	$ 5,032.98	$ 11,743.61
2.2	CPM Schedule	$ 4,132.80	$ 9,643.20
2.3	Requests for Information (RFI)	$ 4,029.17	$ 9,401.40
2.4	Shop Drawing Submittals	$ 7,382.86	$ 17,226.67
2.5	Requests for Proposal (RFP)	$ 1,291.50	$ 3,013.50
2.6	Field Directive (FD)	$ 645.75	$ 1,506.75
2.7	Contractor Payment Applications	$ 1,162.35	$ 2,712.15
2.8	Public Outreach		NA
	SUBTOTAL TASK 2:	**$ 23,677.41**	**$ 55,247.28**
3	**CONSTRUCTION INSPECTION**	**ADA**	**T.I.**
3.1	Inspection Services	$ 9,169.00	$ 21,394.34
3.2	Landscape/Irrigation Inspection Services (IF APPLICABLE)		NA
3.3	Project Closeout	$ 968.63	$ 2,260.13
	SUBTOTAL TASK 3:	**$ 10,137.63**	**$ 23,654.47**
4	**UTILITY COORDINATION**	**ADA**	**T.I.**
4.1	Utility Coordination		$ -
	SUBTOTAL TASK 4:		**$ -**
5	**MATERIALS TESTING**	**ADA**	**T.I.**
5.1	Quality Control		$ -
5.2	Quality Assurance Test Program		$ -
	SUBTOTAL TASK 5:		**$ -**
6	**RECORD DRAWINGS**	**ADA**	**T.I.**
6.1	Record Drawings		$ -
	SUBTOTAL TASK 6:		**$ -**
SUBCONSULTANTS		**ADA**	**T.I.**
Special Inspections Allowance		$ 9,000.00	$ 21,000.00
Subconsultant Name			$ -

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

Subconsultant Name		$ -
Subconsultant Name		$ -
SUBTOTAL SUBCONSULTANTS:	**$ 9,000.00**	**$ 21,000.00**
ALLOWANCES	**ADA**	**T.I.**
Direct Expense Allowance		
Owner's Allowance	$ 3,000.00	$ 7,000.00
SUBTOTAL ALLOWANCES:	**$ 3,000.00**	**$ 7,000.00**
SUB TOTAL:	**$ 45,815.03**	**$ 106,901.75**

Project Total: $45,815.03 + $106,901.75= $152,716.78

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

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

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

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.

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

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.

Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

EXHIBIT "D"
SPECIAL CONDITIONS

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) 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 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.

2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

3. 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 Consultant for each key issued.

4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must 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.

6. Consultant's default under this Section must 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 Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant 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. Consultant 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, Consultant agrees to properly cure any

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default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars ($1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and 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. **Consultant and Subconsultant Worker Background Screening**. Consultant agrees that all contract workers and subconsultants (collectively "Contract Worker(s)") that Consultant furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Consultant's sole cost and expense. As part of the Background Screening, Consultant must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Consultant must comply with all applicable laws, rules, and regulations. Consultant further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of Consultant's services under this Agreement or Consultant's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Consultant and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

2. **Background Screening Requirements and Criteria**. Before offering or scheduling any services under this Agreement, Consultant agrees that all Contract Workers, including the Consultant, if the Consultant is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Consultant warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Consultant must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services

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under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a social security (SSN) trace, a national criminal databased check with source verification, and a sex offender database search.

3. **Additional City Rights Regarding Security Inquiries**. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

4. **Consultant Certification**. By executing this Agreement, Consultant certifies that Consultant has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Consultant further certifies that any Background Screening information to be furnished to City related to Consultant or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

5. **Terms of This Section Applicable to all of Consultant's Contracts and Subcontracts**. Consultant must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

6. **Materiality of Background Screening Requirements: Indemnity**. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Consultant will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Consultant must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Consultant or City for failure to satisfy this Section.

Continuing Duty, Audit. Consultant's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Consultant must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Consultant must maintain all records and documents related to all Background Screenings and City reserves the right to audit Consultant's compliance with this Section under the terms of this Agreement.

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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.

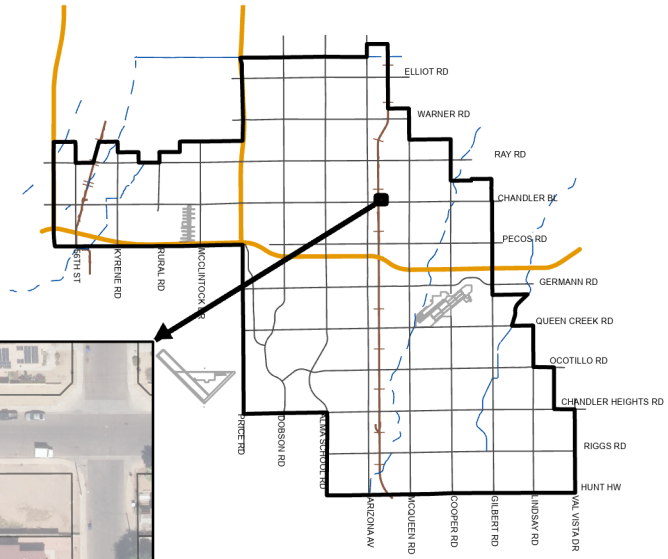
N/A

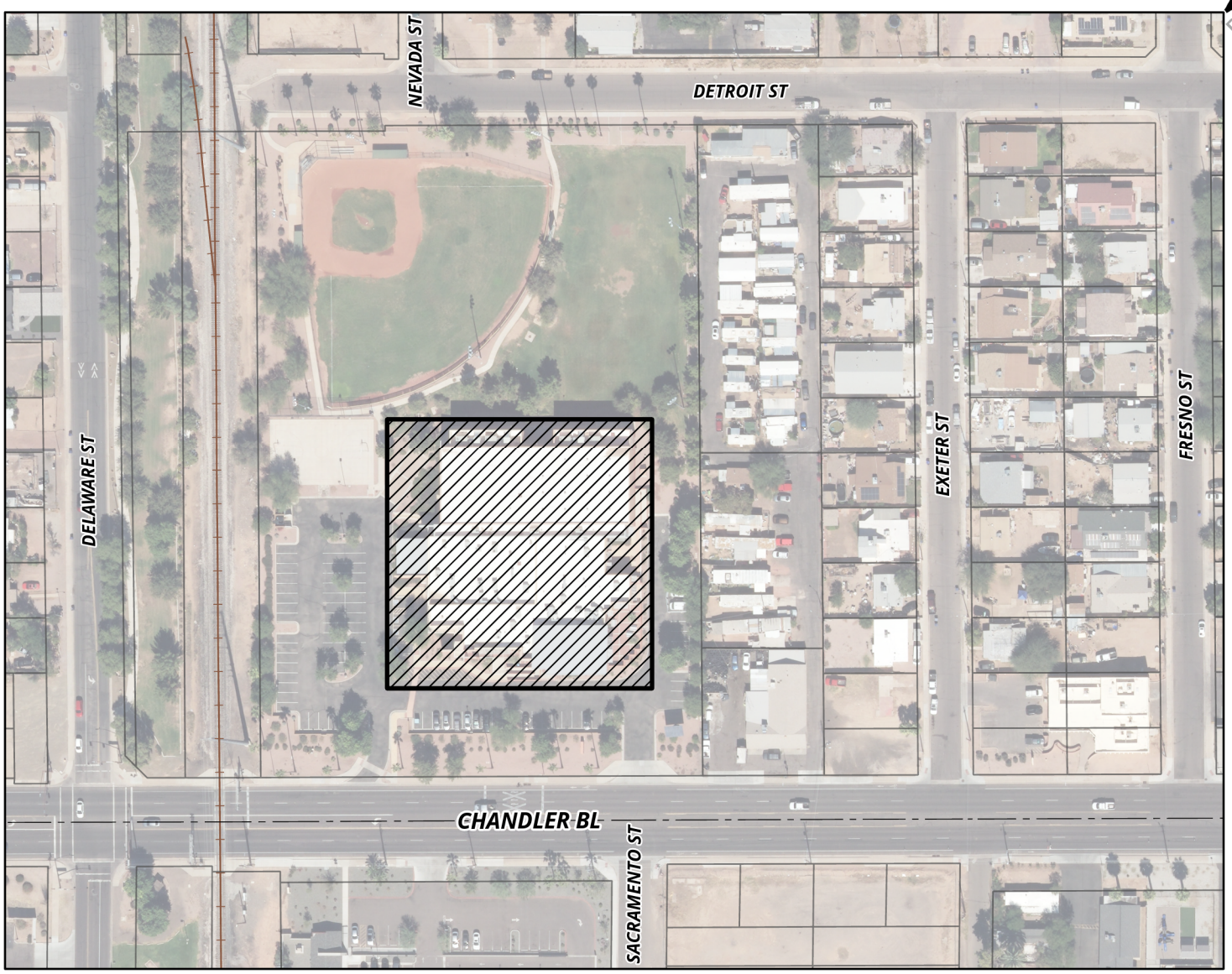
Docusign Envelope ID: 2D219A40-7AF2-419A-BBB0-DAE45CF568B9

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A

BOYS AND GIRLS CLUB RENOVATION
PROJECT NO. BF2401.451





MEMO NO. CP25-140

PROJECT LOCATION

NTS

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CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. CP25-139

Date: July 14, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager - CFO
Michael Hollingsworth, Facilities & Fleet Manager
Daniel Haskins, Capital Projects Division Manager
From: Ivan Magana, Engineer
Subject: Job Order Project Agreement No. BF2401.401 with Chasse Building Team, Inc. (AZ Corp), Pursuant to Job Order Master Agreement No. JOC2407.401, for the Boys and Girls Club Tenant Improvements.

Proposed Motion:

Move City Council award Job Order Project Agreement No. BF2401.401 to Chasse Building Team, Inc. (AZ Corp), Pursuant to Job Order Master Agreement No. JOC2407.401, for the Boys and Girls Club Tenant Improvements, in an amount not to exceed $1,575,703.93.

Background/Discussion:

In 1995, the City of Chandler purchased the old Seton Catholic High School buildings, located at 300 E. Chandler Boulevard, and leased them to the Boys and Girls Club to offer a wide variety of age-appropriate activities and programs to meet the needs of youth ages 5-18. In November 2009, these buildings were demolished to construct a new facility, funded with $8.5 million in 2007 bond funds. The City has since been providing maintenance and custodial services, as well as covering all utility costs, as part of the lease agreement with the Boys and Girls Club for the facility. On August 17, 2023, City Council approved an amended Facility Lease Agreement with Boys and Girls Club that included a term extension and new performance measures, as well as set the stage for a significant renovation of the facility to improve building security and programming space and also includes a major donation from the Chandler Compadres organization.

This project is for the renovation of the Boys and Girls Club to upgrade its facilities to better serve Chandler youth and enhance safety. The existing teen center is outdated and is to be remodeled, which will include enclosing the exterior patio to provide additional room for programming and activities tailored to teens' interests. Safety measures will also be improved with the aim of creating a separate lobby area for parents and visitors to wait before being let in, and remodeling the conference room to allow for private meetings while maintaining visibility into the facility. The improvements will also include Americans with Disabilities Act (ADA) upgrades to the exterior and interior of the building and the conversion of a shower room to an employee-only restroom.

The scope of work for this project includes the required building demolition and renovation as required for the improvements of the front entrance, teen center, shower room, and areas requiring ADA enhancements. The work will involve modifications to mechanical, electrical, and plumbing (MEP) systems, building structural alterations, and the installation of new interior finishes, partition walls, access controls, doors, cabinetry, and lighting. The agreement completion time is 180 calendar days following Notice to Proceed.

A related Professional Services Agreement with Kitchell/CEM, Inc. (CA Corp), for the Boys and Girls Club Tenant Improvements, is also scheduled for this City Council meeting.

Evaluation:

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

Financial Implications:

The Boys and Girls Club Improvements Construction Management Services total cost of $1,575,703.93 will be partially funded in the amount of $200,000 from savings in program 6BF658 - Facility & Parks Asphalt Maintenance in the amount of $33,951, and program 6BF666 - Police/Courts Security Fencing Upgrades in the amount of $129,441 from Fund 401. Additionally, a budget transfer in the amount of $36,608 from Fund 401 - General Government Capital Projects, program 6BF628 - Existing City Building and Renovations will be processed to cover the total cost of the project.

Fiscal Impact

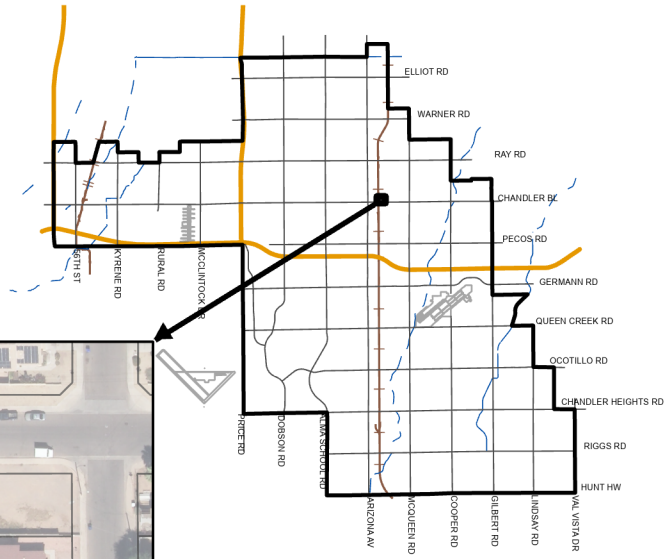
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.6212.6BF673	General Gov't Capital Projects	Boys And Girls Club Tenant Impr	1,167,581.01	Y
401.3060.6212.6TP707	General Gov't Capiral Projects	ADA Upgrades	408,122.92	Y

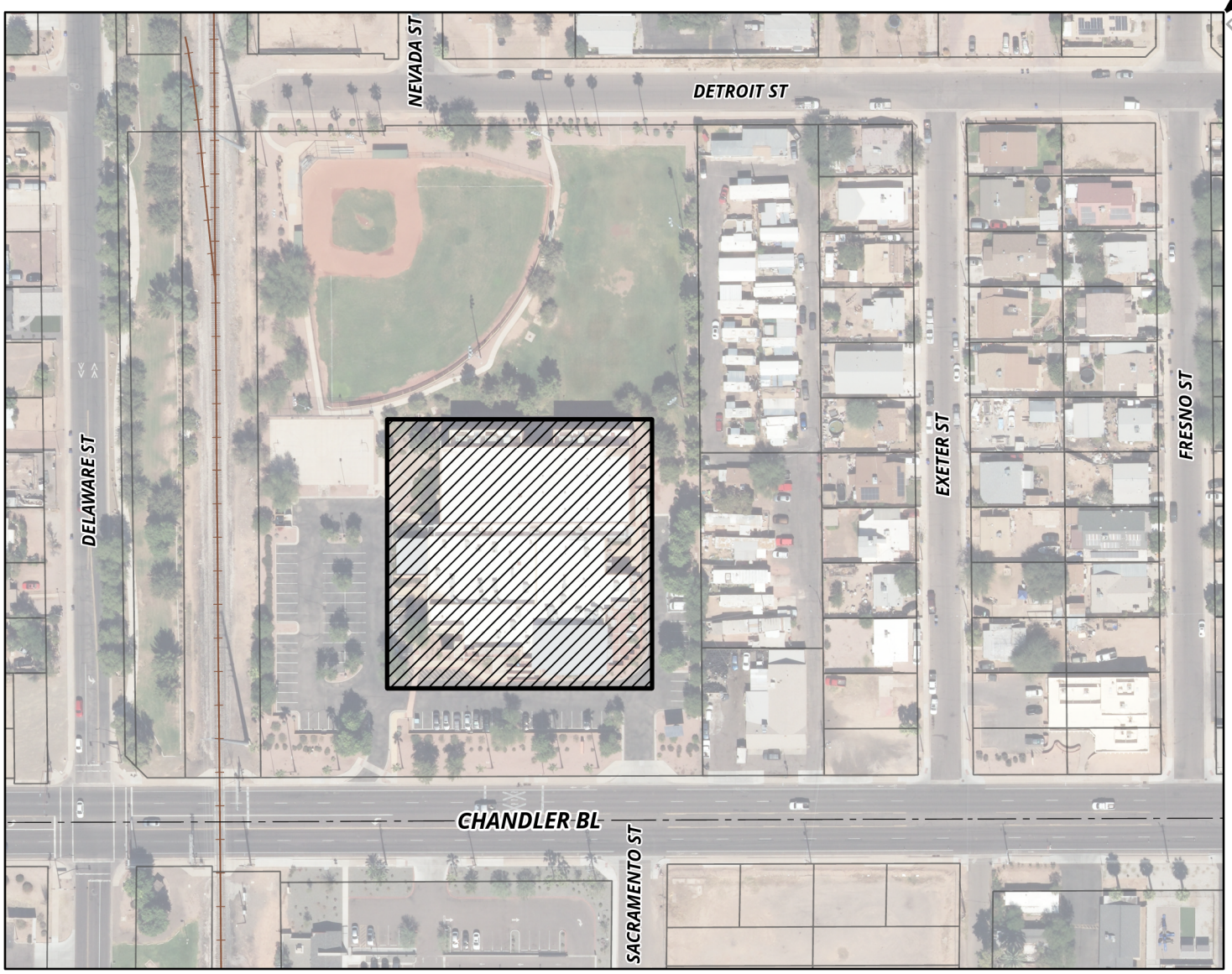
Attachments

Council Map

Agreement

BOYS AND GIRLS CLUB RENOVATION
PROJECT NO. BF2401.401





MEMO NO. CP25-139

PROJECT LOCATION

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CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

BOYS AND GIRLS CLUB TENANT IMPROVEMENTS
Project No. BF2401.401
Council Date: July 17, 2025

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this ____ day of _____, 2025 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and Chasse Building Team, Inc., an Arizona limited liability company, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2407.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

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

RECITALS

A. On or about March 1, 2024, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

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

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the Boys and Girls Club Tenant Improvements, Project Number BF2401.401 The scope of work consists of the renovation of the Boys and Girls club located at 300 E Chandler Blvd, Chandler, AZ 85225. The teen center will be renovated including enclosing the adjacent exterior patio to provide additional interior space. The front entrance will be renovated to include a separate lobby area and conference room. The project will also include ADA improvements to the exterior and interior of the building and conversion of a shower room to an employee only restroom , all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

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

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

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

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of $1,575,703.93 Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within 180 calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

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

CITY:	Construction Project Manager: Adam Kleiser	
	Phone:	480-782-3325
	Email:	Adam.Kleiser@chandleraz.gov
JOC CONTRACTOR:	Chasse Building Team, Inc.	
	230 South Siesta Lane, Tempe, AZ 85288	
	JOC Contractor Representative: Jarrod Kerns	
	Phone:	602-908-5294
	Email:	jkerns@chasse.us

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

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

ARTICLE 6. BACKGROUND SCREENING/BADGE REQUIREMENTS

JOC Contractor and Subcontractor Worker Background Screening. JOC Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that JOC 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 JOC Contractor's sole cost and expense. As part of the Background Screening, JOC 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 JOC Contractor must comply with all applicable laws, rules, and regulations. JOC 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 JOC Contractor from any liabilities that may arise out of JOC Contractor's services under this Agreement or JOC Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, JOC 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, JOC Contractor agrees that all Contract Workers, including the JOC Contractor, if the JOC Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. JOC 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, JOC 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 social security (SSN) trace, a national criminal databased check with source verification, and a sex offender database search.

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Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

JOC Contractor Certification. By executing this Agreement, JOC Contractor certifies that JOC Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. JOC Contractor further certifies that any Background Screening information to be furnished to City related to JOC 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 JOC Contractor's Contracts and Subcontracts. JOC 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 JOC Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, JOC 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 JOC Contractor or City for failure to satisfy this Section.

Continuing Duty, Audit. JOC Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. JOC Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. JOC Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit JOC Contractor's compliance with this Section under the terms of this Agreement.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

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

"CITY"
CITY OF CHANDLER

Mayor

RECOMMENDED BY:

Daniel Haskins June 25, 2025
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"JOC CONTRACTOR"
CHASSE BUILDING TEAM, INC.

June 24, 2025
Signature Date

Barry Chasse
Print Name

Chief Executive Officer
Title

bchasse@chasse.us
Signer Email Address

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

EXHIBIT A
SCOPE OF WORK

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

5/28/2025

Project #: BF2401
Project Name:

Chandler Boys and Girls Club
300 E Chandler BLVD.
Chandler, Arizona 85225

JOA Proposal

City of Chandler
Project Manager(s): Adam Kleiser & Ivan Magana

Table of Contents:

1. Scope of Work
2. JOA Proposal Summary
3. Schedule of Values
4. Plans and Specifications
5. Clarifications and Assumptions
6. Schedule

As prepared by:
Chasse Building Team
Driskell Johnson
316-670-9003
djohnson@chasse.us

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

1. Scope of work:

Renovation of the Boys and Girls Club in Chandler, Arizona. Improvements to the front entry/lobby, teen room, and ADA improvements throughout.

2. Summary of the JOA:

See the following JOA Summary on the next page. **The not to exceed amount for this JOA is $1,575,703.93.**

3. Schedule of Values:

Reference the attached bid tabulations for each trade.

4. List of plans and specifications:

All work shall be completed per the 100% CD Set Dated 02/17/2025 with DFDG as the Architect.

5. Clarifications and assumptions:

In submitting the enclosed JOA proposal, CBT has anticipated the following:

General:

1. Please see attached EXHIBIT B-CLARIFICATIONS.

6. Project Schedule:

The project is estimated to take 180 calendar days.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

EXHIBIT B
FEE SCHEDULE

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

EXHIBIT "B"

JOB ORDER COST PROPOSAL
SUMMARY SHEET

Negotiated Prices			
Price of Subcontractor(s)		$	1,050,937.02
Price of Subconsultant(s)		$	-
General Conditions		$	253,460.12
Preconstruction Labor (if applicable)		$	-
Construction Labor (if applicable)		$	-
SUBTOTAL (NEGOTIATED PRICES):		**$**	**1,304,397.14**
Overhead and Profit (Coefficient per Job Order Master Agreement)	**5.00%**	**$**	**65,219.86**
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**1,369,617.00**
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate) **ENTER TAX % HERE:**	**5.07%**	$	69,439.58
General Liability Insurance Percentage (Actual Cost per Job Order)		$	20,581.33
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		$	15,831.37
Payment Bond (Actual Cost per Job Order)		$	10,290.67
Performance Bond (Actual Cost per Job Order)		$	10,290.67
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**126,433.61**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**1,496,050.61**
Construction Contingency		**$**	**63,328.40**
Owner Contingency		**$**	**16,324.92**
TOTAL JOB ORDER:		**$**	**1,575,703.93**

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

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Exhibit A.1 - General Conditions Detail

City of Chandler

Chandler Boys and Girls Club

March 31, 2025

DIV	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST	DIVISION SUM
1A	**Project Requirements**					
	Construction Fencing, Temp Fence	1,000	LF	4.00	4,000	
	Construction Fencing, Fabric Screen		LF	2.25	0	
	Site Security Service, EyeSite Surveillance	2	Months	2,350.00	4,700	
	Project Identification, Project Signs	1	EA	650.00	650	
	Project Identification, Temp Directional Signage	1	EA	285.00	285	
	Small Tools/Equipment	23	Weeks	144.24	3,318	
	Connex/Storage Facilities, 40'-0" x 10'-0"	23	Weeks	119.63	2,752	
	Fuel Cost for Equipment	23	Weeks	150.00	3,450	
	Reprographics	4	Sets	17.00	68	
	General Cleanup	128	Hours	26.00	3,328	
	Final Cleaning, Building	5,584	SF	0.46	2,569	
	Temp Toilet Facilities, Toilets	23	Weeks	175.00	4,025	
	Temp Toilet Facilities, Handwash	23	Weeks	125.00	2,875	
	Temp Dumpsters	23	Loads	425.00	9,775	
	Total Project Requirements				0	**41,794**
					0	
80A	**General Conditions**				0	
	Project Director	24	Weeks	7,800.00	19,843	
	Project Manager	24	Weeks	5,400.00	26,192	
	Project Engineer	24	Weeks	3,800.00	18,240	
	Superintendent	24	Weeks	5,200.00	124,800	
	QA/QC Share Service	1	LS	5,287.87	5,288	
	Fuel Cost for Employees	24	Weeks	138.47	5,012	
	Vehicle Allowance	24	Weeks	276.94	0	
	IT, Computers/iPads/Hot-Spots	24	Weeks	177.71	0	
	IT, Cell Phones	24	Weeks	41.54	0	
	IT, Data Vault	24	Weeks	199.63	4,791	
	IT, Setup/Demobilization	1	LS	1,250.00	1,250	
	Project Accounting, Textura	1	LS	1,250.00	1,250	
	Project Submittals, Submittal Exchange	1	LS	1,500.00	1,500	
	Trailer, Temp Power	2	Months	1,000.00	2,000	
	Project Close-Out	1	LS	1,500.00	1,500	
	Total General Conditions					**211,666**

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

CHASSE

Exhibit A.1 - Lump Sum Bid
City of Chandler
Chandler Boys and Girls Club 3,733 SF, Building
May 28, 2025 0 SF, Site

DIV	DESCRIPTION	LOBBY & TEEN CENTER	ADA IMPROVEMENT	TOTAL COST
1A	Project Requirements	24,581	17,212	41,793.70
1B	Survey & Layout	540	180	720.00
2A	Demolition	62,636	15,401	78,037.66
3A	Concrete	38,574	40,834	79,408.01
4A	Masonry	16,650	8,200	24,850.08
5A	Structural Steel	32,367	3,700	36,067.01
6A	Rough Carpentry	2,400	0	2,400.00
6B	Millwork	22,035	0	22,035.01
7A	Insulation	8,100	0	8,100.44
7B	Roofing & Sheet Metal	36,380	0	36,380.21
7F	Caulking & Sealants	7,020	3,290	10,310.00
8A	Doors Frames & Hardware	64,773	34,890	99,663.00
8B	Overhead Doors	3,719	0	3,719.00
8C	Glass & Glazing	13,900	2,000	15,900.00
9A	Framing & Drywall	83,288	2,040	85,328.00
9B	Stucco/EIFS	18,885	940	19,825.09
9C	Tile	0	3,806	3,806.04
9D	Acoustical Assemblies	39,120	0	39,120.16
9E	Flooring	34,826	285	35,111.23
9F	Paint	19,967	3,048	23,014.40
10A	Specialties	850	6,690	7,540.00
11D	FFE	0	0	0.00
12A	Window Coverings	1,870	0	1,870.00
21A	Fire Protection	9,953	0	9,953.20
22A	Plumbing	6,500	36,200	42,700.01
23A	HVAC	87,811	0	87,811.36
26A	Electrical	180,405	971	181,375.75
26B	Fire Alarm	8,703	237	8,940.00
27A	Access Control	25,350	0	25,350.36
31A	Earthwork	1,457	37,739	39,196.00
31B	Termite Control	222	93	315.00
32B	Landscaping	0	22,090	22,090.00
	General Conditions	124,493	87,174	211,666.42
	Architectural & Engineering allowance	0	0	0.00
	Testing & Special Inspections			0.00
	Construction Contingency	47,003	16,325	63,328.40
	Owner Contingency	0	16,325	16,324.92
	Liability Insurance	15,276	5,306	20,581.33
	Builders Risk Insurance	11,750	4,081	15,831.37
	Payment & Performance Bond	15,276	5,306	20,581.33
	Gross Receipts Tax	52,031	17,409	69,439.58
	Contractor Fee	48,869	16,351	65,219.86
	TOTAL CONSTRUCTION COSTS:	**1,167,581.01**	**408,122.92**	**1,575,703.93**

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Exhibit A.1 - Alternates & Allowances

City of Chandler

Chandler Boys and Girls Club

May 23, 2025

			X	X	X
#	PROPOSED VALUE ENGINEERING	DIRECT COST AMOUNT	ACCEPTED	PENDING	REJECTED
	Lobby & Teen Center				
VE1	Existing Teen Center ACT to Remain	($17,101)			X
VE2	Delete Millwork at Teen Center Room 105A	($21,500)	X		
VE3	All Manual Roller Shades at Teen Center	($1,630)	X		
VE4	Delete Lobby & Teen Center Graphic Wall Coverings Allowance	($4,320)	X		
VE5	Delete Teen Center Overhead Door and Retain Existing Stucco Condition	($6,842)			X
VE6	Delete Added Furred wall over stucco at East Lobby Wall	($2,017)			X
VE7	Leave Extended Lobby Area as Open ceiling ILO of Metal Soffit	($5,000)			X
VE8	Delete Walk off Mat at Lobby Entry	($3,775)			X
VE9	Existing CMU walls at Teen Center to Remain Exposed and Painted	($17,085)	X		
VE10	Delete Gutter and Down Spout at New Teen Center Roof	($3,990)			X
VE12	Add Split system to New Teen Addition	($20,000)			X
VE13	Alternate Lighting Package at Lobby & Teen Center	($22,140)	X		
VE14	Included ACT at Lobby Entry ILO Metal Soffit	($2,400)			X
VE15	Include drywall soffit at Loddy Entry ILO Metal Soffit	($3,180)	X		
VE16	Reuse Current Walk-off Mat	($2,125)			X
VE17					
	Total Value Engineering Opportunities:	$ (133,104.85)	$ (69,855.00)	$ -	$ (63,249.85)

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Items Assumed by Owner (unless otherwise noted below)

Architectural and engineering fees
Utility fees including: design, permitting, and permanent usage fees
Building permit, review fees, tap fees, and impact fees
Residential appliances (Unless noted otherwise in clarifications below)
Furnishings including, but not limited to: desk, chairs, furniture (Unless noted otherwise in clarifications below)
Asbestos abatement and hazardous waste removal, assumed by owner

General Assumptions

Contractor carry standard construction working hours. Night work and weekend work is not included in this estimate.
GMP excludes all mock-ups are in place
GMP excludes landscape salvage
Assumed Davis Bacon wages to not be applicable for this project.

Division 2 - Demolition

Includes to sawcut CMU at the teen center for the HVAC duct work.
Includes structural shoring at the lobby

Division 3 - Concrete

Includes depressed slab at Lobby entrance for wake-off mat.
Includes infill concrete slab at Teen Center retaining wall to the new wall, ILO of DG to avoid adding drainage.

Division 5 - Steel

Includes new modification handrail of 50LF at ADA improvement only.
Includes lintels for the HVAC openings in the CMU walls

Division 7 - Thermal Protection

New 24ga prefinished, standard color PVDF 18" wide standing seam metal roof panel over 30 mil self-adhered, high temp underlayment over 5/8" dens-prime coverboard over existing metal deck. Salvaging will not be possible.

Division 5 - Steel

Millwork at Teen Center Room 105A is not included, per accepted VE2.

Division 8 - Openings

Gymnasium door hinges to be changed to achieve ADA clearance ILO changing doors to a 6 FT frame. Modify and saw cutting CMU is not required in this estimate.
Teen Center overhead door to be manual chain operation.
ADA Improvement - Opening 111A & 105E on hardware set #8 is not on the floor plans. No hardware to be supplied for this opening
Lobby and Teen Center new wood doors to be plain slice white maple with a standard stain or clear finish

Division 9 - Finishes

Includes standard mesh at stucco. Any high impact mesh excluded.
Includes furred walls over new interior walls with stucco.
Wall graphic allowance is not included per accepted VE4.
Includes ACT patching at adjacent room to Teen Center due to electrical and mechanical work going through that room.
Excludes furred walls in the Teen Center room 105 per accepted VE9.
Including drywall soffit at Lobby entry in leu of existing/new metal soffit per accepted VE15.

Division 11 - Equipment

Excluded refrigerator at Teen Center, assumed to be by owner.

Division 12 - Furnishings

Including manual roller shades at Teen Center door and windows on north wall per accepted VE3.

Division 21 - Fire Protection

Estimate assumes that adequate water volume and pressure for the fire sprinkler systems will be provided by the client. Excludes fire pump and or tank if required.

Division 23 - HVAC and Controls

Including $7500 allowance for HVAC for new unit commissioning. Commissioning at the exisiting units/ building and existing unit for air test and balance are excluded.
Including certified air test and balance for the new unit only.
Including (1) new temperature sensor only for the new heat pump unit. Reusing existing Temperature sensors at Lobby and Hallway

Division 26 - Electrical & Fire Alarm

Including alternate lighting package per accepted VE13.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

EXHIBIT C

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

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

the _____ day of _____, 202__ for construction of Boys and Girls Club Tenant Improvements**,** BF2401.401 which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this _____ day of _____, 202__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

EXHIBIT D

PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

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

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 202__ for construction of Boys and Girls Club Tenant Improvements**,** BF2401.401 which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Witness our hands this _____ day of _____, 202__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project: **BOYS AND GIRLS CLUB TENANT IMPROVEMENTS**
Project No.: **BF2401.401**

To the City of Chandler, Arizona

Gentlemen:

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

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

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

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

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

_____
Notary Public

_____
My Commission Expires

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **BOYS AND GIRLS CLUB TENANT IMPROVEMENTS**
Project No.: **BF2401.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. BF2401.401 HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

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

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

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

CHASSE

Exhibit G - Estimate Detail
City of Chandler
Chandler Boys and Girls Club
March 31, 2025

DIV	DESCRIPTION	DIVISION SUM	Subcontractor #1	Subcontractor #2	Subcontractor #3	Subcontractor #4	Subcontractor #5
			LOW BID / BIDDER	$ 720.00	**CBT**		
			CBT	Sub#2	Sub#3	Sub#4	Sub$5
1B	Survey & Layout						
	Building Survey						
	General Layout		$ 720				
	Total Survey & Layout	**720**	$ 720	$ -	$ -	$ -	$ -
			LOW BID / BIDDER	$ 78,038.00	**AZ Specialty Demo**		
2A	Demolition		**AZ Specialty Demo**	Arrowmark	Brand Safeway	Sub#4	Sub$5
	Mass Demolition				NO BID		
	Selective Demolition		$ 62,726	$ 63,200			
	Additional Phase		$ 2,500	Included			
6	Demo - Carpet & Base Board		Included	Included			
6	Demo - Tile Flooring Removal		Included	Included			
6	Demo - Tile Wall Removal		Included	Included			
8	Salvage - Moving all FF&E Items						
9	Demo - Ceiling Soffit		Included	Included			
	Demo Steel Feature at Main Entry		Included	$ 1,500			
10	Demo - ACT		Included	Included			
11	Demo - Ceiling Gyp		Included	Included			
12	Demo - Pony Wall		Included	Included			
13	Demo - Existing Cabinet & Countertop		Inlcuded	Included			
18	Demo - Saw Cut Existing CMU Wall for HVAC duct work		$ 2,200	$ 2,200			
18	Demo - Saw Cut Existing CMU Wall		Inlcuded	Included			
18	Demo - Saw Cut Existing CMU Wall to Expand Door Openings		Inlcuded	Included			
18	Demo - Saw Cut Existing Framed Walls		Inlcuded	Included			
28	Demo - Existing Gate/ HM Door		Included	Included			
32	Demo - Existing Steel Frame w/ Mesh Infill		Inlcuded	Included			
33	Demo - Existing Steel Frame Fence		Inlcuded	Included			
	Demo Concrete Slab on Grade		Inlcuded	Included			
	Demo Existing Floor Drain		Included	Included			
	Demo Existing Shower		Inlcuded	Included			
	Demo Existing Lavatory		Inlcuded	Included			
	Demo Bath Accessories		Included	Included			
	Demo Under Sink Apron For ADA Clearance		$ 260	$ 260			
	Demo Doors/Window		Included	Included			
	Demo Lighting Fixtures		Included	Included			
	Demo Curtain Wall/Storefront		Included	Included			
	Site Demolition						
	Demo Fence for Potential Modifications		Included	Included			
	Demo Asphalt		Inlcuded	Included			
	Demo & Salvage Pavers		$ 3,850	$ 3,850			
	Demo & Salvage Pavers at New Building Threshold		Included	Included			
	Demo Site Retaining Wall		Included	$ 1,000			
	Demo Sidewalk		Included	Included			
	Demo Sidewalk At New Building Threshold		Included	$ 2,720			
	Demo Concrete Panels that may not be ADA Compliant		Included	$ 2,650			
	Demo Detectable Warning Blocks		Included	Included			
	Engineering Permits & Haul-off						
	Structural Shoring & Bracing		$ 6,502	$ 6,502			
	Total Demolition	**78,038**	$ 78,038	$ 83,882	$ -	$ -	$ -
			LOW BID / BIDDER	$ 79,408.40	**Sportsman**		
3A	Concrete		Denny Clark	**Sportsman**	F&S	Sub#4	Sub$5
	Building Foundations						
	Concrete Turndown 1'x3'		Included	Included	Included		
	Continuous Foundation (1'0" x 2'0")		Included	Included	Included		
	Concrete Slabs						
	New SOG		$ 15,456	$ 22,995	$ 23,050		
	4" SOG over 4"		$ 18,598	Included	$ 28,450		
	Sawcut and Pourback for Electrical Work		$ 4,100	Included	$ 4,100		
	Site Concrete						
	Infill at Teen Center retaining wall to new wall		$ 4,100	$ 4,100	$ 4,100		
	Depressed Area for Walk off Matt		$ 1,650	$ 1,650	$ 1,650		
	New Sidewalk/New Building Threshold		Included	Included	Included		
	4" Sidewalk on 4" ABC (Grey)		$ 10,639	$ 28,798	$ 20,896		
	Crack Filler Per Note 5/C-103		$ 350	$ 350	$ 1,500		
	New Pad Per Note 7		$ 4,611	Included	$ 1,650		
	Footing For new Retaining Wall and Landing Pour Back		$ 18,218	$ 9,386	$ 9,386		
	Evaluate and replace concrete Panels out of ADA Compliance		$ 33,166	$ 2,625	Included		
	Sidewalk, ADA Ramps w/ Truncated Domes		Included	$ 9,505	$ 3,070		
	Total Concrete	**79,408**	$ 110,888	$ 79,408	$ 97,852	$ -	$ -

CHASSE

Exhibit G - Estimate Detail
City of Chandler
Chandler Boys and Girls Club
March 31, 2025

DIV	DESCRIPTION	DIVISION SUM	Subcontractor #1	Subcontractor #2	Subcontractor #3	Subcontractor #4	Subcontractor #5
			LOW BID / BIDDER	$ 24,850.00	**Denny Clark**		
4A	Masonry		Stone Cold	**Denny Clark**	Re-create	Sub#4	Sub$5
	CMU Building Walls (Painted CMU)		$ 36,688	Included	NO BID		
	Grout for Bond Beam		$ 3,000	3,000			
	CMU Infill		Included	$ 5,850			
	8x8x16 CMU Wall (& Lintel Install)		Included	$ 6,800			
	CMU Site Walls						
	Site Retaining Wall (Allowance)		$ 2,078	$ 6,400			
	Misc Masonry						
	Set HM Frames		$ 1,000	$ 1,000			
	Patch Masonry from ADA Improvements		$ 1,800	$ 1,800			
	Total Masonry	**24,850**	$ 44,566	$ 24,850	$ -	$ -	$ -
			LOW BID / BIDDER	$ 36,067.00	**LJR Metals**		
5A	Structural Steel		**LJR Metals**	Diversified	W&W	Sub#4	Sub$5
	Structural Steel		$ 27,367	$ 39,988	$ 90,500		
	Exterior Beam W - Support Front Entrance Storefront		Included	Included	Included		
	Stairs & Railings						
	Allowance for New Railing Modifications		$ 2,200	$ 2,200	$ 2,200		
	Raise Existing Handrail Height		$ 1,500	$ 1,500	$ 1,500		
	Misc Steel						
	RTU Support Frame		Included	Included	Included		
	Masonry Lintel		Included	Included	Included		
	Masonry Lintel at Teen Center for CMU Cut Out for HVAC		$ 1,500	$ 1,500	$ 1,500		
	C-Channel to stiffen existing column connection		$ 3,500	Included	Included		
	Total Structural Steel	**36,067**	$ 36,067	$ 45,188	$ 95,700	$ -	$ -
			LOW BID / BIDDER	$ 2,400.00	**CBT**		
6A	Rough Carpentry		**CBT**	Sub#2	Sub#3	Sub#4	Sub$5
	Backing & Blocking						
	Millwork Backing & Blocking		$ 2,400				
	Total Rough Carpentry	**2,400**	$ 2,400	$ -	$ -	$ -	$ -
			LOW BID / BIDDER	$ 22,035.00	**Styles Brothers**		
6B	Millwork		**Styles Brothers**	Sierra Woodworks	ACE		
	Accepted VE2- Delete Millwork at Teen Center Room 105A		$ (21,500)	$ (21,500)	$ (21,500)		
	Reception Desk - Millwork		Included	$ 17,057.00	Include		
	Classroom: PLAM 8' Storage Cabinet		Included	$ 44,048.00	Include		
	PLAM Lower Floating Cabinets		Included	Include	Include		
	PLAM Lower Cabinets		Included	Include	Include		
	PLAM Upper Cabinets		Included	Include	Include		
	Steel Support Millwork		1,500	$ 1,500	1,500		
	Countertops						
	Solid Surface Countertop		Included	Include	Include		
	Architectural Woodwork						
	P-Lam Wall Panel		Included	Include	Include		
	Total Millwork	**22,035**	**$ 22,035**	**$ 41,105**	**$ 28,809**		
			LOW BID / BIDDER	$ 8,100.00	**Rite Wway**		
7A	Insulation		**Rite Wway**	1604 Specialties	Alcal	Sub#4	Sub$5
	Exterior /Interior Wall Insulation		$ 7,350	$ 13,495	NO BID		
	Wall Batt Insulation (R-19) at 6" Walls		Included	$ 413			
	Wall Batt Insulation (R-13) at 4" Walls		Included	Included			
	Interior Wall & Ceiling Insulation						
	Wall Batt Insulation (R-11) at 4" Walls		Included	Included			
	Wall Batt Insulation (R-19) at 6" Walls		Included	Included			
	R-38 Ceiling Batt Insulation		Included	Included			
	R-38 Ceiling Batt Insulation at new Lobby Int Soffit		$ 750	$ 750			
	Total Insulation	**8,100**	**$ 8,100**	**$ 14,658**	**$ -**	**$ -**	**$ -**
			LOW BID / BIDDER	$ 36,380.00	**Progressive**		
7B	Roofing & Sheet Metal (add new patch back of mechanical unit)		Western Building Group	**Progressive**	Flynn	Sub#4	Sub$5
	Roof Systems		$ 25,147	$ 26,800	$ 39,798		
	Demo & Dispose of Existing Standing Seam		$ 5,000	$ 5,000	$ 3,060		
	Remove and Replace Standing Seam Metal Roof (existing is probably not usable)		Included	Included	Included		
	Place 5/8" Ext Gyp Sheathing & Roofing Underlayment		$ 11,979	Included	Included		
	Metals & Flashings						
	New Counterflashing		$ 1,080	$ 1,080	$ 1,080		
	Black Metal Closure w/ Drip Edge		Included	Included	Included		
	Gutters & Downspouts (Confirm w/ Sheet Metal Who Carried)		Included	Included	Included		
	Misc Roofing						
	Roof Patch Back		$ 3,500	$ 3,500	$ 3,500		
	Total Roofing & Sheet Metal	**36,380**	$ 46,706	$ 36,380	$ 47,438	$ -	$ -

CHASSE

Exhibit G - Estimate Detail
City of Chandler
Chandler Boys and Girls Club
March 31, 2025

DIV	DESCRIPTION	DIVISION SUM	Subcontractor #1	Subcontractor #2	Subcontractor #3	Subcontractor #4	Subcontractor #5
			LOW BID / BIDDER	$ -	**TBD**		
7C	Metal Panels		**Progressive**	Sub#2	Sub#3	Sub#4	Sub$5
	Metal Panels						
	Accepted VE15- Including Drywall Soffit at Lobby Entry ILO Metal Soffit		$ (5,000)				
	Metal Wall Panel (Soffit) at Lobby		$ 5,000				
7F	Caulking & Sealants		**LOW BID / BIDDER**	$ 10,310.00	**Rite Way**		
	Caulking & Sealants		**Rite Way**	1604 Specialties	Alcal	Sub#4	Sub$5
	MSCs Fire Caulking			NO BID	NO BID		
	Caulking & Sealants, EIFS & HM Frames		$ 4,000				
	Site Caulking & Sealants		$ 3,020				
	Misc Caulking & Sealants at Sidewalks		$ 980				
	Waterproofing		$ 2,310				
	Waterproofing - Retaining CMU Wall		$ 10,310	$ -	$ -	$ -	$ -
	Total Caulking & Sealants	**10,310**					
8A	Doors Frames & Hardware		**LOW BID / BIDDER**	$ 99,663.00	**Lanmor**		
	Exterior Doors & Hardware		**Lanmor**	D8	D.H. Pace Company	Sub#4	Sub$5
	3' x 7' HM Door/Frame - Glass by others		Included	$ 94,920.00	NO BID		
	Increase Narrow lite to be ADA Compliant		$ 13,590	Included			
	HM Frames for Windows		Included	Included			
	Exterior HM Frame Entrance 15'		$ 1,241	$ 1,241.05			
	Exterior HM Double Door Frame		Included	Included			
	Interior Doors & Frames		Included	Included			
	INT - 3 x 7 WDD/ HMF			$ 5,000			
	INT - 3 x 7 WDD/HMF		$ 3,690	Included			
	INT - 3 x 7 WDD/HMF - TEMPERED 1/2 Glass Kit		$ 45,600	Included			
	GYM WD Door/ HM Frame (6'-0" x 7'-8") - TEMPERED 1/2 Glass Kit		Included	Included			
	HM Window Frames		$ 13,300	Included			
	Increase 1/2 lite to be ADA Compliant		$ 2,677	$ 2,677			
	Door Hardware & Install		$ 17,900	Included			
	Hardware Set (Entry Hardware)						
	Hardware Set (Standard Hardware 1-7)		Included	Included			
	Panic Devices		Included	Included			
	Door & Hardware Handling		Included	Included			
	Total Doors Frames & Hardware	**99,663**	$ 1,665	$ 1,665			
			$ 99,663	$ 105,503	$ -	$ -	$ -
8B	Overhead Doors		**LOW BID / BIDDER**	$ 3,719.00	**Wayne Dalton**		
	Exterior Sectional Doors		**Wayne Dalton**	Cookson Door Sales	Overhead Door Of Central AZ	Sub#4	Sub$5
	Interior Sectional Doors			NO BID	NO BID		
	Garage Opening w/ Glazing (8'-0" x 7'-0")		$ 3,719				
	Total Overhead Doors	**3,719**	$ 3,719	$ -	$ -	$ -	$ -
8C	Glass & Glazing		**LOW BID / BIDDER**	$ 15,900.00	**Wall Assemblies**		
	Exterior Glass & Glazing		Jonic	**Milam**	Arizona Glass & Door	Sub#4	Sub$5
	3' x 7' HM Door/Frame Glass Only		Inlcuded	$ 14,900	NO BID		
	A: 6' x 2' HM Framed Window Glass		$ 950	Included			
	Exterior AL Doors & Hardware		$ 485	Inlcuded			
	Side lite Glass at HM Doors at Corridors						
	Exterior HM Entrance 15' Glass		$ 1,000	$ 1,000			
	Exterior HM Double Door Glass		$ 5,740	Inlcuded			
	Interior Glass & Glazing		Inlcuded	Inlcuded			
	Interior WD Door Glass						
	Interior HM Window Glass - 4'-6'		$ 1,900	Inlcuded			
	Interior HM Window Glass - 4'x 9' 5"		$ 1,625	Inlcuded			
	Interior HM Window Glass - 4'x 7' 9"		$ 2,550	Inlcuded			
	Interior Window at Front Desk		$ 2,550	Inlcuded			
	Total Glass & Glazing	**15,900**	Inlcuded	Inlcuded			
			$ 16,800	$ 15,900	$ -	$ -	$ -

CHASSE

Exhibit G - Estimate Detail
City of Chandler
Chandler Boys and Girls Club
March 31, 2025

DIV	DESCRIPTION	DIVISION SUM	Subcontractor #1	Subcontractor #2	Subcontractor #3	Subcontractor #4	Subcontractor #5
			LOW BID / BIDDER	$ 85,328.00	**Wall Assemblies**		
9A	Framing & Drywall		Extreme Drywall	Pete King	**Wall Assemblies**	Sub$4	Sub$5
	Structural Stud Framed Walls		$ 94,245	$ 106,446	$ 90,380		
	6" Structural Stud Framing, 1-Side Dens glass, 1-Side Gyp		Included	Included	Included		
	Exterior Stud Framing						
	FURR - 3 5/8" X 1MTL/INS X 1GYP/PT		Included	Included	Included		
	Interior Wall Framing						
	Int. 3-5/8" Stud, 5/8" Gyp x 2, R11, 2xPT		Included	Included	Included		
	Int. 6" Stud, 5/8" Gyp x 2, R11, 2xPT		Included	Included	Included		
	Furr - 3-5/8" Stud, 5/8" Gyp x 1, R11, 2xPT		Included	Included	Included		
	Furr - 3-5/8" Stud, 5/8" Gyp x 1, 2xPT (Over Stucco Areas)		$ 4,337.00	$ 4,337.00	$ 4,337		
	Interior Framed Ceilings						
	Accepted VE15- Add Drywall Soffit at Lobby Entry ILO Metal Soffit		2,002	$ 2,002.00	$ 1,820.00		
	Gyp Board Ceiling, Suspended Soffit		Included	Included	Included		
	Interior Finishes & Protection						
	Finish, Touch-Up & Patching		$ 5,876	$ 5,876	$ 5,876		
	Total Framing & Drywall	**85,328**	$ 89,375	$ 101,576	$ 85,328		$ -
9B	Stucco/EIFS		**LOW BID / BIDDER**	$ 19,825.00	**SPG**		
	EIFS Assemblies		**SPG**	Verdugo	Venetian Plastering	Sub#4	Sub$5
	EIFS Wall System at Front Entry not Shown.		$ 17,825	$ 14,917	NO BID		
	Retaining Wall		Included	$ 3,598.56			
	EIFS Touch Up Ext.		Included	$ 1,034			
	Total Stucco/EIFS	**19,825**	$ 2,000	$ 2,000			
			$ 19,825	$ 21,549	$ -	$ -	$ -
9C	Tile		**LOW BID / BIDDER**	$ 3,806.00	**Interior Worx**		
	Floor Tile		PFS	Wholesale	**Interior Worx**	CDF	Sub$5
	12" x 24" TL-1 Daltile Floor Tile (Additional 15% Stock)		$ 5,035	$ 4,398	$ 3,806	$ 4,009	
	Wall Tile						
	12" x 24" WT-1 Daltile Wall Tile - 6' H						
	Patch Wall Tiles for ADA improvements						
	Total Tile	**3,806**	$ 5,035	$ 4,398	$ 3,806	$ 4,009	$ -
9D	Acoustical Assemblies		**LOW BID / BIDDER**	$ 39,120.00	**Western Acoustics**		
	ACT Ceilings		**Western Acoustics**	BHC	Skinner Interior Systems	Sub#4	Sub$5
	AP-1: 2' x 2' Grid System		$ 31,120	$ 74,199	NO BID		
	AC-1: Acoustical Ceiling Cloud: Felt Open Cell Peaks & Valleys						
	Patching Existing ACT at Adjacent room for HVAC		$ 2,000	$ 2,000			
	Patching Existing ACT at Corridor for Electrical		$ 6,000				
	Total Acoustical Assemblies	**39,120**	$ 39,120	$ 76,199	$ -	$ -	$ -
9E	Flooring		**LOW BID / BIDDER**	$ 28,113.00	**Interior Worx**		
	Resilient Flooring		**PFS**	Wholesale	Interior Worx	Sub#4	Sub$5
	Luxury Vinyl Tile, 9 x 36, 3MM (Additional 15% Stock)		$ 25,258	$ 21,316	$ 18,260		
	Carpet		Included	Included	Included		
	Carpet (Additional 15% Stock)		Inlcuded	Included	Included		
	Concrete						
	Concrete, Polished Concrete (Not Clear if Teen Center gets Polished Concrete)		Included	Included	Included		
	Misc Flooring						
	Self-Leveling Concrete On top of Existing		$ 4,428	$ 4,428	$ 4,428		
	Walk off Matt System		$ 2,125	$ 2,125	$ 2,125		
	Floor Prep		$ 3,300	$ 3,000	$ 3,300		
	B-1 4" Rubber Base			Included	Included		
	Total Flooring	**35,111**	$ 35,111	$ 30,869	$ 28,113		$ -

CHASSE

Exhibit G - Estimate Detail
City of Chandler
Chandler Boys and Girls Club
March 31, 2025

DIV	DESCRIPTION	DIVISION SUM	Subcontractor #1	Subcontractor #2	Subcontractor #3	Subcontractor #4	Subcontractor #5
			LOW BID / BIDDER	$ 23,014.00	**Cherry Coating**		
9F	Paint		**Cherry Coating**	PHP Commercial	A.L.D	Sub#4	Sub$5
	Exterior Paint		$ 21,714	$ 17,374	$ 22,597		
	Paint, Exterior EIFS (Excluded Assumed Integral Color)		Excluded	Excluded	Exc: Add 890.54		
	Paint, Exterior HM Glass System Frames		$ 1,000	$ 1,000	$ 1,000		
	Interior Paint						
	Paint, Interior Gyp Walls & Ceilings		Included	Included	Included		
	Paint, Interior CMU Wall		Included	Included	Included		
	Paint, Interior Open Ceilings		Included	Included	Included		
	Paint, HM Frames		Included	Included	Included		
	Paint, Exteriors HM Doors		Included	Included	Included		
	Paint, Interior HM Window Frames		$ 300	$ 300	$ 300		
	Paint, Interior WD Doors (Excluded Assumed Prefinished)		Excluded	Excluded	Included		
	Paint, Interior Touch-Up		Included	Included	Included		
	Wallcoverings, Standard		$ 4,320	$ 4,320	$ 4,320		
	Site Paint						
	Paint, Site Modified ADA Railing		Included	$ 3,278	Included		
	Total Paint	**23,014**	$ 23,014	$ 21,952	$ 23,897	$ -	$ -
			LOW BID / BIDDER	$ 7,540.00	**Beach Products**		
10A	Specialties		InterCo	**Beach Products**	Partitions & Accessories Co.	Sub#4	Sub$5
	Bathroom Partitions		$ 4,520	$ 1,595	NO BID		
	Replace Partition Hardware w/ ADA Compliant Hardware		Included w/ bellow add	Included			
	Adjust Stall Door Closing Mechanism to be self Closing		$ 4,510	$ 4,100			
	Bathroom Accessories						
	Remove and Relocate Grab Bars		$ 300	$ 300.00			
	Grab Bars		Included	Included			
	Remove and Existing Relocate Toilet Paper Dispensers		$ 225	$ 225.00			
	Toilet Paper Dispensers		Included	Included			
	Soap Dispensers		Inlcuded	Included			
	Paper Towel Dispensers		Included	$ 95.00			
	Toilet Seat Cover		Included	Included			
	Paper Towel / Trash Receptacle, Full-Recessed		Included	Included			
	Remove and Salvage Feminine Hygiene Dispenser		$ 75	$ 75.00			
	Sanitary Napkin Dispenser		Included	Included			
	New Mirror		Included	Included			
	Remove and Relocate Mirrors		$ 300	$ 300.00			
	Fire Extinguisher Cabinets						
	Fire Extinguisher, 10lb		$ 100	$ 100.00			
	Fire Extinguisher, Surface Mount Cabinet		$ 750	$ 750.00			
	Total Specialties	**7,540**	$ 10,780	$ 7,540	$ -	$ -	$ -
			LOW BID / BIDDER	$ -	**TBD**		
			LOW BID / BIDDER	$ -	**TBD**		
11A	Athletic Equipment		Sub#1	Sub#2	Sub#3	Sub#4	Sub$5
			LOW BID / BIDDER	$ -	**TBD**		
11B	Food Service Equipment		Sub#1	Sub#2	Sub#3	Sub#4	Sub$5
	FFE						
	FFE - Appliances (Refrigerator)						
	Total FFE	**0**	$ -	$ -	$ -	$ -	$ -

CHASSE

Exhibit G - Estimate Detail
City of Chandler
Chandler Boys and Girls Club
March 31, 2025

DIV	DESCRIPTION	DIVISION SUM	Subcontractor #1	Subcontractor #2	Subcontractor #3	Subcontractor #4	Subcontractor #5
12A	Window Coverings						
	Window Coverings						
	Window Tint						
	Mecho Shades, Motorized at windows & Manual at Door						
	Total Window Coverings	**1,870**					
21A	Fire Protection						
	Water Based Fire Sprinkler Systems - Non-Combustible Rough-In						
	Fire Sprinklers, Light Hazard (.10 GPM Per SF)						
	Modify Existing Automatic Fire Protection						
	R&R Existing Heads						
	Misc Fire Sprinklers						
	Flow Tests						
	Total Fire Protection	**9,953**					
22A	Plumbing						
	Plumbing Fixtures						
	Lavatory - Wall Hung						
	Counter Sink						
	Lower Sinks						
	Lower Sinks and Insulate Pipes						
	Water Closet - Floor Mounted						
	Relocate Accessible Water Closet						
	Move Water Closet to be ADA Compliant						
	Instantaneous Water Heater, Under Counter						
	New Carriers to move toilets for ADA Compliance						
	Domestic Water						
	1-1/2" Domestic CW, Type L						
	3/4" Domestic CW, Type L						
	Domestic Water, Connections & Rough-In (Kitchen Sinks)						
	Domestic Water, Connections & Rough-In (Fixtures)						
	Sanitary Sewer						
	2" Sanitary Waste/Vent PVC, Sch40 (Below Grade)						
	4" Sanitary Waste/Vent PVC, Sch40						
	Sanitary Sewer, Connections & Rough-In (Kitchen Sinks)						
	Sanitary Sewer, Connections & Rough-In (Fixtures)						
	Misc. Plumbing						
	Sawcut & Pour back						
	Total Plumbing	**42,700**					
23A	HVAC						
	HVAC System - Complete						
	RTU/Split System, HVAC						
	Demo Existing Ductwork & Diffusers						
	Integrated Automation						
	BAS/EMS Control for New Heat Pump Units - Emcor Service						
	50' Condensate Not Shown on M Sheets						
	Relocate Existing Thermostat						
	Total HVAC	**87,811**					
26A	Electrical						
	Accepted VE13- Alternate Lighting Package						
	Building Electrical - Update Lighting Fixture						
	Building Electrical - Rough-In & Power						
	Relocate IT Cabinet						
	Total Electrical	**181,376**					
26B	Fire Alarm						
	Fire Alarm						
	Fire Alarm, Code Minimum						
	Total Fire Alarm	**8,940**					
27A	Access Control						
	Special Systems						
	Access Control						
	In Wall Conduit to Free Air Space						
	Total Access Control	**25,350**					

LOW BID / BIDDER	$ 1,870.00	**SunDanser**				
SunDanser	American Window Film	Mountin States	**Royal Textile**	Interiortek		
$ 425.00	$ 540	$ 425	$ 425	$ 425.00		
$ 3,075	$ 3,075	$ 4,185	$ 3,075	$ 3,535		
$ 1,870	$ 1,985	$ 2,980	$ 1,870	$ 2,330		
LOW BID / BIDDER	$ 9,952.84	**Metro**				
Adanac Fire Protection	**Metro**	National Fire	Complete Fire Protection	Sub$5		
$ 15,400	$ 9,353	$ 5,600	$ 13,765			
Included	Included	$ 3,780	Included			
Included	Inlcuded	Inlcuded	Included			
$ 600	$ 600	$ 600	$ 600			
Included	Included	Included	Included			
$ 16,000	$ 9,953	$ 9,980	$ 14,365	$ -		

LOW BID / BIDDER	$ 42,700.00	**Universal Piping**				
Universal Piping	Rvan	CNJ	Sub#4	Sub$5		
$ 40,700	**$ 39,848**	**$ 22,449**				
Included	Included	Included				
Included	Included	Included				
Included	Included	$ 7,500				
Included	Included	$ 4,800				
Included	Included	Included				
Included	Included	$ 4,000				
Included	Included	$ 1,500				
Included	Included	$ 1,500				
$ 2,000	$ 2,000	$ 2,000				
Included	Included	Included				
Included	Included	Included				
Included	Included	Included				
Included	Included	Included				
Included	Included	Included				
Included	Included	Included				
Included	Included	Included				
Included	Included	Included				
Included	2,900	$ 4,350				
$ 42,700	$ 44,748	$ 48,099	$ -	$ -		

LOW BID / BIDDER	$ 87,811.00	**BP Mechanical**				
CAMS	Advanced Mechanical	**BP Mechanical**	Sub#4	Sub$5		
$ 78,676	$ 96,535	$ 75,117				
Included	Included	Included				
Included	Included	Included				
$ 10,494	$ 10,494	$ 10,494				
$ 1,700	$ 1,700	$ 1,700				
$ 500	$ 500	$ 500				
$ 91,370	$ 109,229	$ 87,811		$ -		

LOW BID / BIDDER	$ 181,376.00	**ICON**				
Armstrong	Welch Companies	Tekline Electrical	**ICON**	CSE		
VE needed	Inlcuded	VE needed	Included	VE needed		
Included	Included	Included	Included	Included		
Included	Included	Included	Included	Included		
$ 1,001	$ 1,001	$ 1,001	$ 1,001	$ 1,001		
$ 205,236	$ 188,549	$ 212,447	$ 181,376	$ 243,541		
	$ 14,466		**$ 22,140**			

LOW BID / BIDDER	$ 8,940.00	**EF Charles**				
EF Charles	Benson	Metro Fire	Sub#4	Sub$5		
$ 8,940.00	NO BID	NO BID				
$ 8,940	$ -	$ -	$ -	$ -		

LOW BID / BIDDER	$ 25,350.00	**APL**				
APL	Sub#2	Sub#3	Sub#4	Sub$5		
$ 22,350						
$ 3,000						
$ 25,350	$ -	$ -	$ -	$ -		

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Exhibit G - Estimate Detail
City of Chandler
Chandler Boys and Girls Club
March 31, 2025

DIV	DESCRIPTION	DIVISION SUM	Subcontractor #1	Subcontractor #2	Subcontractor #3	Subcontractor #4	Subcontractor #5
			LOW BID / BIDDER	$ 39,196.00	**Arrowmark**		
31A	Earthwork		**Arrowmark**	Falcon	Accurate Striping	Sub#4	Sub$5
	Grading		$ 32,326	Not Included	NO BID		
	Regrading at Demo Concrete Areas		Included				
	Regrading at Demo Asphalt		Included				
	Backfill Retaining Walls						
	Asphalt Pavement			Not Included			
	Mobilization, Asphalt Pavement		Included				
	Asphalt Pavement		Included				
	Striping & Signage		$ 1,000				
	Mobilization, For Striping		Included	$ 2,500			
	Remove and Restripe Accessible Striping		Included	Included			
	Restripe Loading Area		Included	Included			
	Misc Earthwork			Not Included			
	Dust Control Permit		$ 1,560				
	SWPPP Establishment		$ 1,500				
	SWPPP Maintenance		$ 310				
	Street Sweeping		$ 2,500				
	Total Earthwork	**39,196**	$ 39,196	$ 2,500	$ -	$ -	$ -
31B	Termite Control						
	Pre-Treat Building Slab, Talstar Application						
	Total Termite Control	**315**					
32A	Fencing						
32B	Landscaping						
	Groundcover						
	Recompact/Reinstal Salvaged Pavers						
	Total Landscaping	**22,090**					

			LOW BID / BIDDER	$ 315.00	**Northwest**		
			Northwest	Bio Chem	SOS	Sub#4	Sub$5
			$ 315.00	$ 495.00	NO BID		
			$ 315	$ 495	$ -	$ -	$ -

			LOW BID / BIDDER	$ -	**TBD**		
			Sub#1	Sub#2	Sub#3	Sub#4	Sub$5

			LOW BID / BIDDER	$ 22,090.00	**European**		
			European	Re-create	Hashknife	Sub#4	Sub$5
				NO BID	NO BID		
			$ 22,090.00				
			$ 22,090	$ -	$ -	$ -	$ -

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"SPECIALISTS IN ALL AREAS OF DEMOLITION"
2236 West Shangri La Road, Phoenix, Arizona 85029
Tel. 602-843-8899 Fax. 602-865-7130
ROC#266517

PROPOSAL #25-0320-003

Proposal Date: 3/24/2025
PREPARED FOR: Lawrence Chan
Company: CHASSE Building Team
Phone: 323-350-7034
Email: lchan@chasse.us

PREPARED BY: Trent Clark
Trent@azspecialtydemo.com
602.920.0102

PROJECT NAME: City of Chandler Chandler Boys and Girls Club Renovation

PROJECT ADDRESS: 300 E Chandler Blvd, Chandler, AZ 85225

Arizona Specialty Demolition LLC will provide all necessary labor and equipment for the completion of:

LOBBY DEMOLITION AND DISPOSAL OF:

- **Carpet**
- **Ceiling Tile/Grid (KN 0241.P3 on A210)**
- **CMU Walls (KN 0241.N10 on A210)**
- **Concrete 4" Slabs/Pavers Lobby main Entrance**
- **Door & Frames (KN 0241.M2 on A210)**
- **Drywall Ceiling (KN 0241.P1 on A210)**
- **Framed Walls (KN 0241.N1 on A210)**
- **Shelving & Millwork (KN 0241.L4 on A210)**
- **Soffit**
- **Steel Feature @ Main Entry**
- **Store Front Door/Frame/Glazing (Salvage) (KN 0242.I3 on A210)**
- **Windows (KN 0241.M5 on A210)**
- **Includes Asbestos Survey and Maricopa County Demolition NESHAP Permit (For all areas on this proposal)**
- **This proposal includes trucking and disposal to a legal licensed landfill.**
- **Please See Additional Attachment for Demo Scope.**

TEEN CENTER DEMOLITION AND DISPOSAL OF:

- **Carpet**
- **Ceiling Tile/Grid (KN 0241.P8 on A210)**
- **CMU Walls (KN 0241.N10 on A210)**
- **Concrete 4" Slabs (KN 0241.C6 on A210)**
- **Door & Frames (KN 0241.M2 on A210)**
- **Drywall Ceiling (KN 0241.P1 on A210)**
- **Gates (KN 0241.M9 on A210)**
- **Windows (KN 0241.M5 on A210)**
- **Windows (KN 0241.M7 on A210)**

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- **Wrought Iron Fence/Decorative Metal (KN 0241.M10 on A210)**
- **This proposal includes trucking and disposal to a legal licensed landfill.**
- **Please See Additional Attachment for Demo Scope.**

RR DEMOLITION AND DISPOSAL OF:

- **Tile Floor**
- **Plumbing Fixtures**
- **Wall Tile (EXCLUDES GRINDING THIN SET/STUCCO OFF OF EXISTING WALL)**
- **Grab bars**
- **Shower bench**
- **This proposal includes trucking and disposal to a legal licensed landfill.**
- **Please See Additional Attachment for Demo Scope.**

THE ABOVE-DESCRIBED WORK WILL BE COMPLETED IN AN EFFICIENT WORKMANLIKE MANNER FOR THE SUM OF

Lobby Proposal Amount: $28,330.00

Teen Center Proposal Amount: $23,105.00

RR Proposal Amount: $1,566.00

ADD $2,600.00 to demo/remove existing Westside concrete ramp.

ADD $3,815.00 to demo/haul off portion of existing Eastside retaining wall & sidewalk.

ADD $3,310.00 demo/haul off Asphalt/sidewalk & salvage pavers at Southside (Front/Main) per C103.

TOTAL $62,726.00

THIS PROPOSAL IS BASED ON 1 PHASE. ADDITIONAL WILL BE CHARGED AT $2,500.00 PER PHASE.

EXCLUDED ITEMS: unless specifically noted above, the following exclusions apply: taxes, permits, bonds, SWPPP, weekend work, private locating, GPR, potholing, lay out, utilities, utility abandonment, utility removal, make safe, furniture/ appliance moving, temporary fencing, engineering, shoring, bracing, saw cutting/coring, underground storage tanks, tank abandonment, tank pumping, basements, buried debris, base course removal, weed/grass removal, earthwork, backfilling, compaction, compaction testing, dirt import/export, removals for any other trades, mastic removal, mud beds, terrazzo floor, epoxy floor, painted floor, window film, wall paper, traffic control, barricades, dust barriers, asbestos survey, abatement, hazardous materials, PCB's, lead paint, freon, mercury, glycol and MP&E cutting and capping.

TERMS & CONDITIONS:

1. Pricing will remain in effect for ***15 days from the proposal date***. Arizona Specialty Demolition (hereinafter referred to ASD) reserves the right to withdraw the proposal, or adjust the proposal amount per current market conditions. An earnest deposit of up to 10% is required for project startup fees. (Permits, scheduling, administration and mobilization)
2. **Tax:** The proposal amount above doesn't include any applicable sales tax. Sales tax will be added to the proposal amount unless the Client provides an AZ Form 5005 to ASD before execution of this proposal.
3. **Payment:** The Client agrees to pay ASD the contract sum, based upon applications for payment submitted by ASD. The Client shall make progress payments payable to ASD net 30 days. For Projects that will be completed within thirty (30) days, the Client shall pay ASD 50% of the Contract amount at time of award, and the balance of the contract amount upon final invoice. For projects that will be completed after thirty (30) days the Client shall

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ARROWMARK

Demolition Proposal

Arrowmark LLC
1620 S. Stapley Drive, #118
Mesa, AZ 85204

Estimator: Jorge Garcia
jorge.garcia@teamarrowmark.com
Phone: (602) 679-2008

Customer:	Chasse Building	Job Name:	City Of Chandler Boys & Girls Club Renovation
Contact:	Lawrence Chan		
Address:	2400 W. Broadway Rd	Address:	300 East Chandler Boulevard
City/State:	Mesa, AZ	City/State:	Chandler, AZ 85255
Phone:	(323) 350-7034	Proposal #:	JG-300-ID
Email:	lchan@chasse.us	Plan Date:	3/3/2025

ALL CONTRACTS TO BE WRITTEN TO "ARROWMARK LLC"

	DESCRIPTION - Lobby Demo Scope	QUANTITY	UNIT
1	Remove existing storefront door and frame (salvage)	2	EA
2	Remove existing storefront door and frame	2	EA
3	Remove existing interior door and frame	4	EA
4	Remove existing interior window and frame	2	EA
5	Remove existing storefront (salvage)	144	SF
6	Remove existing ceiling grid, tile, lights and diffusers	532	SF
7	Remove existing hard lid ceilings and associated framing	125	SF
8	Remove existing 2x4 light fixtures (salvage)	3	EA
9	Remove existing 2x4 light fixtures	3	EA
10	Remove existing interior framed partition	220	SF
11	Remove existing millwork	30	LF
	DESCRIPTION - Teen Center Demo Scope	QUANTITY	UNIT
1	Remove existing standing seam metal roofing panels (salvage)	960	SF
2	Remove existing wrought iron fencing	12	LF
3	Remove existing interior door	1	EA
4	Remove existing entry gate	1	EA
5	Remove existing interior door and frame	1	EA
6	Remove existing interior window and frame	1	EA
7	Remove existing exterior glass block window and frame	2	EA
8	Remove existing acoustical panelling	740	SF
9	Remove existing mechanical diffusers	7	EA
10	Remove existing light fixtures	10	EA
11	Remove existing IT cabinet (relocate)	1	EA
12	Saw cut, break and remove existing slab	145	SF
13	Break and remove existing cmu wall	512	SF
14	Break and remove existing cmu wall down to 3'-4"	1040	SF

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	DESCRIPTION - Restroom Demo Scope	QUANTITY	UNIT
1	Remove existing light fixtures	7	EA
2	Remove existing ceramic tile floor coverings and base	295	SF
3	Remove existing wall tile only	390	SF
4	Remove existing wall monted mirror	1	EA
5	Remove existing lavatory	1	EA
6	Remove existing folding shower seat	1	EA
7	Remove existing grab bars	1	EA
8	Remove existing floor drain	1	EA
	DESCRIPTION - SITE Demo Scope	QUANTITY	UNIT
1	Remove existing site concrete	115	SF
2	Remove existing detectable warning blocks	100	SF
3	Remove existing site asphalt, based on 3" thickness	720	SF
Grand Total			**$63,200.00**

CONTRACT OPTIONS:

NESHAP notification - $700

INCLUSIONS:

Current proposal valid for 30 days from date received

Price based on non weekend work consecutive work days, excluding holidays

Price based on (1) mobilization.

Price based on single layer of drywall on all walls to be removed

Price includes dumpsters and haul off of generated demolition debris

Arrowmark has factored the value of scrap into the consideration of this bid and reserves all scrap rights of material being removed during demolition

EXCLUSIONS:

Price excludes removal of existing mastic

Price excludes floor and wall prep/patch

Price excludes dust barrier and floor protection for improvements to remain

Price excludes removal of items to be reused, salvaged, relocated or reinstalled by others

Price excludes asbestos survey and asbestos removal

Price excludes lay-out - GC to provide all saw cutting dimensions - Arrowmark is not responsible

Price excludes utility disconnections

Price excludes shoring, bracing & any structural support installation

Price excludes taxes & permits - Must provide AZ5005 form to be tax exempt

Price excludes weekend work, nights and holidays

* By signing below you agree to the above scope of work, inclusions, exclusions and contract price.
* You also agree that the area in the above project scope have been inspected by an AHERA-certified building inspector to the fullest extent possible and is free of all asbestos containing materials.

Date _____ Signature: _____

Signature: _____

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Proposal

DATE May 21, 2025

3025 E. Campbell Road
Gilbert, AZ 85234
Phone: 480-664-6367 **Fax: 480-664-6343**
email: denny@dennyclarkmasonryconcrete.com

Quotation valid until: June 20, 2025
Prepared by:

Attn: Chasse
JOB:
Boys & Girls Club.
300 East. Chandler Blvd.
Chandler, AZ 85225 Plan Date: 03/03/2025.

Job Specifications	AMOUNT
Concrete: Per Plans.	
C103:	
Front entry Stair replacement	$12,958.00
S201 1 & 2 S151-1 Slab & Footing.	$18,598.00
Alternate: Infill with concrete at paver area that could be removed. Front Entry.	$1,250.00
C103- SWC:	
Note-3 ADA ramp replacement.	$4,250.00
Note-5 Crack Filler	$350.00
Note-9 Sidewalk replacement.	$10,639.00
Alternate: Concrete in luie of pavers dog leg.	$5,112.00
C103--NWC:	
ADA Ramp Replacement	$15,958.00
C103- Center:	
Note-7 Pad	$4,611.00
C103 NEC:	
Footing for new wall.	$5,260.00
Landing Pour back stairs.	$12,958.00
NOTE- -15 is not acknodged- BY Others on what needs replaced T & M	Open
C103 SEC:	
Crack in Slab from job walk:	
1. Strip pour back not doing hand rails and turn down.	$5,147.00
2. Joint to joint replacement with including turndown.	$12,240.00
Teen Room:	
Footing & Slab pour back. A210, S201-3 & A300-10.	$15,456.00

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Masonry:		
A400: Note-0100 A10: Infill Opening. +-75 Sq. FT.		**$3,150.00**
A211 Teen Room Lintel and Jamb repair's.		**$6,800**
S201 Retaining wall relocation.		**$6,400.00**
Alternates:		
(2) window infills per S151-2.-- not shown on Arch.		$1,700.00
A300 Detail-6.		$2,700.00
Comments or special instructions: **Page 1 of 3**		
	Tax	
	Total	

If you have any questions concerning this quotation, contact Denny or Jeff at 480-664-6367

THANK YOU FOR YOUR BUSINESS!

Proposal good for 30 days. **We are not responsible for efforescence**

Special Order Block requires 6 weeks for manufacturing from COLOR APPROVAL DATE

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F&S CONSTRUCTION, LLC PROPOSAL

ROC # 338291
13622 W Keim Court
Litchfield Park, AZ 85340
(562)253-2900
Ariel.bonilla@fandsco.com
3/28/2025

Project Name:
Chandler Boys and Girls Club
Address:
300 E Chandler Blvd
Chandler, AZ 85225

Client:
Chasse Building Team
Client Address:
230 S Siesta Ln
Tempe, AZ 85288

TEEN CENTER					
Item #	**Work Description**	**QTY**	**UOM**	**Unit Price**	**Total**
1	**Sawcut, demolition, haul off, and rough grading for teen center foundation & turndown** Includes sawcut, demolition, and haul off of existing concrete for new sidewalk Excludes haul off of dirt or asphalt Excludes removal/relocation/protection of existing landscape, columns, walls, rebar, footings, anchors, gates/doors, utilities etc.; excludes relocating utilities and/or unforeseen conditions	1	LS	$5,650.00	$5,650
2	**Concrete Turndown and Pad** Per DTLS on Sheets A300, S201, turndown 1' thick, 3' down and 1'6" to meet existing foundation, w/ (2) #4 rebar cont. top and bottom, w/ dowels in to existing every 12", 4" ABC and vapor barrier as needed Includes 4000 psi, standard grey color, hard trowel finish w/ control joints as needed Excludes self leveling, demo, rough grading, haul off of concrete/asphalt/dirt/spoils, anchors, termite treatment, permits/inspections, dowels, overlays, color and/or custom finish; color match is not guaranteed	1	EA	$10,500.00	$10,500
3	**Self Leveling** Includes 1/2" thick max in teen center Includes 3,000 psi self leveling underlayment Excludes demo, sanding, dowels, vapor barrier, color and/or custom finish, color match is not guaranteed	1	EA	$6,900.00	$6,900
TEEN CENTER TOTAL					**$23,050**

LOBBY					
Item #	**Work Description**	**QTY**	**UOM**	**Unit Price**	**Total**
1	**Sawcut, demolition, haul off, and rough grading for lobby foundation & footing** Includes sawcut, demolition, and haul off of existing assumed 4" thick concrete and 4" of dirt Excludes haul off of asphalt, building material, etc Excludes removal/relocation/protection of existing columns, walls, rebar, footings, anchors, gates/doors, utilities, landscape etc.; excludes relocating utilities and/or unforeseen conditions	1	LS	$10,750.00	$10,750
2	**4" Concrete Slab on Grade** Per 1 on Sheet S151, 4" thick slab on 4" ABC w/ 6x6xW2.9xW2.9 WWF centered Includes 4000 psi, standard grey color, light broom finish w/ tooled control joints Excludes self leveling, demo, rough grading, haul off of concrete/asphalt/dirt/spoils, anchors, termite treatment, permits/inspections, dowels, overlays, vapor barrier, color and/or custom finish; color match is not guaranteed	450	SF	$31.00	$13,950
3	**2' Wide Concrete Footing** Per 1 on Sheet S151, 9' long cont. footing w/ (3) #5 rebar cont. Includes 3000 psi, standard grey color, light broom finish Excludes self leveling, haul off of asphalt/spoils, anchors, termite treatment, permits/inspections, dowels, overlays, vapor barrier, color and/or custom finish; color match is not guaranteed	1	EA	$3,750.00	$3,750
LOBBY TOTAL					**$28,450**

EXTERIOR					
Item #	**Work Description**	**QTY**	**UOM**	**Unit Price**	**Total**
1	**Sawcut, demolition, haul off, and rough grading for sidewalk** Includes sawcut, demolition, and haul off of existing assumed 4" thick concrete sidewalk and removal only of exist pavers by steps Excludes haul off of pavers (leave salvaged pavers on site) , asphalt, building material, etc Excludes removal/relocation/protection of existing columns, walls, rebar, footings, anchors, gates/doors, utilities, landscape etc.; excludes relocating utilities and/or unforeseen conditions	1	LS	$9,550.00	$9,550
	Concrete Sidewalk Per MAG STD DTL 230 Includes 3000 psi, standard grey color, medium broom finish w/ control joints as needed; excludes joint filler Excludes ABC, railings, pavers, demo, rough grading, haul off of concrete/asphalt/dirt/spoils, anchors, termite treatment, permits/inspections, dowels, overlays, vapor barrier, color and/or custom finish; color match is not guaranteed	1220	SF	$9.30	$11,346
3	**Concrete Landing w/ Truncated Domes** Includes 36' x 60' minimum landing w/ 2' truncated domes Includes 3000 psi, standard grey color, medium broom finish w/ control joints as needed Excludes joint crack filler, railings, demo, rough grading, haul off of concrete/asphalt/dirt/spoils, anchors, termite treatment, permits/inspections, dowels, overlays, vapor barrier, color and/or custom finish; color match is not guaranteed	1	EA	$1,650.00	$1,650

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4	**Truncated Dome Install** Includes 2' x 5' truncated domes Includes 3000 psi, standard grey color, medium broom finish w/ control joints as needed; excludes joint filler Excludes joint crack filler, railings, demo, rough grading, haul off of concrete/asphalt/dirt/spoils, anchors, termite treatment, permits/inspections, dowels, overlays, vapor barrier, color and/or custom finish; color match is not guaranteed	2	EA	$1,535.00	$3,070
5	**Crack Filler at Detectable Warning Block** Includes crack filler at (1) 2.5' x 7.5' detectable warning block Excludes demo, rough grading, haul off of concrete/asphalt/dirt/spoils, anchors, termite treatment, permits/inspections, dowels, overlays, vapor barrier, color and/or custom finish; color match is not guaranteed	1	EA	$1,500.00	$1,500
EXTERIOR TOTAL					**$27,116.00**
GRAND TOTAL					**$78,616.00**

Notes:

GENERAL EXCLUSIONS:

If not specifically included in the proposal agreement, the following are EXCLUDED by F&S Construction and if required are to be provided by the client:

Excludes trench shoring/benching/sloping, excavation and/or backfill.
Excludes restoration & repairs caused by damage from other trades.
Excludes sealed concrete & plumbing pourbacks
Excludes color and/or custom finish (not specifically listed above).
Excludes water stop, processing, over-excavation, and/or slurry.
Excludes overtime and/premium rates. All work to be completed M-F 5 AM- 3 PM.
Excludes rough grading, import/export, engineered fill and/or ABC (not specifically listed above).
Excludes survey verification.
Excludes subsurface site investigation.
Excludes subgrade preparation and/or scarification.
Excludes sawcutting, demolition, and/or hauling off (not specifically listed above).
Excludes permits, concrete/compaction testing, and or inspection fees.
Excludes asphalt, landscape, and hardscape (not specifically listed above).
Excludes bonds and/or sales tax.

GENERAL PROVISIONS:

i. Any alternation or deviation from specifications involving extra costs will be executed only upon a written order, and will become an extra charge over and above the proposed price.

ii. All agreements are contingent upon strikes, accidents, or delays beyond our control.

iii. An Arizona preliminary notice may be mailed to the project owner, lender, general contractor, and/or owner's agent.

iv. F&S Construction is entitled to a cost/schedule change order for remedying unforeseen problems.

v. F&S Construction is not responsible for any and all subsurface and/or unforeseen problems.

vi. F&S Construction is not responsible for survey verification and/or grading and drainage engineering discrepancies.

vii. Work area to be staked and verified prior to mobilization.

PAYMENT TERMS:

In the event payment is not made and this account is referred for collection, client will pay reasonable collection costs, which may as high as fifty percent of the principle amount. Client understands interest on any unpaid balance will be charged at 18% per annum from the date said monies become due, until paid. If suit or action by an attorney is instituted, Client promise's to pay reasonable attorney fees and costs in said suit or action. It is understood that Maricopa County, AZ is the venue for litigation.

Price is valid for 30 days only. If the work as requested in this proposal is not completed within 30 days post customer acceptance there may be additional costs incurred as a result of materials, fuel, delivery price increases.

Additional work to be invoiced at unit price.

The Arizona Prompt Payment Act (A.R.S. § 32-1181 through -1188):
Which governs private-sector construction projects, provides that a licensed contractor, licensed subcontractor or material supplier who has performed according to its contract is entitled to prompt payment from the party with which it contracted. Failure to pay is also grounds for disciplinary action by the Arizona Registrar of Contractors.

A subcontractor may suspend performance or terminate a subcontract if (a) the owner fails to timely pay the amount certified and approved for the subcontractor's work, and (b) the general contractor also fails to pay for that work. (A.R.S. § 32-1185)

A subcontractor also may suspend performance or terminate a subcontract if the owner timely pays the general contractor for the subcontractor's work but the general contractor fails to pay the subcontractor.

Submitted By:

Ariel Bonilla

ACCEPTANCE OF PROPOSAL

Signature: _____ Date: _____

ACCEPTANCE: The work, Total Price and specifications, conditions, and exclusions and set forth above are satisfactory and are hereby accepted. F&S Construction is authorized to proceed with the work as specified. Proposal may be withdrawn if not accepted within 30 days.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Sportsmans Concrete, LLC

740 E. 38th Ave. Apache Junction, AZ 85119
Phone: (480) 401-1530 Fax: (480) 401-1531
ROC License Number: 257506 CR-09 Residential & Commercial

Bid Summary

To: Chasse
Attn: Lawrence Chan
Job Name: Chandler Boys and Girls Club Reno
Job Location: Chandler, AZ

Date: 3/24/2025

Description	Units	Quantity	Unit Price	Amount
Buildings				
Lobby	Lump Sum	1	$12,375.00	$12,375.00
Teen Center	Lump Sum	1	$9,720.00	$9,720.00
Sub-Total				**$22,095.00**
Site Work				
Sidewalks- 4" Std Gray	SqFt	1628	$14.48	$23,573.44
Dowel Sidewalks	LnFt	233	$18.69	$4,354.77
Handicap Ramps	SqFt	69	$21.06	$1,453.14
Truncated Domes	SqFt	21.5	$54.51	$1,171.97
Vertical Curb - MAG 222 Type A	LnFt	26	$33.44	$869.44
Retaining Wall Footings	LnFt	83	$113.08	$9,385.64
Sub-Total				**$40,808.00**
Total:				**$62,903.00**

Alternates

Add Grinding Sawcuts/Curled Concrete	Hr	?	$185.00	?
June 15th 2025 Concrete increase	Yds	60	$15.00	$900.00

Notes

1.)
2.)

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

STONE COLD masonry
www.stonecoldmasonry.com
416 W. Lone Cactus Drive Phoenix, Arizona 85027 Office 623-385-7110 Fax 623-385-7120

BID FORM

Project Name: Chandler Boys & Girls Club Renovation 160-25

Bid Date: 3/21/2025 **Addendum Noted:** None

Plan Date: 3/3/2025 **Spec Section(s):** None

Base Bid: $38,766.00

Building CMU: $36,688.00 **Site CMU:** $2,078.00

***Special Remarks:** *Price is Subject to Scope Review & Schedule Availability*

*** Prices are firm for thirty (30) days for the performance of all MASONRY work covered by the plans & specifications. This bid is subject to the acceptability of the subcontract term & conditions; and, incorporated into the subcontract of this Bid Form as an attachment.**

Inc.	Exc.	Place		Inc.	Exc.	Place	
	X		Medium weight CMU per specs	X		X	Rebar for masonry walls
X		X	Normal weight CMU per specs	X		X	Hot Dipped Ladder Wire
	X		Integral color CMU		X		Foam, Loose fill insulation
	X		Dryblock additive in block, mortar		X		Stone
	X		Architectural precast/cast stone		X		Stone shop drawings, engineering
X		X	Grout in masonry walls only		X		Faux stone
X		X	Control joint		X		Faux stone substrate
	X		Brick		X		Relief angles
X		X	Grouting of CMU for embeds and				
			anchors to be installed by others		X		Steel imbeds, straps
	X		Shoring for masonry lintels	X		X	Steel lintels supplied By Others (1)
	X		Hollow metal frames		X		Anchor Bolts
	X		Set & grout hollow metals		X		Reglet
			frames, at time of construction		X		Flashing
	X		Dry packing for masonry imbeds		X		Building paper
	X		Wall bracing:		X		Caulking
	X		Engineering for wall bracing		X		Compressible filler, firesafeing
	X		Deadmen for wall bracing		X		Paint, staining, waterproofing
X		X	Trash & debris clean up		X		Stucco
X		X	Trash removal from job site		X		Footings
	X		Floor Protection		X		Demolition
	X		Layout for other trades				
	X		Engineering, surveying layout of		X		Bond Premiums
	X		building corners		X		Sales tax, permit fees
	X		Dust control of job site		X		Furnishing sanitary facilities
	X		Masonry shop drawings		X		Welding
	X		Testing & inspection cost		X		Prevailing/Davis Bacon Wages
	X		Hot & Cold weather protection		X		Efflorescence removal after initial cleaning

Additional Conditions: Adequate access (no open trenches)
Potable water made available 200' from building/work
The following items not exceeding 200# will be installed by masons as masonry is being built: rebar, bolts, steel lintels, beam seats, weld plates, flashing, reglet, wall penetrations required by other trades.

Submitted by: Joe Bias

Joe Bias, Estimator
Direct Line 602-677-7595
Joe@stonecoldmasonry.com

License Numbers *Monetary Unlimited*
AZ#142638 CA#946771 NM#364110 NV#74264 UT#7540897-5501
02376220111230

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

LJR Metals, LLC

3625 N. 40th Avenue
Phoenix, AZ 85019-3610
(623) 931-1125 ● Fax (602) 269-7123
ROC #208627
City of Phoenix S.B.E. Certified

March 12, 2025

Chasse Building Team
Attn: Lawrence Chan

RE: Chandler Boys and Girls Club

Inclusions:

Teen Center

- Lintel at new door opening
- RTU support frame

Total Labor and Material: $7,267.00

Entry

- Columns, I-beams, tube steel framing, lintels, and misc plates
- Joist reinforcement as needed

Total Labor and Material: $20,100.00

Site

- Guardrail modifications as needed

Total Labor and Material: $2,200.00

Grand Total: $29,567.00

Thank you for the opportunity to provide this proposal. Please call me should you have any questions.
Quote is good for 30 days from the date of issuance. After 30 days, please call to confirm pricing.

Sincerely,

LJR METALS, L.L.C.

Larry Richardson

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

W&W STRUCTURAL INC.

Quotation # 3445

March 11, 2025

Chasse Building Team
230 S. Siesta Lane
Tempe, AZ 85281
480-425-7777 Fax 480-425-7780

Attention: **Lawrence Chan**

Allow us to tender our quotation on the project titled:

Chandler Boys and Girls Club Renovation

Subject to the following Inclusions, Exclusions, Terms and Conditions:

Scope of Work:

We are pleased to submit our "Bid" proposal to detail, furnish material, fabricate and erect the following items per plans and specifications. Except as may be noted below in our inclusions, clarifications, exclusions, and terms of conditions.

Architectural Documents prepared by: DFDG Architecture
4545 E Mckinley Street Phoenix AZ 85008
Sheet Number A200 Dated 3/3/2025

Structural Documents prepared by: Schaefer
7641 E Gray Rd Scottsdale AZ 85260
Sheet Number S151 Dated 3/3/2025

Specifications as listed on Drawings.

We acknowledge Addendum: We are a certified DBE & SBE Business

This offering includes the following:

Fabrication & Installation of the following items:

1. 1x HSS5x5 Column 4/S301
2. 2x WF Beams (W21x83/W10x33) W/ Continous 3/8 Plate
3. 1x HSS4x2 Beam 6/S302
4. C3x6 Ex-Column Reinforcment 6/S301
5. 1x L1 Lintel 1/S251
6. 1x New RTU Frame A/S301
7. Joist Panel Point Reinforcement S301

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

CLARIFICATIONS:

1. The design team is fully responsible for any errors, omissions, conflicts, code violations and improper use of material, if shown on the bid documents. W&W has prepared this quotation based on measured quantities as specifically shown on the drawings. If during the preparation of shop drawings we discover errors, omissions or conflicts that effect pricing W&W will immediately submit change orders relating such incurred costs.

2. Unless otherwise noted all roof and floor steel beams, joists and deck will be erected from inside the building prior to slab being poured. If the finish slab is already poured we will take precautions not to damage it, but will not be responsible for any damage or marks caused by our erection equipment. If this project is Tilt Panel design (1) one panel will be left out to facilitate crane access. Failure to provide crane access will result in extra charges, unless prior arrangements have been made.

This offering excludes the following:

Specific Exclusions:

1. Aluminum/Stainless Steel
2. Hold Downs (Any Type)
3. Concrete/Wood Work
4. Demo

Standard Exclusions:

1. Any item not listed above in our inclusions.
2. Cutting Deck for roof or floor openings OSHA part 1926.754(e)(2) thru 1926.754(e)(4).
3. Per AISC 16.3.54(7.17) Field painting of welded or abraded areas and bolts
4. Connection clips gage metal or plate that attaches to our steel for other trades. including Metal Studs. We do not locate or layout for other trades.
5. Anchor Bolts and any other embeds for other trades.
6. Gauge metal fabrications other than stair pans.
7. Stair Nosings unless noted above.
8. Sump pans and roof hatches. (U.N.O.)
9. Erection of embedded items.
10. Grouting and concrete fill.
11. Costs for Payment and Performance Bonds unless listed above.
12. Costs for ALL Engineering, Calculations,Testing, Inspection and Surveying. (U.N.O.)
13. Demolition.
14. Taxes (Federal, State, Local).
15. All items on Electrical, Mechanical or Plumbing drawings.
16. Shoring of Steel or Other Members.
17. Any Finish or Special Painting,our standard shop primer is included as required.
18. If required W&W will supply temporary 2 line safety cable & post as additional cost
19. Any Textura Fees.
20. Field Verification
21. Deferred Submittals

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Terms and Conditions:

1. Due to constantly increasing material prices, W&W qualifies that this proposal will be honored for a period of 10 days only. W&W reserves the right to revise this proposal after that time.
2. "Where the price of material, equipment, or energy increases significantly during the term of the contract through no fault of the contractor, the contract sum shall be equitably adjusted by change order. A significant price increase means a change in price from the date of the contract execution to the date of performance by an amount exceeding 3 percent. Such price increases shall be documented by vendor quotes, invoices, catalogs, receipts or other documents of commercial use."
3. "Where the delivery of materials, including but not limited to Structural Steel, Joists, Metal Deck and Miscellaneous Metals, is delayed through no fault of the contractor, the owner shall not hold the contractor liable for costs associated with such delay."
4. This proposal will become part of the contract documents.
5. Payment and Retainage, payment shall be made promptly, no longer than 30 days after receipt of progress invoice. Retainer shall be released after completion of work included in this proposal. No Retainer to be held on Joist & Deck Material.
6. All fabrication and erection practices will be per AISC code of standard practices.
7. Work will be accomplished during a standard eight hour work day, forty hour work week, unless otherwised noted.
8. The General Contractor is to provide and "as built" anchor bolt plan by a licensed and insured surveyor at least one week prior to the start of erection. The General Contractor will locate the center lines of each column and establish the proper elevation by setting one leveling nut for each base plate to the required elevation. The General Contractor shall clean all anchor bolts and bearing plates.
9. All material embedded in concrete or masonary will be delivered F.O.B trucks, jobsite for unloading and installation by others.
10. Auto cad files, if available, will be provided to W & W at no charge.

We propose to provide this project as described above ,
for the lump sum price of **$90,500.00** excluding tax.

Thank you for the opportunity to quote on this project.

Sincerely,

Colton Malenfant
Estimator
W&W Structural, Inc.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

COMMERCIAL DIVISION

DIVERSIFIED METAL FABRICATION LLC

4541 E. VIRGINIA STREET, MESA, AZ 85215

Office 480.892.7700 Fax 480.892.7701
Estimating Dept.: Roy Hunt Royh@DM-FAB.COM
ROC #288959, ROC #209843,
Certified SBE

PROPOSAL

Date of Proposal: **March 20, 2025**

Project: Chandler Boys and Girls Club

SCOPE OF WORK

Applicable Documents:
CD set dated 02/17/2025

Items Furnished and Installed:

1. **New HSS Column**
2. **C-channel to stiffen existing column Per 6/S301**
3. **New W-beams, 1,2,3,4,5/S301**
4. **HSS Beam**
5. **Double angle lintel L1**
6. **HSS lintel H1**
7. **RTU frame at existing room per A/S30, including joist panel point reinforcement**

Base bid: $39,988.00

*** Due to the volatility of the current metals market, all quoted pricing is valid 10 days and subject to reconfirmation and availability at the time of order**

Specific Exclusions: Demolition, Shoring

STANDARD EXCLUSIONS

- Certified Payroll, TERO, City/County/State Tax, Bid Security, Permits or Bond, Multi-Residential Insurance for Projects without OCIP or CCIP, Weekend, Special Insurance, Prevailing Wages, Overtime, Off-Hours or Night work, Any Plan errors, Omissions, Conflicts, Scopes w/ Missing Details, Textura Fee, Code Violations and Improper use of Materials on bid Documents, Expedited Services, Safety Class, Background Check Insurance, Any Additional Fees, Corten Steel, All Structural Concrete Footings, Ribbon, Concrete & Rebar, Hand Dig & Hard Dig, Waterproofing, Caulking, Protection, Demolitions and Shoring, Cutting and Patching, Trenching, Accelerated Rusting and Sealing, Commercial Blasting, Galvanizing, High Performance Coating Prime Finish &

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STYLES BROTHERS CUSTOM MILLWORK, INC.
1960 W. North Lane
Phoenix, AZ 85021
(623) 931-3990

Proud member of:

Arizona Contractors License ROC #159529

PROPOSAL SUBMITTED TO:	TO BE PERFORMED AT:
CHASSE	City of Chandler Boys and Girls Club

We hereby propose to furnish the materials and perform the labor necessary for the following: All prices are based on standard melamine interiors and standard p-lam on exterior with .018 edgetape. Any deviation will result in upcharge based on selection laminate - plans 3.3.2025, colors per plans - custom grade

105A Teen Room TV Wall

Description	footage	cost per foot	TOTAL
p-lam bases	24	245.00	5,880.00
solid surface countertop	24	160.00	3,840.00
p-lam 2 panel wall w/ss frame	24	245.00	5,880.00
p-lam tall storage	4	575.00	2,300.00
	quantity	**cost per item**	
A&M brackets	8	225.00	1,800.00
3" x 3" steel tube supports	8	225.00	1,800.00
		TOTAL 105A	**21,500.00**

105 Teen Room

Description	footage	cost per foot	TOTAL
p-lam uppers	8	195.00	1,560.00
p-lam bases	6.4	245.00	1,568.00
p-lam 4-drawer bank	1.6	355.00	568.00
solid surface countertop	8	160.00	1,280.00
	quantity	**cost per item**	
sink cutout	1	255.00	255.00
		TOTAL 105	**5,231.00**

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Lobby 101

Description	footage	cost per foot	TOTAL
p-lam desk wall	21	375.00	7,875.00
p-lam work surface	23	85.00	1,955.00
solid surface trans top	23	95.00	2,185.00
	quantity	cost per item	
A&M in-wall supports	7	225.00	1,575.00
		TOTAL 101	**13,590.00**
Hafele alternate handle 155.00.980 28 x $28			**784.00**
tax			2,648.21
shop drawings			675.00
TRIP CHARGE			255.00
TOTAL PROPOSAL			**44,683.21**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.
Tax will be applied if applicable.
DEMO NIC. PROPOSAL BASED ON regular work hours.
Proposal includes delivery and installation.
Proposal subject to change once drawings and field measurements are verified.
Payment terms: set forth in contract.
Any alterations or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements are contingent upon delays beyond our control.
Respectfully submitted by Rosalie Styles. Date March 24, 2025.
Styles Brothers Custom Millwork, Inc.

cityofchandler.boysandgirlsclub.8334

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SIERRA WOODWORKS of Arizona LLC
3234 N Palo Verde Ave., Tucson, AZ 85716
Phone: 520.881.0222 Fax: 520.795.7224

AWI ARCHITECTURAL WOODWORK INSTITUTE

Date: March 18, 2025

Project: **City of Chandler-Boys & Girls Club.**

Sierra Woodworks of Arizona, LLC - We are pleased to provide a bid for the above-named project, As Per plans of **DFDG** on 03/03/2025, including only the following:

- **A310/7 105A TEEN RM TV WALL** Ss-1 Tv Inner Frame, Counters, Inwall Supports, Pl-2 Tv Enclosure, & Base Cabinets. (Led Tape, Steel Tube/Plate by Others)
- **A310/10 105 TEEN ROOM** Ss-1 Counters, Pl-2 Uppers, & Pl-1 Base Cabinets.
- **A310/10 105A TEEN ROOM NORTH WALL** Pl-2 Storage Cabinets. (Pl Unspecified)
- **A310/5,8,9,11 LOBBY FRONT DESK-103** Ss-1 Trans-Top, Pl2 Counters, Sub-Top, & Inwall Supports. (Walls By Others)

SS-1 $21,264.00, Casework $39,841.00
Total Price: $ 61,105 .00 (Pl-1/Pl-2 Do not Exist, Priced as Standard Laminate)

Includes: Shop Drawings, Taxes, Materials, Fabrication, Delivery, & Installation.

Exclusions: Bonds, Rubber Base, In Wall Backing, Sinks/Integral, Plumbing Fixtures, Under-Cabinet Lighting, Keyboard Trays, ACT, LVT, VCT, Tile, Paint, Wall Covering, Wall Protection, FRP, Corner Guards, Carpet, Wood Flooring, Glass, Mirrors, Sunshades & Window Coverings, Non Typ. Locks, Window Sills, Graphics & Signage, Fabrics, 3FORM, Whiteboards & Tack boards, Coat Hooks, Power & Data Raceways, Stainless Steel & Aluminum U.N.O., Steel, Schluter, Storefronts, Transaction Windows, Standing & Running Trim, Man-Doors & Frames/Trim, Office/System Furniture, FF&E, Repair/Refresh Existing Millwork.

Submitted By: Rafael C. Rivera rrivera@sierraww.net Phone 520-881-0222

This Request has been priced in accordance with the current job schedule, rate of progress & current pricing levels. Therefore, it is subject to adjustment if written authorization is not received within 30 days. This proposal is based solely on usual cost elements, i.e. labor, material, and normal markups, and does not include any amounts for changes in sequence of work, delays, disruptions, rescheduling, extended overhead acceleration or overtime labor rates. Copies of MSDS books, if required, will be charged in addition to this bid. This proposal is pricing only. No work will be performed until a written contract notice to proceed is received. All past due amounts will incur a finance charge of 1 ½% per month. All special order or custom materials require a 50% deposit. If you have any questions, or need clarification, please call.

Clarifications:
1. All cabinets are Euro-style white melamine interior, plastic laminate exterior.
2. Pricing is based on mid-range plastic laminate colors & wood-veneers in the absence of specification.
3. Additional cost impact will apply for premium or specialty plastic laminate color selections, and/or premium & exotic wood species.
4. Solid Surface is defined and priced as Corian, or similar product. Integral Sinks are only available in a limited range of colors, i.e. white or off-white hues.
5. Cabinets, Casework, Countertops & Woodwork shall conform to AWI Custom Grade.
6. All work to be performed during normal business hours; undisclosed accelerated schedules will incur an additional cost impact – not included herein.
7. All rooms/elevations listed are included; all rooms/elevations not listed are not included.
*** We are 10-12 weeks out for millwork upon a signed contract or Letter of Intent, as well as approved submittal drawings, chosen colors & materials, and field dimensions/verification.**

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A·C·E
ASSOCIATED CONSTRUCTION ENTERPRISES, INC.

3645 NORTH 40TH AVENUE ♦PHOENIX, ARIZONA 85019
PHONE (602) 272-7055 ♦ FAX (602) 233-1014 ♦ LICENSE NO. 083409

PROPOSAL FOR Chandler Boys & Girls Club:

WE PROPOSE TO FURNISH AND INSTALL THE FOLLOWING SCOPE OF WORK PER ARCHITECTURAL DRAWINGS DATED 3/3/2025:

Custom plastic laminate clad specialty desk with plastic laminate counters and solid surface transaction countertop at Lobby 101.
Plastic laminate casework and solid surface counters at Team Rooms 105 and 105A, sink by others.
Custom plastic laminate clad TV surround with solid surface frames at Teen Room 105A TV Wall.

TOTAL BASE BID FOR ITEMS LISTED ABOVE: $48,809.00
Add for sales tax if applicable: $2,855.00

Breakout numbers for reference only. Bid as complete project.
Lobby: $13,335.00
Teen: $35,474.00

EXCLUSIONS: SINKS, SERVICE FIXTURES, WOOD DOORS, WOOD TRIM, BASE, GLASS OR ANY GLAZING, WOOD OR METAL BLOCKING, BRIDGING OR INWALL SUPPORTS OF ANY KIND, FIRE PROOFING, METAL ANCHOR OR STUDS, SALES TAX AND BOND PREMIUMS, PAINTING AND/OR PREFINISHING OF WORK UNLESS SPECIFICALLY LISTED ABOVE. **ALL ELECTRICIAL DEVICES INCLUDING WIRE MOLD, LIGHTING, ETC.**

CASEWORK BID AS STANDARD LAMINATE COLORS, MELAMINE INTERIORS WITH STANDARD 96MM PULL. PREMIUM LAMINATE COLORS WILL RESULT IN ADDITIONAL COSTS. **NOTE: WILSONART LAMINATE COLORS ARE SUBJECT TO 10% INCREASE TO PROPOSAL BASE AMOUNT DUE TO MULTIPLE VOLATILE PRICE INCREASES AND INSUFFICIENT MATERIAL SUPPLY THAT ARE OUT OF A.C.E'S CONTROL.**

CONTRACTOR MUST PROVIDE SUFFICIENT TIME TO ALLOW FOR FIELD MEASURING, PRODUCT PRECUREMENT, MANUFACTURING AND INSTALLATION TO MEET DEADLINES ESTABLISHED BY THE CONTRACTOR.

THIS PROPOSAL IS VALID FOR **60** CALENDAR DAYS. AFTER THIS PERIOD, A.C.E. RESERVES THE RIGHT TO WITHDRAW OR ESCALATE THIS PROPOSAL.

SUBMITTED BY: DATE: 3/20/2025

Travis Brewer

Travis Brewer, Operations Manager

AWI

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RITE-WAY THERMAL

March 17, 2025

Attention: Estimating
Company: Chasse

Project Name: Boys & Girls Club Chandler
Jobsite address: Chandler, AZ
Plans dated: 3-3-25
Spec Section: 072100 - Insulation

Items Included

INSULATION: Furnish and Install insulation per the drawings and as noted below.

1) *New Interior Type S4A & S4B walls: R-11 unfaced fiberglass batts.*
2) *New Interior Type S6A walls: R-19 unfaced fiberglass batts.*
3) *Teen Center Roof Deck: R-38 unfaced fiberglass batts wired in place at the underside of deck.*
   a. *At Teen Center only.*
   b. *If Black WMP-10 scrim sheet is required at the O.T.S. areas, please add, $940.00*

Base Bid: $7,350.00

If Material Sales Tax is required, please add $380.00.

BREAKOUT

LOBBY = $1,300.00
TEEN CENTER = $6,050.00
RESTROOM = $0.00 (no insulation scope).

Items Excluded:

1. Shop drawings, engineering, permits, inspections and overtime.
2. Sales tax and bonds.
3. *Ceiling & existing wall insulation.*

Qualifications:

1. Pricing quoted is good for 30 days.
2. Pricing only includes types listed above.
3. Any damage to Rite-way Thermal work, which is not exclusively caused by Rite-way Thermal, will be considered damage by other trades and Rite-way Thermal will be compensated for any repairs of damage by others. Repair work must be approved by the contractor prior to Rite-way Thermal performing the work.
4. Any additional work performed is to be priced prior to starting and approved by the contractor.
5. All demolition is to be by others.
6. All areas of work to be free of debris and obstacles to provide a safe and productive install.
7. Pricing based on reasonable access to work areas, not obstructed by other tradework.

Sincerely,

Brian Post
Cell: 623-707-3961
bpost@rwtusa.com

_____
Approved: Date:

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

1604 SPECIALTIES LLC

When Life Depends on Mils

Project Name:		Date:	
City of Chandler Boys and Girls Club Renovation		***March 20, 2025***	
Project Address:			
300 E Chandler Blvd, Chandler, AZ 85225			
Plan Date:	Specifications Included:	Addendum:	
03.03.25			
Attention:	1604 Specialties Estimator:	Proposal # /Reference #:	1604 Specialties Revision:
Lawrence Chan	***Alonso Galindo 480-686-4711***	***7483***	

We hereby submit specifications and estimates for: Building Insulation

Furnish and install R-11 un-faced batt insulation at new interior partitions.
Furnish and install R-19 un-faced batt insulation at new interior partitions.
Furnish and install R-38 un-faced batt insulation with black scrim sheet mechanically fastened with pins to underside of roof deck at teen center 105A.

TOTAL BASE BID $13,495.00

We hereby submit specifications and estimates for: Acoustical Joint Sealant

Furnish and install acoustical joint sealant at head and base of new interior partitions.

TOTAL BASE BID $4,873.00

Standard Qualifications:

1. **Add 4% for payment and performance bond, minimum $600.00 charge per contract if required.**
2. **Taxes are excluded unless noted otherwise.**
3. **Textura fees are specifically excluded unless noted otherwise.**
4. **We exclude Pollution, and mold insurance. If either of these are required additional charges will be required.**
5. **Unless specifically noted above, this contractor has not reviewed the onsite conditions of the project at the time this proposal was offered.**
6. **All insulation products offered in this proposal shall be considered to be type 1, ASTMC665, unless noted otherwise above.**
7. **This proposal its associated qualifications and conditions shall be included with the contract documents as an attachment.**
8. **No back charges will be issued to 1604 Specialties without issuance of a forty-eight-hour written notice.**
9. **Furnishing of temporary facilities and power, such as light, electrical, water and toilets is excluded.**
10. **Any damage to 1604 Specialties work, which is not specifically caused by 1604 Specialties, will be considered damage by other trades. It is the responsibility of the Primary Contractor to coordinate the project, as such, 1604 Specialties, will be compensated for any repairs of damage by others through change orders to 1604 Specialties contract with the Primary Contractor.**
11. **Payment due for materials stocked on-site or in an approved warehouse.**
12. **Protection of work is to pass to the general contractor after the completion of each phase of work.**
13. **Work to proceed sequentially with areas free of debris and obstacles to provide efficient productivity.**
14. **All hoisting and dump bins shall be provided by the general contractor at no cost to 1604 Specialties.**
15. **All demolition shall be by others.**
16. **Retention shall be released upon scope completion.**
17. **Working hours are defined as Monday through Friday first shift excluding holidays.**
18. **All prices are quoted on a 30-day guarantee. Contract or a letter of intent is required to lock in proposed pricing.**
19. **A complete set of contract documents shall be issued to this contractor to include drawings, specifications, addendums and any other necessary documents.**
20. **See additional job specific required conditions attached below.**

TERMS: NET 30 DAYS. 1 ½% ON PAST DUE BALANCE.
NOTE: This proposal may be withdrawn if not accepted within 30 days.

PROPOSAL SUBMITTED BY:	***PROPOSAL ACCEPTANCE:*** *The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.*	
Alonso Galindo, Project Engineer	***Authorized Signature***	***Authorized by***
March 20, 2025		
Date of proposal	***Date of Acceptance***	***Customer P.O. #***

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PROGRESSIVE ROOFING
P 602.278.4900
23 N. 35th Ave.
Phoenix, AZ 85009

Date: March 20th, 2025

To: CHASSE BUILDING TEAM **Attn:** Lawrence Chan

Re: Chandler Boys and Girls Club
300 East Chandler Blvd
Chandler, AZ 85225

Scope of Work:
(no spec) Metal Roof Panels (as qualifed below)
07 62 00 Sheet Metal Flashing and Trim (as qualified below)

Base Bid: $ 26,800

Material Tax if Applicable: $ 717

Inclusions: 24ga prefinished, standard color PVDF, locally sourced, 18" wide standing seam metal roof panels over 30mil self-adhered, high-temp underlayment over 5/8" dens-prime coverboard over existing metal deck. Includes matching trims, gutter and downspout as shown. 2yr workmanship warranty by Progressive and 20yr manufacturers paint finish warranty.

Exclusions: demo, permits, bonds (add 1.5%), custom colors/ finishes, night, weekend or overtime work, framing, sub-framing, saw-cutting, protection of our installed metals from damage by OTHERS, insulation, round downspout, multiple mobilizations, anything not specifically included above.

Please note: This quote is based on our understanding of the drawings/specs provided to us and is contingent upon agreement to contract terms and schedule.
This quote reflects current market conditions and is valid for 30 days. **No Escalation**
Oil canning is naturally inherent in metal and shall not be sole cause for rejection.

Contact: Ron Giesler 602-278-4900 ron.giesler@progressiveus.com

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FLYNN BEC LP
3062 N Maple Street, Mesa, AZ 85215
T: 602.437.9323 · **W**: www.flynncompanies.com

PROPOSAL

Date: 3/20/25
Project Name: Chandler Boys and Girls Club
Project Location: 300 E Chandler Blvd, Chandler, AZ 85225
Customer: Chasse
Contact: Lawrence Chan
Email: lchan@chasse.us

Metal Scope Reference for Pricing

1. Architectural Drawings dated: 3.03.2025
2. Addendum:

Scope Clarifications:

1. **Standing Seam Metal Roof Panel System-** (Reference Detail 4/A212)
   - Based on Ultra Seam US-150 Mechanically Lock System
     - Profile: Ultra Seam US-175 Lok Seam
     - Panel Gauge/Thickness: 24-Gauge
     - Color/Finishes: Standard Kynar 500 non-metallic color selection
   - Underlayment: 1-layer of .30 Mill self-adhered underlayment where required.
   - Trims/Flashings: Based on 24-gauge color selected
     - Standard roof flashings
     - Gutter and corresponding downspouts
     - Fascia wrap

BASE BID: $ 39,798.00

Alternate prices:

- Demo and dispose existing standing seam roof – ADD: $3,060

The prices reflected in Flynn's proposal are based upon current or reasonably foreseeable exchange rates, tariffs, and costs of manufacture. The imposition of tariffs on Flynn or its supply chain may result in impacts beyond Flynn's control. These could include, among other things, pricing, product availability, the supply of raw materials for our manufacturing partners, foreign exchange rates, and freight and fuel surcharges.

To the extent that US tariff policy results in a cost escalation greater than 5% or significantly impacts our ability to perform this work as contemplated, Flynn reserves the right to adjust its proposal or subsequent contract price accordingly.

Flynn is monitoring developments closely and commits to mitigating the impact of any tariffs imposed.

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Western® Building Group LLC
ARCHITECTURAL FACADES

Proposal

From: Ben Harbort
Benh@wbgemail.com
(480)-823-3500
To: Chasse Building Team
Attn: **Lawrence Chan- (323)-350-7034**
RE: **City of Chandler Boys and Girls Club**

Date: 3/20/2025
Addenda: 0
Taxes: Excluded
Prevailing Wages: No
Bond: Not Included (2%)
Proposal Valid For: 15 Days

Material Escalation Clause - *WBG reserves the right to adjust the bid amount if material costs increase due to proposed tariffs on steel and aluminum before submittal approval or subcontract/work order execution. To prevent price increases, submittals must be approved promptly. Delays in approval may lead to price adjustments based on market conditions.*

Standing Seam Metal Roof

- Approximately **1,050 SF** of Standing Seam Metal Roof Panels as noted on architectural drawings. Standing Seam panels will be from manufacturers in Western States using finish. All necessary trims related to the metal panel system are included. Framing must be sufficient for panel attachment. Standing Seam Panels will be installed over: weather barrier by WBG (given as add option) metal deck by others.

Job Specific Exclusions: Custom colors, 3/16" metal fascia, misc. flashings, sub furring of any kind, coping caps, expansion joints, sheathing, stainless steel flashings, framing of any kind, multiple mobilizations, blocking, window flashings of any kind, any signage or framing for signage, any structural framing, any light gauge framing, gravel stops, FM Global rating, miscellaneous flashings for other trades, color matching mockup, and shade materials are excluded from our bid.

Job Specific Notes: Certain panel sizes and joint lines will be chosen by WBG to fit within manufacturer standard sheet size and for maximum yield. Any necessary additional framing is by others. WBG is not responsible for verifying compliance of ASHRAE 90.1 or NFPA 285. This proposal is based off WBG's interpretation of drawings by DFDG Architects dated 3/3/25.

Base Bid:		**$25,147**
Add Option #1: Weather Barrier at SSMR Panels	**Add:**	**$3,286**
Add Option #2: 5/8" Dens Deck Under SSMR	**Add:**	**$8,693**

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RITE-WAY THERMAL

March 21, 2025

Attention: Estimating

Project Name: Chandler Boys & Girls Club Renovation
Jobsite address: Chandler, AZ
Plans dated: 3/3/25
Spec Section: NA

Items Included:

Joint Sealants:

1) **Furnish and install polyurethane joint sealants at the:**
   Site ramp masonry control joints
   Site sidewalk expansion/isolation joints
   Hollow metal door frames
   EIFS infill perimeter joints

   Building joint sealants: $ 3,020
   Site joint sealants: $ 980
   Excludes sales tax on material:

Waterproofing:

2) **Furnish and install Tremco 250 GC fluid applied waterproofing and PB4 protection board at the:**
   Site masonry ramp walls – if required

   Site waterproofing: $ 2,310
   Excludes sales tax on material:

NOTE: The above pricing does not include material escalation for Q3-4 of 2025 calendar year. Escalation/increases have not been determined so the above pricing does NOT include any material escalation beyond Q3.

Items Excluded:

1. Shop drawings, engineering, permits, inspections and overtime/weekends.
2. Sales tax, liquidated damages, and bonds (2.5% if required).
3. Joint signed warranties, standard installation and manufacturer warranties included.
4. Existing building/site joints, site sidewalk control joints, aluminum/windows, firestop, acoustic sealant, custom color, hybrid sealants, flashing/roofing, gyp board joints, cutting of compressible joint filler, preformed joint sealants, expansion joint systems, fixtures, millwork, MEP, dissimilar materials as general scope, protection of installed sealants, and anything not specifically mentioned above.
5. Concrete/cmu,grinding/patching at waterproofing surface, excavation/backfilling of any kind, removal of grout splatter/ridges, water testing of any kind, damaged product repair, existing site walls, and protection of installed waterproofing.

Qualifications:

1. **Pricing quoted is good for 30 days after which proposal is subject to material price increases**.
2. Proposal includes standard 1yr installation and standard manufacturer warranty. **We do not include extended warranties or install warranties listed in the specifications that are greater than 1 year.**

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LANMOR SERVICES
Around the Clock Automation
A Division of The Cook & Boardman Group, LLC.

Proposal P-11184 REV 1

Chris Porch
2058 W Rose Garden Ln
Phoenix, AZ 85027
480-310-0433

March 20, 2025

Lawrence Chan
Chasse Building Team
E: lchan@chasse.us
P: 323-350-7034

PROJECT: City of Chandler Boys and Girls Club **Plan Date: 3/3/2025**

SCOPE OF WORK:

08 11 13 – Hollow Metal Doors & Frames
08 14 16 – Wood Doors
08 71 00 – Door Hardware

Base Bid Materials: Lobby (101A, 101B, 102A, 102B, 103A)

- 5 ea – Hollow Metal Frames; A40, 14 ga EXT/ 16 ga INT, Fully Welded (Glass/Glazing by Others)
- 2 ea – Hollow Metal Doors; A40, 16 ga, HC Core (Glass/Glazing by Others)
- 4 ea – Wood Doors; PS White Maple, PC Core, Standard Stain or Clear Finish (Includes Metal Vision Kit with Wired Glass)
- 1 lot – Hardware
- 1 ea – Installation of HM,WD Doors; Associated hardware.

Base Bid Total w/o tax $45,600.00 _____Initial

Base Bid Materials: Teen Center (105A, 105B, 105C)

- 3 ea – Hollow Metal Frames; A40, 14 ga EXT/ 16 ga INT, Fully Welded (Glass/Glazing by Others)
- 2 ea – Hollow Metal Doors; A40, 16 ga, HC Core (Glass/Glazing by Others)
- 1 ea – Wood Doors; PS White Maple, PC Core, Standard Stain or Clear Finish (Includes Metal Vision Kit with Glass)
- 1 lot – Hardware
- 1 ea – Installation of HM,WD Doors; Associated hardware.

Base Bid Total w/o tax $13,590.00 _____Initial

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LANMOR SERVICES
Around the Clock Automation
A Division of The Cook & Boardman Group, LLC.

Proposal P-11184 REV 1

Base Bid Materials: ADA Vision Lite Improvement

- 54 ea – Remove vision lites and replace with new metal lite kits to meet ADA requirements.

Base Bid Total w/o tax $17,900.00 _____Initial

Alternate Add: New Hollow Metal Windows (Teen Center North Wall)

- 2 ea – 2'-0"x6'-0" Hollow Metal Window Frames (North Wall Windows) (Glass/Glazing by Others)

Base Bid Total w/o tax $1,241.05 _____Initial

Alternate Add: New Hollow Metal Window (Lobby/Conference Room)

- 1 ea – 4'-0"x6'-0" Hollow Metal Window Frame (Lobby/South side of Conference Room) (Glass/Glazing by Others)

Base Bid Total w/o tax $768.95 _____Initial

Alternate Add: New Hollow Metal Window (Reception/Conference Room)

- 1 ea – 4'-0"x9'-5 1/4" Hollow Metal Window Frame (Reception/East side of Conference Room) (Glass/Glazing by Others)

Base Bid Total w/o tax $1018.87 _____Initial

Alternate Add: New Hollow Metal Window (Reception/Conference Room)

- 1 ea – 4'-0"x7'-9 1/4" Hollow Metal Window Frame (Reception/ North side of Conference Room) (Glass/Glazing by Others)

Base Bid Total w/o tax $889.13 _____Initial

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LANMOR SERVICES
Around the Clock Automation
A Division of The Cook & Boardman Group, LLC.

Proposal P-11184 REV 1

Alternate Add: Gymnasium Door; Hinge, Closer, and ADA Vision Lite Improvement (106A, 106B, 110A, 110B)

- 8 ea – Swing Clear Hinge Replacement
- 8 ea – Closer Replacement
- 8 ea – Vision Lite Replacement
- 1 lot – Hardware

Base Bid Total w/o tax $13,300.00 _____Initial

Alternate Add: Door Replacement (148A) (Existing Frame)

- 1 ea – Wood Door; PS White Maple, PC Core, Standard Stain or Clear Finish
- 1 lot – Hardware
- 1 ea – Installation of WD Door; Associated hardware.

Base Bid Total w/o tax $3,690.00 _____Initial

"Some or all of the items quoted may be subject to tariffs, duties, or other surcharges related to changes in trade policy, none of which are reflected in the attached quote, but which will be invoiced to and the responsibility of customer if applicable."

CLARIFICATION(S)

1) Opening 105E on hardware set #8 is not on the floor plans. No hardware to be supplied for this opening.
2) No Div. 8 information provided for restroom 104. No material or hardware to be supplied for this opening.
3) Lanmor to supply a new door and hardware for opening 148A. If Any rework or modification to the existing frame is required to achieve proper function, it will be on a time and material basis.
4) No species or finish provided for Wood doors. We have bid doors as plain slice white maple with a standard stain or clear finish. A change in species or if a custom finish is required, additional cost could occur.
5) Gymnasium openings have been bid to receive new swing clear hinges, closers, and metal vision kits to achieve ADA requirements. It is the contractor and the architect's responsibility to confirm and approve replacement of hardware will achieve the ADA requirements. Lanmor is not responsible for the repair or patching of the existing closer holes.
6) Hollow metal frames have been bid as fully welded. Hollow metal frames are tailgate delivery. Unloading, inventory, distribution, and installation is by others.
7) All glass for vision kits have been bid with wired safety glass. It is up to the contractor and architect to determine whether this glass is acceptable for code and ADA requirements.
8) If this project has electrified hardware, it will include wiring to the door side of the power transfer only.
9) Includes Textura
10) Standard manufacturer's lead times are listed below. Lead times are subject to change due to broken machinery, seasonal ebbs & flows, weather and other unforeseen circumstances outside of Lanmor's control. These lead times are based on the return of all approved submittals and all answered questions. Lead times below are accurate at the time of this proposal, and may vary by the time the project is awarded and submittals approved. Lanmor will not be responsible for missed schedule dates for reasons outside of our control.
    10.1. Hollow Metal Frames: 4-6 weeks.
    Hollow Metal Doors: 4-6 weeks.

Purchase Agreement

D8 Commercial Doors, LLC
7400 W Detroit St Ste 140
Chandler, AZ 85226

Phone:	602-881-5176
Email:	ben@d8commercialdoors.com

Quoted price is only valid for 30 days.
All items are job specific and are special order.
NO returns or cancellations after order has been placed

Project:	**Chandler Boys & Girls Club**
Address:	300 E Chandler Blvd
	Chandler, AZ. 85225
Plan Date:	3/3/2025 **Bid Date:** 4/15/2025
Architect:	DFDG Architecture
Builder:	Chasse Building Team
Address:	230 S. Siesta Lane
	Tempe, AZ. 85288
Contact:	Matt Wedding 602-499-2351
Email:	mwedding@chasse.us

ITEM	QTY	PRODUCT DESCRIPTION	PRICE
PKG	**1**	*** NEW DOOR OPENINGS ***	**$ 64,525.00**
ADA	**1**	*** ADA COMPLIANCE OPENINGS ***	**$ 30,395.00**
		QUALIFICATIONS: ** HOLLOW METAL FRAMES BID AS 16ga A40 GALVANEAL WELDED UNITS* ** ALL HOLLOW METAL FRAMES INSTALLED BY OTHERS* ** HOLLOW METAL DOORS BID AS POLYSTYRENE CORE FLUSH SEAMLESS WITH INTEGRAL VISIONLITES* ** WOOD DOORS BID AS ROTARY CUT WHITE BIRCH CLEAR FINISHED* ** DOORS WITH WINDOWS WILL BE SUPPLIED WITH METAL VISION KITS AS WILL THE EXISTING DOORS TO RECEIVE A LARGER LITE, 1/4" CLEAR TEMP WILL BE SUPPLIED FOR NEW METAL VISION PANELS* ** HARDWARE BID USING; IVES, SCHLAGE, VON DUPRIN, LCN, HES & ZERO COMMERCIAL PRODUCTS* ** ALL CYLINDERS BID (SFIC) SMALL FORMAT INTERCHANGABLE CORE, FINAL KEYING BY OTHERS, ALONG WITH KNOX BOXES, KEY CABINETS, ACCESS CONTROL AND ACCESSORIES FOR ACCESS CONTROL.* ** D8 SUPPLYING GREEN CONSTRUCTION CORES*	

Lead Times:	***15-45 work days after receipt of PO & approved submittals***	Subtotal	$ 94,920.00
Submittals:	If required, add 10 business days to lead time.	Tax (if applicable)	$ 7,403.76
Inclusions:	***Local set off delivery & installation of listed material to jobsite***	**TOTAL**	**$ 102,323.76**

Exclusions: ***HMF INSTALL, KNOX BOXES, ACCESS CONTROL, STOREFRONT, ROLL UP OPENINGS, FINAL KEYING, & ALL FEES***

Damage: Any items damaged after delivery / customer acceptance are the responsibility of the customer and NOT D8 Commercial Doors. Replacement of damaged items will be at an additional cost.

Acceptance: By signing, You accept these terms and authorize D8 Commercial Doors to start the order process

Printed name: _____ **Signature:** _____

Title: _____ **Date:** _____

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D8 Project Work Sheet
Chandler Boys Girls Club

QTY	MFR	ITEM NUMBER	FINISH	DESCRIPTION	LIST	DISC	ITEM COST	TOTAL COST	INSTALL	TOTAL hrs.	NOTES / REMARKS

NEW DOOR OPENINGS

1	***HMR***	***MISC HM FRAME REWORK***									
2	DCI	3070 578 16ga A40 WLD HMF E/STK 345 CR A9T (with conduit)									
1	DCI	3070 814 16ga A40 WLD HMF E/STK 345 CR A9T (with conduit)									
1	DCI	3670 814 16ga A40 WLD HMF RPD 350 CR A9T									
1	DCI	3070 10-5/8 16ga A40 WLD HMF ASA 345 CR A9T									
1	DCI	3080 5" 16ga A40 WLD HMF RPD 445 CR w/24"TRANSOM									
1	DCI	3078 5" 16ga A40 WLD HMF RPD 445 CR A9T									
1	DCI	60710 5" A40 WLD HM PAIR FRAME DETAIL 101B (attached)									
1	DCI	7040 578 16ga WLD HM BORRLITE A9T									
1	DCI	7040 814 16ga WLD HM BORRLITE A9T									
1	DCI	8040 814 16ga WLD HM BORRLITE A9T									
		**** ALL FRAMES INSTALLED BY OTHERS, EXCLUDES GLASS or PANEL @ TRANSOM FRAME***									
1	DCI	3078 18ga A40 FLUSH HMD INTEGRATED 24x74 VLF 99L 445									
1	DCI	3080 18ga A40 FLUSH HMD INTEGRATED 22x78 VLF 99L 445									
2	DCI	30710 18ga A40 FLUSH HMD INTEGRATED 22x76 VLF 99L 445 #101B									
1	TRU	1/4" CLR TEMP									
		**** INCLUDES 1/4" CLEAR TEMP GLASS***									
2	ABS	3070 SC RC WHITE BIRCH CSTM COLOR 161 345 18x36 VLF									
2	ABS	3070 SC RC WHITE BIRCH CSTM COLOR 161 345 20x66 VLF									
1	ABS	3670 SC RC WHITE BIRCH CSTM COLOR 99L 350 26x66 VLF									
5	SWF	CUSTOM COLOR FINISH									
2	AIR	18x36 VLF EZ		1/4" CLR TEMP							
2	AIR	20x66 VLF EZ		1/4" CLR TEMP							
1	AIR	26x66 VLF EZ		1/4" CLR TEMP							
24	IVE	5BB1 4.5 x 4.5 NRP	652	BALL BEARING HINGES							
6	IVE	5BB1HW 4.5 x 4.5 NRP	652	HVY WT BALL BEARING HINGES							
2	IVE	5BB1HW 4.5 x 4.5 TW8	652	8-WIRE HW BB HINGE							
3	IVE	5BB1 5 x 4.5 NRP	652	BALL BEARING HINGES							
1	SCH	ND70BD RHO	626	SFIC CLASSROOM LOCKSET							
3	SCH	ND80BD RHO	626	SFIC STOREROOM LOCKSET							
1	SCH	ND82BD RHO	626	SFIC INSTITUTION LOCKSET							
2	VON	99NL-OP	626	EXIT DEVICE							
2	VON	LD-99EO	626	EXIT DEVICE							
1	VON	KR4854 STAB	689	REMOVABLE MULLION							
2	SCH	80-129	626	SFIC RIM HOUSING							
1	SCH	80-132	626	MORTISE CYLINDER							
10	SCH	80-037	626	SFIC CORES							
6	SCH			CONTROL KEYS							
10	BST	GREEN CONSTRUCTION CORES									
2	HES	9600	630	ELECTRIC STRIKE							
3	HES	4500C	630	ELECTRIC STRIKE							
2	IVE	VR910NL	630	DOOR PULL							
2	LCN	4642	689	AUTO OPERATOR							
4	LCN	8310-853T	630	ACTUATOR							
4	LCN	8310-867\	689	MOUNTING BOX							
1	LCN	8310-801	BLK	WEATHER RING							
4	LCN	4040XP REGw/PA	689	SURFACE CLOSER							
4	LCN	4040XP SCUSH	689	SURF CLOSER w/STOP							
1	LCN	4040XP EDA	689	SURFACE CLOSER							
10	IVE	8400 10x34	630	KICK PLATE							
6	IVE	WS401/402CVX	626	WALL STOP							
1	IVE	SR64	GRY	SILENCERS (100bg)							
4	ZER	8303A 3696	AA	WEATHER STRIP							
1	ZER	8780N 96	BLK	MULLION SEAL							
4	ZER	39A 36	A	SWEEP							
2	ZER	8655A 223 36	A	THRESHOLD							
1	ZER	8655A 223 72	A	THRESHOLD							
2	ZER	188S 20	BLK	SEAL							
4	SCE	679-05	BLK	DOOR CONTACT							
1	SCE	660-PB	628	DESK BUZZER							
1	SCE	623RD	630	LOCKDOWN BUTTON							
		**** ALL POWER SUPPLIES, REQUEST TO EXITS, CARD READERS AND CONNECTION OF ACCESS CONTROL BY OTHERS***									
		**** D8 TO INSTALL DOOR OPERATORS ONLY. ALL CONNECTIONS BY OTHERS***									
1	NODING	INSTALL ABOVE MATERIAL						**$64,525.00**			

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D8 Project Work Sheet
Chandler Boys Girls Club

ADA COMPLIANCE OPENINGS

4	ABS	3078 SC RC WHITE BIRCH CSTM COLOR 99L 445 24x36 VLF C/O PAIR MATCHED	
4	ABS	2878 SC RC WHITE BIRCH CSTM COLOR 99EO 445 20x36 VLF C/O PAIR MATCHED	
1	ABS	3070 SC RC WHITE BIRCH CSTM COLOR 161 345	
9	SWF	CUSTOM COLOR FINISH	
		**** PLEASE NOTE OPENING #106A, 106B, 110A, 110B TO BE SUPPLIED AS UNEQUAL PAIRS, ALL HARDWARE TO BE REUSED ON NEW DOORS. NEW DOORS WILL HAVE METAL VISIONLITE TO MATCH REWORKED DOORS***	
4	AIR	10x36 VLF EZ	***(NEW HM DOORS @ 103E & 111A) REUSE ALL HARDWARE***
4	AIR	20x36 VLF EZ	1/4" CLR TEMP
30	AIR	24x36 VLF EZ	1/4" CLR TEMP
		**** NEW PAIRS OF HMD's @ 103E & 111A DUE TO EXISTING DOORS HAVE INTEGRATED VISION LITES***	
1	NOD	INSTALLATION & LABOR FOR ABOVE	
		**** INCLUDES CUTTING IN LARGER METAL VISION LITE PANELS***	

$30,395.00

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Wayne Dalton
SALES & SERVICE

402 W. Geneva Drive
Tempe, AZ 85282
480-966-4577
Wayne-Dalton.com/tempe

BID PROPOSAL

Customer: CHASSE Building Team
Attention: Mr. Lawrence Chan
Project: City of Chandler Boys & Girls Club Renovation
Site Address: 300 E. Chandler Blvd. 85225
Phone: (323) 350-7034
Email: lchan@chasse.us
Bid Proposal Date: 3.20.25

OVERHEAD COMMERCIAL ALUMINUM FULL VIEW DOOR (DOOR TYPE OH03-A)

- **1 - 7'8" x 8' (opening = 7'6" x 7'11") Wayne Dalton K-AL Light Glass Aluminum Full View Door w/Chain Hoist**
  https://tinyurl.com/WayneDaltonK-AL
  - **ZZ71280340 K-AL LIGHT GLASS AFV CLR 7'8" X 8'0" (4-2) - COMPLETE DOOR**
  - **STANDARD PANEL 48" ON CENTER**
  - **AFV SECT 1/8" CLR TEMPERED - ALL SECTIONS - SECTIONS EQUAL HEIGHT**
  - **INSIDE SIDE LOCK - QTY OF LOCKS: 1**
  - **2" ANGLE MNT TO STEEL**
  - **FULL VERTICAL LIFT-BREAKAWAY - NON-EXTENDED VERTICAL LIFT (To Be Field Verified)**
  - **1 / 1" SOLID SHAFT / 9'10" LENGTH**
  - **TORSION, FRONT MOUNT - SPRING CYCLES = 10,000**
  - **METHOD OF OPERATION - REDUCED DRV CHAIN HOIST - RD DRV CHAIN HOIST <=200 SQ FT**
  - **PVC HEAD SEAL**
  - **PVC CLIP MOUNT JAMB SEAL**
  - **LEAF BUMPER SPRINGS**
  - **INSTALLATION**

Investment, 7'8" x 8' Wayne Dalton K-AL LG Aluminum Full View Door w/Chain Hoist: $2,729.00

Optional Investment, K-AL LG Door (ZZ71280366) with Genie GCL-J ½ HP Operator (ZZ71280385) – ADD $2,898.00
https://tinyurl.com/GenieGCL-JOperator

- **Equipment Rental Expenses for Project: $990.00**

TOTAL INVESTMENT, City of Chandler Boys & Girls Club Project: $3,719.00 (Base Bid); $6,617.00 w/Operator

EXCLUSIONS: ***Electrical Wiring, Opening Perpetrations, Field Painting, and any applicable Sales Tax.***
LEAD TIMES: ***Currently, approximately six weeks following the acceptance of bid proposal/execution of contract.***

50% Deposit, Balance C.O.D. upon Install; OR, Net 30 days on O.A.C. with P.O. Number

THE PRICING CONTAINED WITHIN THIS BID PROPOSAL IS VALID FOR TEN DAYS

"*This bid is subject to the parties entering into a mutually agreed upon contract following the award and pricing is subject to change without notice*." Upon site check, pricing may need to be revised to reflect actual on-site conditions.

Authorized By: Larry Bagan **Date:** 3.20.25

Customer Acceptance: _____ **Date:** _____

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Nevarez Real Estate Holdings, LLC dba

AZ ROC License #
Commercial 290478
Residential 290478

Milam GLASS CO.

Phone: 602-275-7151
Fax: 602-225-0765
www.milamglass.com

10801 N. 132nd Ave. – Surprise, AZ 85379

Commercial & Residential Glazing Since 1969

Date: 3/25/2025

To: Chasse Building Team
Attn: Estimating
Project: Chandler Boys & Girls Club – Chandler, AZ
From: Alex Nevarez Jr.

Bid valid for 30 days

Price to furnish and install the following:

- Glazing of interior & exterior HM frames & doors as per the door & frame types shown on page A600 – ***all exterior HM doors & frames to be supplied and installed by others***
- Glazing of interior aluminum wrap around frames located at Conference Room 102 ***– all interior aluminum wrap around frames to be supplied and installed by others***
- Glazing of interior wood door types IG:1 as shown on page A600 ***– all wood doors to be supplied and installed by others***
- ¼" glazing set in u-channel at top & bottom located at the Lobby Front Desk as per the interior elevation 11 on page A310 – u-channel to be Clear Anodized finish
- **Glazing:**
  - Exterior Glazing: 1" Overall Guardian SunGuard SNX 51/23 Low-E/Clear
  - Interior Glazing: ¼" Clear
  - All glazing to be safety tempered as per code
- Caulking of all exterior glazing at HM doors & frames as per the manufacturer's recommendations
- Textura fees

BID = $14,900.00

EXCLUSIONS: Sales Tax – Bond – Final Cleaning – Protection After Install – Hollow Metal Doors & Frames – Wood Doors & All Associated Door Hardware – All Mirrors - Final Keying of Storefront Doors – Demolition of Existing – Supply of Screws for HM Frames – Fabrication of Stops for HM Frames – Water Testing of HM Frames – After Hours Work – Overhead Doors & All Associated Glazing

Respectfully submitted,

Alex Nevarez Jr.

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JoNic Glass, Inc.

2335 W. Holly St. Phoenix, AZ 85009
(602) 230-9667 (602) 230-0062 fax **ROC 148793**
www.jonicglass.com

DATE: 3/20/25

BID PROPOSAL

(Per Drawings Dated 3-3-25)

PROPOSAL SUBMITTED TO:
Chasse Building Team

ATTENTION: Lawrence Chan
PHONE : 1-323-350-7034

PROJECT DESCRIPTION
JOB: City of Chandler Boy`s & Girl`s Club
ADDRESS: 300 E. Chandler Blvd, Chandler, AZ. 85225

(Revision 1 -3-25-25)

SECTIONS : Division 8 Glass & Glazing

WE HEREBY SUBMIT A PROPOSAL FOR: $14,900.00 / If Taxes are required. **Add: $870.13**

SCOPE OF WORK:

Teen Center

1. Exterior glass for hollow metal doors #105A, 105C and frame 1 shall be 1" insulated 1/4" SB70 Atlantica #2 HS 1/2" air space 1/4" CL AN, tempered where required by code. In hollow metal frames by others. Frame type #1 and door types FG.1 on A600.**Note: Lead time 3-4 weeks from time of order.**

Cost: $950.00 + $65.27 Tax = $1,015.27

2. Interior glass for hollow metal frames shall be 1/4" clear tempered, in hollow metal frames by others. Elevation 6 on A310. **Note: Lead time 3-4 business days from time of order.**

Cost: $485.00 + $23.84 Tax = $508.84

Corridor

1. Exterior glass for hollow metal Doors #103E, 111A at corridor shall be 1" insulated 1/4" SB70 Atlantica #2 TP 1/2" air space 1/4" CL TP. Door type N 1 on A600. **Note: Lead time 3-4 weeks from time of order.**

Cost: $1,000.00 + $42.57 Tax = $1,042.57.00

Lobby Exterior

1. Exterior glass for hollow metal frame and doors #101B shall be 1" insulated 1/4" SB70 Atlantica #2 HS 1/2" air space 1/4" CL AN, tempered where required by code. Elevation South on A301. Frame type 1 and door type FG.2 on A600. In hollow metal doors and frame by others. **Note: Lead time 3-4 weeks from time of order.**

Cost: $5,740.00 + $352.49 Tax = $6,092.49

Lobby Interior

1. Interior glass for North Lobby Front desk shall be 3/8" clear tempered with top & bottom U-channels clear anodized with silicone butt joints. Elevation 5 on A310. **Note: Lead time 3-5 business days from time of order.**

Cost: $2,550.00 + $148.71 Tax = $2,698.71

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2. Interior glass for South Lobby Front desk shall be 3/8" clear tempered with top & bottom U-channels clear anodized with silicone butt joints and standard CRL # 834A 4" speak thru satin anodized. Elevation 11 on A310. **Note: Lead time 3-5 business days from time of order.**

Cost: $2,550.00 + $141.33 Tax = $2,691.33

3. Interior glass for West Lobby Front desk shall be 3/8" clear tempered with top & bottom U-channels with silicone butt joints. Elevation 8 on A310. **Note: Lead time 3-5 business days from time of order.**

Cost: $1,625.00 + $95.92 Tax = $1,720.92

QUALIFICATIONS:

1. Due to current market volatility conditions beyond JoNic Glass Inc.'s control. It is impossible to hold material pricing. All Bid Proposals will be subject to additional material costs should our suppliers raise pricing prior to materials being ordered.
2. JoNic Glass is not responsible for errors or omissions on the contract documents.
3. JoNic Glass Inc. Only provides perimeter sealants to structural finish only. Cosmetics are not included.
4. Glass distortion has an ASTM industry standard that is adhered to in this proposal. See attachment.
5. Bid Proposal Good for 30 Business Days Only Due to Current Economic Conditions.
6. All qualifications and exclusions are to be part of any contract or work order.
7. No Change Order work will be completed until change orders have been executed.

Option to Add:

1. To add 1/4" clear tempered glass in wood doors # 101A, 102A, 102B, 105D, 105F, 106A, 106B, 109A, 110A, 110B, 112A, 112B, 113A, 113B, 114A, 115A, 117A, 118A, 121A, 121B, 122A, 128A, 129A, 136A, 137A, 138A, 142A, 142B, 145A, 146A, 147A, 147B, 156A in wood doors by others. **Add: $7,300.00** / If Taxes are required. **Add: $252.58**

SPECIFIC EXCLUSIONS:

1. Mockup **2.** Any type of field testing **3.** Extended warranties **4.** Any hollow metal frames, stops or screws **5.** Any glass for wood doors **6.** Final cleaning of above scope of work.

STANDARD EXCLUSIONS:

* Sales Tax * Engineered Stamped Drawings * Bond Premium * Extra Insurance * Sky Lights * Glass Block * Stained Glass * Demolition * Timely Frames * Mirrors *
Interior cosmetic perimeter sealants * Any Automatic Doors & Openers * Any Access Control Systems *Trash Containers * Attic Stock * Protection & Cleaning after Installation * Any X-Rays of any Post Tension Floors * Any Graphic Films Requiring Digital Files * Aluminum & Glass Not Listed in Sections Above

Thank You for Considering Our Bid Proposal

THIS PROPOSAL MAY BE WITHDRAWN BY JoNic GLASS INC. IF NOT ACCEPTED WITHIN 30 DAYS

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, Owner to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be provided by JoNic Glass, Inc

Estimator: Mike Owens
Email: mike@jonicglass.com
ROC 148793

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

WALL ASSEMBLIES
I DRYWALL I PAINT I STUCCO I

Address: 3903 N 16th St, Phoenix, AZ 85016
Office: (602) 509-5501
ROC: #317938

BID PROPOSAL

Job Name:	**City of Chandler Boys and Girls Club Renovation**	**Bid Date: 3/21/2025**
Job Address:	**300 E Chandler Blvd, Chandler, AZ 85225**	
Proposal to:	**Chasse Building Team**	**From: Diego Medina**
Attention:	**Lawrence Chan**	**Title: Estimator**
Architect:	**Ryan Schmitt**	**Email: diegom@wallassemblies.com**
Prints Date:	**3/3/2025**	

WE HERBY SUBMIT PRICING FOR THE SPECIFICATIONS PROVIDED SCOPE:

09 20 00 Nonbearing walls/gypsum board systems

- **Non-bearing metal stud framing:**
  - Interior partition walls according to floor plans and per manufacturer recommendations utilizing the L/240 deflection span rate and 16” O.C framing system
  - Frame partial height walls and full height walls with 3-5/8” and 6” studs
  - Frame hard lid ceiling systems, bulkheads, and soffit drops as shown on RCP
  - Includes box beam headers and king studs at new door openings with gauge to match framing
  - Install HM door frames (Door frames provided by others)
  - Includes in-wall cabinets backing with FR treated wood

- **Exterior metal stud framing:**
  - Exterior partition walls according to floor plans and per manufacturer recommendations utilizing the L/240 deflection span rate and 16” O.C framing system
  - Exterior sheathing to be CDXFR

- **Gypsum Board:**
  - Install 5/8” Fire-code type X gypsum board at walls and ceilings per wall types and wall details
  - Install 5/8” moisture resistant at wet areas.

- **Cement Board:**
  - Install 5/8” Cement board at walls per wall types wall details and Wall sections

- **Finish:**
  - Gypsum board to be finished Level 4 throughout or match adjacent existing texture
  - Install square shape metal corner beads throughout. (walls, soffits openings, etc.)
  - Fire tape areas where gypsum board is not exposed or not to receive painting. UNO (above ceilings, utility rooms, etc.)

Clarifications:

- Deck height was not specified in the plans. Based on the wall and building sections, we are assuming the highest deck point for the Lobby is 22’ 2”, and for the Teen Center, it is 17’.
- All new full-height partitions are to be framed and finished to the deck where no ceilings are present. In areas with ceilings, the partitions will be finished 6” above the ceiling and then fire-taped.
- All new through-grid partitions will be framed and finished 6” above the ceiling, then braced to the existing structure or the deck.
- All existing partitions to be demolished are CMU walls. We assume no demolition patches, skimming, or touch-ups are required for the existing walls.
- According to Structural page S401, H2 uses 8” 18GA 43mil studs at openings. We assume that the same stud size will be used for the new exterior walls being framed.
- We assume the scope of work will be completed as a single continuous phase.
- We assume no background checks, fingerprints, or badging will be required.

EXCLUSIONS:
Demolition, Overtime, after hours, night work and prime work. mobilizations or multiple phases. Stair Stocking Materials, Excludes all sales tax, engineering shop drawings, bond premiums, permits & licenses. Temporary power and water, temporary walls/barriers, floor protections, dumpster services Painting, wallcoverings, base board, rough carpentry, millwork, MDF, doors & hardware Sealants, fire caulking, sound/acoustic caulking, Multiple Punch lists. 1 Included with base bid.

- This job is bid to start metal stud framing after all underground and concrete work is completed. If layout is required prior to metal framing starting, an added cost of $1,500 per Mobilization will be ADDED.
- Job phasing or out of sequence work or delays for Procurement Items, CAN LIGHTS, HM Jambs or other trades will be added cost.
- GC to supplied power. For Wall Assemblies to supply temp power for scope of work will be at added cost

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*Contact PM/Estimator to discuss contingencies and price adjustments for maintenance of plaster and gypsum board at existing walls. approx calculated **costs $0** (not included in base bid price.) or T&M basis at $65/HR after contract execution*

Please note: This estimate is valid for 30 days from the date of this proposal. After this period, the pricing may be subject to change based on material costs, labor rates, and other variables.

BREAKDOWN

- **Framing/Gypsum/Tape&Float: $78,797**
- **Equipment Rental: $4,886**
- **Backing/ Rough Carpentry: $6,488**

TOTAL BASE BID AMOUNT $90,172

ADDITIONAL FEES & TAXES IF APPLICABLE:

- **Textura Fee** **$199**
- **Base Bid's Material Sales Tax** **$4,079**

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PETE KING CONSTRUCTION COMPANY

P.O. BOX 82970 • PHOENIX, AZ 85071-2970 • 11040 NORTH 19TH AVE. • (602) 944-4441 • FAX (602) 943-4876

March 21, 2025

Chasse
Attn: Estimating

Pete King Construction is hereby submitting the following **Bid** on

City of Chandler Boys and Girls Club Renovation

Our **PROPOSAL** to cover the scope and spec sections listed below is:

Light Gauge Metal Studs - 54000	**Lobby**	**Teen Room**	**RR 104**
Gypsum Board - 09250	$ 54,795	$ 38,324	
Painting - 09900	$ 6,928	$ 5,902	$ 497
	$ 61,723	**$ 44,226**	**$ 497**

This is intended to be a package bid with all scopes included.

ALTERNATES

Paint WD or HM doors to be replaced or receive ADA improvements	$ 4,431
Paint existing HM frames where doors are to be replaced or receive ADA improvements	$ 3,785
Sales Tax (if needed)	$ 3,478

Our bond rate is 1% and our Bid Limit is: Unlimited

We have seen NO addenda on this project. This bid is based on plans dated: 3/3/2025

We appreciate the opportunity to bid this project with you. If there are any questions or concerns, please contact me at: 602-944-4441 or 602-885-7130.

Sincerely,

Brogan Nally
Estimator

Bid is void in 30 days!!

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PETE KING CONSTRUCTION COMPANY
P.O. BOX 82970 • PHOENIX, AZ 85071-2970 • 11040 NORTH 19TH AVE. • (602) 944-4441 • FAX (602) 943-4876

Pete King Construction - Scope of work for: **City of Chandler Boys and Girls Clul**

We include: **Light gauge metal framing & drywall**

* Framing of interior walls/furring, soffits, ceilings with drywall per plans and wall types
* Framing of new exterior walls with exterior gypsum sheathing
* Gypsum finish to match existing

Paint

* Interior gypsum
* Exposed ceilings
* Interior CMU where demo is shown on plans
* New HM Doors

We exclude: Bonds, Permits, Wood products, Insulation Products and "Z" Furring, Engineering, Shop Drawings, Fire Caulk, Firestops, concrete finishes, specialty coatings,

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

EXTREME DRYWALL CONCEPTS
Specializing In Commercial Wall Systems & Painting

ExtremeDrywallConcepts.com
O 623.444.6313 | F 623.444.4862
9856 N 19th Drive, Phoenix, AZ 85021
ROC # 258764 | 309497

BID PROPOSAL

Project: **Chandler Boys & Girls Club**
300 E Chandler Blvd
Chandler, Arizona

March 19, 2025
Addendums Received: 0
Prevailing Wage: 0

Dear Estimator / PM:

Extreme Drywall Concepts is submitting this proposal for the above mentioned project per plans dated: **3/3/2025**
This proposal is for the new walls, soffits & gyp ceilings including the structrual framing & HM frame installation in our framed walls.

Scope: Drywall
Extreme Drywall Concepts will protect our work area and clean up all of our materials or debris to an onsite dumpster.

Base Proposal Sub Total:	$	91,677.00
Sales Tax: * 8.30%	$	2,118.00
Textura Fee *(if applicable)* :	$	225.00
Total Proposal:	**$**	**94,020.00**

Pricing for any listed Alternates and/or Additional Pricing below will need to be calculated into the Total Proposal price above if accepted:

- ☐ **Additional -** $ 6,644.00 • This additional price is for the TOW & BOW sealants @ new walls only
- ☐ **Additional -** $ 2,379.00 • This add is for 40yd dumsters if needed.

This Proposal is Valid for 60 Calendar Days

We look forward to working with you on this project. If you have any questions please feel free to contact me at the office at (623) 444-6313 or email me at Chris@teamextreme.com, or my cell at (602) 323-4568.

Sincerely,

Chris Estrada

(See Page 2 for Scope of Work, Inclusions and Exclusions to this Proposal)

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

EXTREME DRYWALL CONCEPTS
Specializing In Commercial Wall Systems & Painting

ExtremeDrywallConcepts.com
O 623.444.6313 | F 623.444.4862
9856 N 19th Drive, Phoenix, AZ 85021
ROC # 258764 | 309497

Scope of Work: **Drywall**

Inclusions:

1 Pricing for this proposal includes Material price increases through: **April 18, 2025**
2 Other documents or conditions issued after the date of this proposal are excluded until Extreme Drywall Concepts has been notified of the documents or conditions and has the opportunity to review for cost impacts.
3 This proposal is intended for budget numbers only and Extreme Drywall Concepts does not guarantee to accept the work until all contract documents, project conditions and schedule have been received, reviewed and agreed to by all parties.
4 Daytime Working Hours. Mon thru Fri, 8 hours per day.
5 All 25ga & 20ga materials are bid as EQ materials.
6 Drywall Finish on all new drywall to be a level 4 finish or match existing texture unless noted otherwise.
8 362S125-18 EQ- Walls, soffits & Gyp Ceilings
9 600S125-18 EQ- Walls
10 600S162-43, 800S162-54- Ext Walls
11 5/8" Type X Gyp
12 5/8" MR Board- Wet Walls
13 5/8" Dens shield- Tile Backer
14 5/8" Dens Glass- Ext Sheathing or Similar

Exclusions

- Wood framing (all), Plywood & Plywood Installation - Except when called out in this Proposal.
- Doors / Door Frames - Installation of HM Frames in block walls, except HM welded frame installed in our metal stud framed walls.
- Windows / Window Frames, Break Metal / Break Metal Installation, Vents / Screeds / Flashing / Vapor Barrier
- Sealants (All) - Fire Caulking, Fire Blocking, Smoke & Sound Caulking unless called out for in this proposal.
- Demolition, Insulation / Insulation Installation, Painting/Priming, Welding, unless called out in this proposal.
- Misc. steel and counter top brackets.
- All metals heaver than 12ga, except when called out in this proposal.
- Dumpster / Haul Off Fee's, Temporary Power, Temporary Lighting
- Engineering / Shop Drawings, Permit Fee's / Plan Review Fee's
- Textura or Project Management Fees unless broken out above
- Sales Tax, unless included in proposal and contract amount. Can only be deducted if a AZ Form 5005 is provided.
- Bonding Fees, unless priced out above and accepted.
- OCIP / CCIP, Professional Liability Insurance
- Composite Clean-Up Crew
- DENS DECK GYP SHEATHING ON METAL DECK 5/A212

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SPG Construction
Exterior Wall Experts

6331 W Van Buren
Phoenix, AZ 85043
623.266.3937
www.spgconstruction.com

PROPOSAL

Exterior Insulation and Finish System

Project: Chandler Boys & Girls Club
300 E Chandler Blvd.
Chandler, AZ

Date: March 21, 2025
Plan Date: 3-3-25

BASE BID AMOUNT

- **EIFS** **$16,885.00**
- **Ramp wall** **$940.00**
- **High impact mesh to 8' AFF, add.** **$2,970.00**
- **Sales tax on materials.** **$760.00**

Inclusions -

1. Standard Class PB Exterior Insulation and Finish System.
2. Fine sand finish with color.
3. Liquid applied secondary weather barrier. Wrapped into window & door openings.
4. Weep strip at ground level.
5. Insulation board adhered to substrate, 1-1/2" EPS.
6. Basecoat and standard weight netting.
7. Caulk joints installed at building construction joints and dissimilar materials, (caulking by others).
8. Backwrap at all EIFS terminations.
9. Stucco infill over CMU.
10. Trash to a dumpster supplied by others.
11. Scaffolding for our work only.

Exclusions –

1. Framing, sheathing, furring, or suspension systems.
2. Any metal flashings i.e. Z-bar, counter flashings at roof, 2 piece snap flashing, window head or sill flashing.
3. Caulking and Sealants.
4. Interior plaster or stucco.
5. Back of parapets.
6. EIFS Finish Coat Primer or EIFS finish sealer.
7. Ceilings.
8. Smooth finish.
9. Upgrades colors or finishes.
10. High Impact mesh.
11. Mechanical fasteners.
12. Flashing at wall openings per IBC code 1403.2 & 1405.3.
13. Repair of damage to completed work caused by others.
14. Site walls, screen walls or trash enclosures.
15. Use of scaffold by other trades.
16. Taxes, bonds, permits or inspection fees.
17. Davis Bacon/ prevailing wages.

SPG Construction is not responsible, nor to be held financially liable, for errors or omissions in bid documents or addendums received from architect or general contractor. SPG reserves the right to withdraw and/or modify this bid in part or in its entirety at any time. General contractor acknowledges our exclusions and clarifications by acceptance of this proposal. Bid is valid for 30 days from date of document

Estimator: Jim Madonia
602-283-8329
jimm@spgconstruction.com

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

VERDUGO WALL SYSTEMS, LLC

March 21, 2025

Chandler Boys & Girls Club

300 E Chandler Blvd, Chandler, AZ 85225

1. **"Master Wall Rollershield Drainage EIFS"** EIFS system over approved substrate.
2. **Master Wall Rollershield RS** Air & Water resistive barrier.
3. **Master Wall Corrugated Plastic Drainedge** at base of all base of EIFS.
4. **Master Wall MBB** basecoat & adhesive.
5. **Master Wall 1.5" EIFS EPS.**
6. **Master Wall Aggre-Flex Mesh** standard fiberglass reinforcing mesh.
7. **Master Wall Prime coat** to match finish colors.
8. **Master Wall Fine 1.0 finish** with integral colors as per plan specs.
9. **Stucco Infill as per plan specs** to match existing finish and color.
10. Scaffold setup/teardown.
11. Removal of debris to supplied dumpster.
12. Masking of surrounding areas

Price: **$14,916.57**

Exclusions: Paint, demo, caulk, Sealants & Backer rods, metal reveals, and scratch coats.

Price is subject to change if additional bonding or inspection is required.

Proposal open for 60 days because of unexpected material price increases, subject to execution of contract, may be rescinded at any time. No after hours or weekend work. Water, electricity & trash container to be supplied by contractor.

Prepared by Jesus Verdugo
jesus@verdugowall.com
ROC: 322702
Cell: 623-210-3632

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

ReSource Arizona LLC,
d/b/a InteriorWorX
COMMERCIAL FLOORING

Account Manager:	Roger Berge
Project Manager:	
BID #	0.00
Date Submitted:	3/26/2025

Make checks payable to ReSource Arizona LLC
d/b/a Interiorworx Commercial Flooring

2040 W. Rio Salado Pkwy, Suite 105
Tempe, AZ 85281
www.interiorworxcommercialflooring.com
(602) 256.2862 Phone
(602) 256.2988 Fax
ROC# 315909, 315926

Proposal For:	**Submitted to:**
City of Chandler Boys and Girls Club Renovation	Chasse Building Team
300 E. Chandler Blvd	Lawrence Chan lchan@chasse.us
Chandler, AZ 85225	CHANGE DESCRIPTION:
Plan Date: 2/17/25	**REVISED BID 3-26-25 -BROKEN OUT BY AREA**

LOBBY - CARPET TILE & LVP

Furnish & Install	CPT-1 Interface Nightlights color Reflectors - Ashlar install 10x40	33.02	SY	AT $35.09 / SY	$1,159
Furnish & Install	CPT 3 WOM Interface Step Repeat color Graphite 50cmx50cm	6.00	SY	AT $74.48 / SY	$447
Furnish & Install	RB-1 Tarkett 4x140 W/toe color Blace (match existing)	320.00	LF	AT $1.25 / LF	$400
Furnish & Install	LVT 1 Tarkett Contour Method Quarry Emboss color Lucky Star	990.00	SF	AT $6.59 / SF	$6,522
Furnish & Install	Reducer CPT to LVP Schluter Schiene Color TBD	8.00	LF	AT $1.95 / LF	$16

TEEN ROOM- CARPET TILE & LVP

Furnish & Install	CPT-2 Interface Nightlights color Soft Glow Ashlar install 10x40	200.00	SY	AT $35.18 / SY	$7,035
Furnish & Install	RB-1 Tarkett 4x140 W/toe color Blace (match existing)	320.00	LF	AT $1.25 / LF	$400
Furnish & Install	LVT 1 Tarkett Contour Method Quarry Emboss color Lucky Star	360.00	SF	AT $6.59 / SF	$6,522
Furnish & Install	Reducer CPT to LVP Schluter Schiene Color TBD	8.00	LF	AT $1.95 / LF	$16

CERAMIC TILE - RESTROOM

Furnish & Install	TL-1 floor DalTile FIXTURE color GLACIER MATTE 1/3 install 12x24	90.00	SF	AT $14.01 / SF	$1,261
Furnish & Install	WT-1 wall DalTile OUTLANDER color MAARINE GRANDE - monolithic stack 12x24	220.00	SF	AT $9.89 / SF	$2,175
Furnish & Install	Schluter Dilex (cove)	40.00	LF	AT $4.63 / LF	$185
Furnish & Install	Schluter Scheine SS (top cap)	40.00	LF	AT $4.63 / LF	$185

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

	EXTERIOR PEDIMAT				
Furnish & Install	**BUDGET** 6'2x4'0 EXTERIOR PEDIMAT W/ 5" Frame	1.00	ea	AT $2125 / ea	$2,125

DEMO/UNFORSEEN PREP EXCLUDED

PROTECTION EXCLUDED

INSTALL METHOD AND DIRECTION NOT PROVIDED NEED TO VERIFY

Project Subtotal:	**$24,296**
Material Use Tax:	**$1,613**
Project Total:	**$25,910**

Pricing valid for 30 days. Due to vendor pricing increases, material prices will be reviewed at time of purchase.

EXCLUSIONS AS FOLLOWS UNLESS CLEARLY OUTLINED IN BID SCOPE:
1: Removal of existing flooring
2: After Normal business hours/Phasing/Multiple Mobilizations
3: Major Floor Prep/Moisture Barriers/Waterproofing/Ramping
4: Waxing/Stripping/Vacuuming/protection of flooring
5: Furniture/Electrical moving/Modular Lift System
6: Temp Heat/Lighting/Supply of water/Backerboard/Taping Joints
7: Crack Suppression/Expansion joints/Epoxy Grout/tile sealing
8: Lift/Hoist to upper floors/Carry Labor (where no elevator is available)
9: Epoxy Thin set/Saw Cuts/Structural Cracks/Pour Backs/ Mudset Install
10: Use Materials tax/Bonds/Attic Stock

Your signature indicates acceptance of the above quotation. No purchasing or installation shall begin on this job until this signed proposal, a purchase order, and/or contract documents are received and executed. Please proceed with your standard contract documents. We do not assume the risk of non-payment from the owner.

Terms are NET 30 on Approved Credit unless contracted for otherwise. Interest calculated at 1.5% per month will apply to invoices over 30 days.

ABOVE PRICING REFLECTS STANDARD WORKING HOURS (MONDAY - FRIDAY 7:00 AM - 5:00 PM)

MAXIMUM OF 3 PHASES / MOBILIZATIONS. ADDITIONAL PHASES WILL INCUR ADDITIONAL COST

PLAN REVISIONS AND / OR MATERIAL CHANGES MUST BE COMMUNICATED BY EMAIL FOR ASSOCIATED COST ADJUSTMENTS

THIS BID IS SUBMITTED, SUBJECT TO THE NEGOTIATION OF A MUTUALLY ACCEPTED SUBCONTRACT AGREEMENT

SOME MATERIAL ORDERS **MAY BE SUBJECT TO MANDATORY MINIMUM QUANTITIES AND/OR DEPOSITS** PRIOR TO ORDER PLACEMENT

INTERIORWORX COMMERCIAL FLOORING

Signed: ROGER BERGE
Roger Berge

Lawrence Chan lchan@chasse.us

Signed: _____

This proposal was created with IWCF Quoting Template

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Printed:3/26/2025

ROC #330930

LINE ITEM DETAIL

Chasse Building

Project: 0

300 E Chandler Blvd

Chandler AZ 85225

Quote # 476 0

Quote Date: 3/20/2025

Chandler Boys and Girls Club

Amount	Unit	Short Description	Description	Cost/unit	Unit	Total
1,087.50	SF	LVT-1	Luxury Vinyl Tile supplied and installed per plans	$8.20	SF	$8,917.21
600.00	LF	RB-1	Rubber Base supplied and installed per plans	$2.23	LF	$1,335.96
92.36	SY	CPT-1	Carpet Tile supplied and installerd per plans	$38.93	SY	$3,595.77
146.53	SY	CPT-2	**Carpet Tile supplied and installerd per plans**	$38.93	SY	$5,704.72
146.53	SY	CPT-3	Carpet Tile supplied and installerd per plans	$38.93	SY	$5,704.72
100.00	SF	TL-1	Floor Tile supplied and installed per Plans	$17.63	SF	$1,762.61
200.00	SF	WT-1	Wall Tile supplied and installed per plans	$14.01	SF	$2,802.58
88.00	LF	Schluter	Schluter supplied and installed at ceramic location	$5.33	LF	$469.32
				Line Item Total		**$30,292.87**
				0.000%	Tax	0.000%
					Sub Total	$30,292.87
			Performance and Payment Bond (If Required) 1.25%			$0.00
					Grand Total	**$30,292.87**

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8855 N. Black Canyon Highway
Phoenix, AZ 85021-4107
602.248.7878 phone
602.248.7075 fax
www.wholesalefloors.com
AZ license #K-08 ROC245663
AZ license #K-48 ROC245662
NM license #362909

March 19, 2025

Lawrence Chan
Chasse Building Team

RE: **City of Chandler**
Boys and Girls Club Renovation

Dear Lawrence,

Listed below is the scope and costs associated with Lobby, Restroom and Teen Center

Carpet/Resilient Scope of Work:		**Quantities:**
Furnish & Install:	CPT 1: Interface, Night Lights, 10" x 40" Carpet, Color Ink Azure	31 yds
Furnish & Install:	CPT 2: Interface, Night Lights, 10" x 40" Carpet, Color Ink Azure	191 yds
Furnish & Install:	CPT 3: Interface, Step Repeat, 20" x 20" Carpet, Color Graphite	3 yds
Furnish & Install:	LVT 1: Tarkett, Contour Method 9" x 36" LVT, Color Lucky Star	895 sf
Furnish & Install:	B 1: Tarkett Traditional 4" Rubber Base, Color Black	496 lf
Furnish & Install:	Tansitions	

Subtotal of Carpet & Resilient: **$21,316**

Ceramic Scope of Work:		**Quantities:**
Furnish & Install:	TL 1: Daltile, Fixture 12" x 24" Floor Tile, Color Glacier	76 sf
Furnish & Install:	WT 1: Daltile, Outlander 12" x 24" Wall Tile, Color Marine Grande	200 sf
Furnish & Install:	Schluter Dilex Base with Satin Anodized Finish	34 lf
Furnish & Install:	Horizontal Trim figured as Schluter Schiene with Satin Anodized Finish	34 lf
Furnish & Install:	Grout Seal	276 sf
Furnish & Install:	Tansitions	

Subtotal of Ceramic: **$4,398**

TOTAL COST FOR ALL SCOPES:	**$25,714**

***Arizona Privilege Tax is not included**

Specific Clarifications:

1) Demo of existing materials is not included
2) EFS-1 Pedigrid Mat is not included
3) Waterproofing is not included
4) Epoxy Grout is not included
5) Patch existing Floor and Walls at Lobby is not included. Allowance if required **Add: $2,500**
6) Patch existing Floor and Walls at Teen Center is not included. Allowance if required **Add: $500**

Thank you,

Brett Dominguez

Brett Dominguez

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Proposal

7891 E. McClain Dr. #104
Scottsdale, AZ 85260

O: 480-443-3905
F: 480-443-3906

AZ ROC CR-8 100881 CR-48 120525
CA C15, C54 936975 NV C16A 0072199

Proposal# 10727
Customer PO
Contract #
Date 3/24/2025
Sales Person1 Taryn Michael
Sales Person 2

For:

Chasse Building Team
230 S Siesta Lane
Tempe, AZ 85281

Job Site:

CITY OF CHANDLER BOYS AND GIRLS
TITLE RR
300 E CHANDLER BLVD
Chandler, AZ 85226

Quantity	Product Description	Price	Total
92 SF	Furnish & Install FT1 / Daltile, Fixture, Glacier, 12"x 24"	$13.50	$1,242.00
210 SF	Furnish & Install WT1 / Daltile, Outlander, 12"X 24", Color marine Grande	$12.00	$2,520.00
33 LF	Furnish & Install CT / (Base) Schluter AHK, SAA	$3.00	$99.00
8 LF	Furnish & Install transition - Resilient to Ceramic	$2.00	$16.00
33 LF	Furnish & Install WT (Trim) Wall Trim, Schluter Schiene, Stainless	$4.00	$132.00

Total

Grand Total $4,009.00

Deposit Date _____ Ck # _____ $ _____

Conditions

This Proposal is valid for 30 days.

Standard Exclusions unless noted otherwise:
Epoxy grout or mortar, major floor prep, flooring grinding, demo, floor protection, cleaning , vacuuming, bond costs and furniture moving.

Buyer _____ Date _____ Seller _____ Date _____

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Western Acoustics, Inc.
2120 East 5th Street
Tempe, AZ 85288
480-303-0056 Office
don@westernacoustics.com
AZ License: ROC255029 / CA License: 959140

PROPOSAL

March 20, 2025

Reference: Chandler Boys & Girls Club

Western Acoustics, Inc. *is pleased to submit the following quote for the above referenced project as per plans and specification*

Inclusions

1. **AP-1, AP-2**
2. **AC-1**

Exclusions

1. **Seismic Restraints**
2. **Taxes, permits, bonds and fees**
3. **Damages by other trades**

Base bid: $31,120.00

Proposal end date:06/31/2025

All materials are guaranteed to be as specified. All work to be in a workmanlike manner according to standard practices. Any alterations or deviation from above specification involving extra costs will be executed only upon written orders, and will b ecome an extra charge over and above the estimate. All agreements are contingent upon strikes or delays beyond our control. THIS PROPOSAL IS VALID FOR 60 DAYS.

Sincerely: Donald R. Lalonde

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Barrett-Homes Contractors, Inc
Serving Arizona Since 1950
Office: 602-269-2348

BID PROPOSAL

Date:	3/20/2025
Company:	Chasse
Attention:	Estimating
Job Name:	Boys and girls club Chandler
From:	Steve Kraemer
Plans Dated:	11/6/2024
Addendum Seen:	0
Delta #:	0
Section/Work Scope:	Acoustical Ceilings

Base Bid: **$**74,119.00

Alternate: -$3,533.00 Tax Deduct with 5005

Includes tax for MRRA (HB2389)

Base Bid Qualifications:

- Furnish and install 15/16" white steel heavy duty grid with 2'x2' Tegular edge tiles to match existing as ACT-1 as shown on A202.
- Furnish and install 15/16" white steel heavy duty grid with 2'x4' Tegular edge tiles to match existing as ACT-2 as shown on A202.
- Furnish and install 4 kits of 4x4 and 4 kits of 4x8 S4 Felts works peaks & Valleys In either smoke or iris color not a combo of both colors as shown on A202.

2 each 12 gauge slack wires are included for lights.
These wires are to be tied to the lights by others.

*This bid is good for 30 days.
BHC Bid #:321
BHC Standard Exclusions: Seismic bracing for Zones C, D or E, Lateral Bracing, 45-degree splay wires, Compression Posts, Perimeter Wires, Payment/Performance Bond & Permits.
Project Specific Exclusions: Insulations by other. Any and all wall treatments. Any after hours work. Felt work one solid color not a combo of both.
Office/Warehouse: 4350 N. 42nd Ave. Phoenix, AZ. 85019
Licenses: 069958, 070687, 069959, 072334

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A.L.D. Painting LLC

Paint and Wallcoverings
P.O. Box 12542
Glendale, AZ 85318
Office: 602-547-2109

License: ROC316954
Mobile #: 623-332-5829
aldpainting@aldpainting.com

PROPOSAL

Date: 3/20/25
Contractor: CHASSE Building Team
Attention: Lawrence Chan
Project: Chandler Boys & Girls Club @ 300 E. Chandler Blvd., Chandler, AZ 85225

We propose to do the following work on the above mentioned project.

Painting per plans dated 3/4/25 includes:

Exterior:
Infill stucco wall
Brick seal

Exterior Total: $ 890.54

Interior:
Gyp bd walls
Accent walls
Multi-color accent wall
Gyp bd ceilings
Gyp bd soffit
CMU RR walls
Teen center 105A exposed deck ceiling & beams
Existing HM doors (6) & frames (41)
New HM doors (9) & frames (3)
Existing (34) & new (6) wood doors
Walls affected by demo

Lift costs included
Eight (8) colors painted throughout

Exclusions: **Weekends, O.T., "off" hours, excessive touch-up, wallcoverings, floor finishes, millwork, baseboards/chair railing/crown molding, storefront, ceilings UNO, demo, eifs, wall graphic, signage ADA, striping/curbing, guardrail, RR ceilings, ACT, site/retaining walls, areas out of scope, stucco, roof/parapet, window caulking, furniture moving, drywall repairs, and special coatings.**

Bid Amount: **$ 22,597.00**

Proposal good for 60 days

Respectfully,

Kyle Davis

Kyle Davis
Estimator/Project Manager
kylewd@aldpainting.com

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

DATE: **March 20, 2025**

FROM: **Devante Dortch**
devante@cherrycoatings.com
602.573.5378

ATTENTION: **CHASSE Building Team**
Lawrence Chan
lchan@chasse.us
323.350.7034

BID AMOUNT: $ 21,714

PROJECT: City of Chandler Boys & Girls Club Renovation
300 East Chandler Boulevard, Chandler, AZ 85225

We hereby propose to finish and install all labor and materials in accordance with plans and specifications on the above project. Bid is good for 60 days from bid date.

Plans & Specs Dated:
Addendums Acknowledged:

SCOPE OF WORK

INCLUSIONS:

1. ADA Improvements
    a. Painting of hollow metal doors and frames per door schedule
2. Lobby
    a. Painting of gyp ceilings per RCP
    b. Painting of hollow metal doors and frames per door schedule
    c. Painting of painted beam per keynote 0951.B4 on A211
    d. Painting of exposed ceilings per RCP
    e. Painting of gyp walls per finish plans
    f. Painting of interior CMU walls per finish plans
3. Restroom
    a. Painting of gyp ceilings per RCP
    b. Painting of interior CMU walls above wall tile
4. Teen center
    a. Painting of gyp ceilings per RCP
    b. Painting of hollow metal doors and frames per door schedule
    c. Painting of gyp walls per finish plan
5. Site
    a. Painting of new ADA exterior guardrail
6. One Mobilization

PROJECT SPECIFIC EXLCUSIONS:

1. Existing areas/substrates that are not a part of the included scopes
2. EIFS, exterior painting not listed within the inclusions
3. Specialty ceilings, acoustical panels

EXCLUSIONS:

1. Specialty and high-performance coatings UNO above.
2. Block fill above ceiling grid.
3. Millwork, Casework, and Staining.
4. Color Coding, Stenciling, Striping, and Signage.
5. Floor coatings and sealers
6. Surface prep of exposed corrugated decking with factory applied passivated/chromate finish.
7. Mechanical preparation of surfaces prior to coatings.
8. Overtime, and afterhours.

Clarification: Caulking from painted-to-painted surfaces only.

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Clarification: Trade damage repairs to be reconciled via work ticket.
Clarification: T&M labor rates to reconcile at $ 58.75 ST - $82.25 OT - $ 105.75 DT

	BREAKOUT	
1.	ADA Improvements	$ 4,645
2.	Lobby	$ 8,254
3.	Restroom	$ 1,573
4.	Teen Center	$ 4,262
5.	Site	$ 2,980

	ALTERNATES	
1.		$ 00,000.00
2.		$ 00,000.00

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PHP Commercial Painting

2202 W. Lone Cactus Dr. #9 | Phoenix, Arizona 85027
P 623.900.4747 | F 623.322.4645
Licensed / Bonded / Insured ROC282670

Submitted to:	**Work to be performed at:**
Chase Building Team	City of Chandler Boys & Girls Club Renovation
5115 N Oracle Rd	300 E Chandler Blvd
Tucson, AZ 85704	Chandler, AZ 85225
Phone: 480-425-7777	**Date: March 20, 2025**
Email: lchan@chasse.us	**Attn: Lawrence Chan**

Proposal

Division 9-Painting to include:

- Specified priming/painting of interior walls per plan A201
- Specified priming/painting of interior gyp ceilings Per plan page A202
- Specified painting of open deck per plan page A202
- Specified painting of 4 exterior HM doors & 8 HM jambs

Notes:

1. Received no addendum
2. Bid per plans dated: 03/03/2025

Exclusions:

1. Patching, texturing, joint sealants or repairs of any substrates.
2. Installation or removal of wall coverings, signage, stencils or graphics.
3. Floor coatings, markings, stains, sealants, parking lot striping or curbing
4. Stain, clear coat, epoxy, waterproofing, intumescent coating, powder coating, electrostatic, elastomeric, high-performance paints/coatings, anti-graffiti, acoustic ceiling spray, acoustical caulking, caulking of ACT grids or abrasive blasting
5. Painting of millwork, cabinetry, casework, existing doors/jambs, sitework, exterior building walls, roof access ladder/hatch, louvers, scuppers, downspouts, cap flashing, rooms not in scope, overhead doors, window frames, window mullions & any prefinished materials
6. Any painting not specified above.

Pricing: **$17,374.31**
Tax/Add: **$295.36**

****This is being considered an MRRA (Maintenance, Repair, Replacement, and Alteration) Bid/Contract. Therefore, all sales tax is paid on materials at the point of purchase and is therefore absorbed into the contract amount quoted above. If this bid/contract, will be considered as a "Modification" by a prime contractor, please call us immediately so that we can adjust our pricing accordingly. Should we be awarded this type of contract, we will request form AZDOR Form 5005.** **Proposal by Michael Nightingale**

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

PHP Commercial Painting

2202 W. Lone Cactus Dr. #9 | Phoenix, Arizona 85027
P 623.900.4747 | F 623.322.4645
Licensed / Bonded / Insured ROC282670

Submitted to:	**Work to be performed at:**
Chase Building Team	City of Chandler Boys & Girls Club Renovation
5115 N Oracle Rd	300 E Chandler Blvd
Tucson, AZ 85704	Chandler, AZ 85225
Phone: 480-425-7777	**Date: March 20, 2025**
Email: lchan@chasse.us	**Attn: Lawrence Chan**

"The Fine Print"

1. Sales tax exempt "prime contractors" must provide a completed ADOR 5005 form or sales tax will be added to all pricing.
2. Above work to be performed as noted and completed in a workmanlike manner.
3. Past due payments will accrue a finance charge of 1.5% per month plus costs of collection and attorney fees should legal action be required.
4. All agreements are contingent upon strikes, accidents, or delays beyond our control.
5. This proposal will expire in 30 days unless agreed upon by both parties.
6. Insurance certificates requiring "Primary Non-Contributory', or 'Waiver of Subrogation' may be additional to this quote.
7. Performance and payment bonds are additional to this quote.
8. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate with a standard labor rate of $75 and a premium labor rate of $90 per man-hour + a material cost marked up 20%.

Agreement:

Respectfully Submitted _____ Date: _____

Michael Nightingale Cell: 602-680-9806 mike.nightingale@phppainting.com

---

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
Payments will be made as outlined above.

Signature _____ _____ Date: _____

ACCEPTANCE OF PROPOSAL

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

DIVISION INC.
AZ ROC# 307688

QUOTE

Customer Copy

Quote#	Qu-504214-null
Date	03-21-2025
Customer	Estimating
Project	City of Chandler Chandler Boys and Girls Club Renovation
Terms	

Sales Person Christopher Jacobs
Tel: +1 (623) 398-8121 .ext
cjacobs@inter-co.com

QUOTATION GOOD FOR 15 DAYS FROM ABOVE DATE

Washroom Accessories

1	1-1/4" Diameter Straight Grab Bar - 42"
1	1-1/4" Diameter Straight Grab Bar - 36"
1	1-1/4" Diameter Straight Grab Bar - 18"
1	Sanitary Napkin Disposal
1	Paper Towel Dispenser / Waste Receptacle
1	Seat-Cover Dispenser
1	Multi-Roll Toilet Tissue Dispenser
1	Bobrick - 294 2436 - 294 24x36 Two Position Tilt-Standard Glass
1	Manual Foam Soap Dispenser - Gray/White - 1250ML

Supply & Install **Total: $4,520.00**

Comments:

Washroom Accessories

The following terms and conditions shall apply to this transaction, irrespective of any term or condition in any other documentation to the contrary:

- The quoted price includes addendums issued up to Addendum # 0
- Taxes are not applicable for customers providing a completed tax exemption certificate. For customers that are final consumer or cannot provide an exemption certificate, Inter-Co will charge both the applicable Arizona state and county tax (point of purchase) to the purchase amount.
- For all credit card transactions of $2,500 and over Inter-Co will add a 3% processing fee to the quoted amount.
- This project has been priced as a single phase; the quoted price will increase if there is more than one trip to site required.
- Installation shall be completed by an installer who has been factory trained. Any installation completed by an installer who is not factory trained will invalidate the warranty provided by Inter-Co for the installation.
- Installation shall be completed during regular business hours; installation outside of regular business hours or weekends shall be subject to an additional charge.
- All accounts are C.O.D., unless credit has been approved in advance by Inter-Co. For C.O.D. customers payment in full must be made prior to delivery of material to site.
- The materials supplied for this project shall be subject only to the manufacturer's standard warranty. The installation shall be subject to Inter-Co's one (1) year standard warranty for installation, which warranty will be ineffective if your account is not on good standing.
- All quoted prices are subject to the addition of applicable taxes based on the type of work being completed and the applicable jurisdiction.
- In the event that Inter-Co is called to site for installation/field measurements prior to the site being ready, the customer shall be charged a remobilization fee of $1,250 prior to Inter-Co returning to site.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

QUOTATION

P.O. Box 14468 Phoenix, AZ 85063
Phone (602) 272-6754 •
www.beachproductsonline.com

PROJECT: **City of Chandler Chandler Boys and Girls Club Renovation**
300 East Chandler Blvd
Chandler, AZ

DATE: **03/26/2025**
REF NO.: **025448.CB**

STANDARD EXCLUSIONS:
Taxes, Bond, Backing, Caulking & Cut-Outs.

ACKNOWLEDGE 0 ADDENDUM

SCOPE OF WORK:

TOILET ACCESSORIES

BOBRICK

(1)	6806X18	18" GRAB BAR
(1)	6806X36	36" GRAB BAR
(1)	6806X42	42" GRAB BAR
(1)	B-3942	PAPER TOWEL DISPENSER W/ WASTE RECEPTACLE
(1)	B-2840	TOILET PAPER DISPENSER W/ SHELF
(1)	B-4221	TOILET SEAT COVER DISPENSER
(1)	1250 ml soap	SOAP DISPENSER
(1)	B-165 2436	24" X 36" CHANNEL FRAMED MIRROR
(1)	B-270	SANITARY NAPKIN DISPOSAL

FURNISH & INSTALL $1,595.00
ADD TAX $69.06

PARTITION DOOR HARDWARE & REINSTALL LABOR

ACCUTEC

(16) SELF CLOSING HINGE KITS
HINGE INSTALL LABOR
REINSTALL ACCESSORIES AT ADA COMPLIANCE

FURNISH & INSTALL $4,100.00
ADD TAX $110.42

**EXCLUSIONS:
**TAX TO BE ADDED ONLY IF REQUIRED

Payment to be made as follows: **NET 30 W/ APPROVED CREDIT**

Note: This proposal may be withdrawn by us if not accepted by: **04/25/2025**

S:\Estimating\Correspondence\Quotes\025448.CB.xls

Authorized Signature Craig Brazelton

AMERICAN WINDOW FILM
formerly SOLAR ART

PROPOSAL #1065468

Date	Mar 12, 2025
Rep	Brad Nelson
Install Date	
Installer(s)	
Project Name	City of Chandler Chandler Boys and Girls Club-CHASSE

JOB LOCATION

Lawrence Chan (CHASSE Building Team)
300 East Chandler Boulevard, Chandler, AZ 85225
lchan@chasse.us
Work: (323) 350-7034

BILLING TO

Lawrence Chan (CHASSE Building Team)
230 S Siesta Lane, Tempe, AZ 85288
lchan@chasse.us
Work: (323) 350-7034

TERMS

External Installations - adverse weather conditions including sun exposure, wind above 6mph, and heat in excess of 110F may result in exterior jobs being rescheduled to preserve the quality of the installation and the safety of our team.

Minimum job size per trip is $500 ($600 for security film).

A $200 trip charge will be applied for any jobs with less than a 24 hour notice of cancellation or that can't be completed when scheduled.

No removal of old film included unless specifically mentioned.

We require 3 feet in front of the glass for access.

OPTION 1

105A Teen Room N Wall
Install on Exterior; Edge Ultraview 25

	SIZE (WxH)	QTY
Edge - Ultra View 25	68 x 20	2
Edge - Ultra View 25	20 x 74	1

OPTION 1			
105A Teen Room N Wall ***Install on Exterior; Edge Ultraview 25***	**SIZE (WxH)**	**QTY**	
GRAND TOTAL		**3**	**$540.00**

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

SunDanser Statewide, LLC
4925 W BELL ROAD
STE C6
GLENDALE, AZ 85308
UNITED STATES

Voice: 602 375-2500
Fax: 602-375-2549

PROPOSAL

Proposal Number: 2232
Proposal Date: Mar 12, 2025
Complete By: Mar 12, 2025
Page: 1

To:
CHASSE BUILDING TEAM 230 S SIESTA LN TEMPE, AZ 85288

Ship To:
CHASE BUILDING TEAM 230 S SIESTA LN TEMPE, AZ 85288

Customer ID	PO Number	Sales Rep Name
CHASSE BUILDING TEAM		
Customer Contact	**Shipping Method**	**Payment Terms**
	Courier	Net Due

Quantity	Item	Description	Unit Price	Amount
1.00		INSTALL SOLYX BLACK-OUT FILM ON ONE DOOR AND 2 WINDOWS IN TEEN CENTER 105A	425.00	425.00
		Subtotal		425.00
		Sales Tax		23.80
		Freight		0.00
		TOTAL PROPOSAL AMOUNT		**448.80**

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

InteriorTek Inc

Springs Window Fashions Blinds & Shades,
Draper Motorized & Manual Shades,
Cubicle Curtains & Track, Specialty Draperies
www.Interior-Tek.com Victoria@Interior-Tek.com
Alaska, Washington and Arizona
Phoenix 602-697-3441
Seattle 206-223-1973
Texas 512-987-5553
InteriorTek Inc, WBE SBE WOSB & HUB

March 20th, 2025

Attn: **Estimating**

Price Quote for: Chandler Boys and Girls Club renovation

Division: 12- Window Treatment/ Motorized Roller Shades

Draper Motorized Roller shades per spec. RS-1 on A-211
- Somfy RS485 Sonesse Motors- Data Cable Ready
- Phifer SW2500 1% Open Fabric
- Snaploc Fascia
- Controllers / Dry Contacts by Others (3Rd party)
- 3 Units

Delivered and installed no tax included: $3,535.00

Notes: 120V J Boxes, connections and all LV cabling and connections by others.

For questions regarding this bid, please contact **Victoria** at InteriorTek.
*mfg is noticing dealers of possible 2% add on to pricing due to "unknow tariff amounts"

Our quotes are valid for 45 days from bid date. Please email or fax your intent to purchase and we will hold our quoted amount.

License #
Arizona: ROC133315
Washington: INTERI*991D2
InteriorTek is WOSB

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

MOUNTAIN STATES DRAPERY, INC
ROC 167480

Call: 623-374-967/ temp
PO Box 1520
Black Canyon, AZ 85324-1520

QUOTE SHEET

JOB # 25031802
PG# 1 of 1 PGS

Date: WED MAR 2025

Submit To: LAWRENCE CHAN PH# FX#

CO CHASSE BLDG TEAM Job Name City of CHNDLR BOYS & GIRLS CLUB

Adrs Location 300 E CHNDLR BLVD, 85225

JOB PH# LEAD Delivery Time 4-6 WKS FROM MEASURE/ORDER/ MAT'LS RCPT/ASAP; EXCL HOLIDAYS.

DESCRIPTION:

SECTION 122413 - ROLLER WINDOW SHADES
by MechoSystems®

To Furnish & Install -
Three (3) IQ2+ Electro2 Motorized MechoShade® Brand Roller Shades using ThermoVeil Series 1700-1% Fabric, Shades as wall-mounted with Fascia at Two (2) North Windows and One (1) North Door includes Low Voltage Wall Switch: $ 4175.00

[Materials $3667 | Labor $508] Tax, ADD: 232.85

if using TEXTURA CPM, ADD: 10.00

NOTE: ALL WIRING BY OTHERS; EXTRA MATERIALS AND/OR MOCK-UPS - NIC.

Thanks,

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this quote. All agreements contingent upon strikes, accident or delays beyond our control. This quotation subject to acceptance within 60 days and is void thereafter at the option of undersigned.

Authorized Signature: Steve for Jerry Priest jm

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

ACCEPTED BY: _____ Purchase Order# _____

DATE: _____

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Royal Textile Products SW, LLC.

Formal Project Bid

14447 S. 43rd Place, Phoenix 85044 Phone: 678-591-5888 Submitted on: **3/20/2025** Bid Date: **3 /20/2025**

Projects Name **City of Chandler Chandler Boys and Girls Club Renovation**

Recently Completed Contracts

Legacy Avondale
Legacy Mesa Library1
Legacy Deer Valley Library
Project Radiology Prescott
Merrill Gardens at Anthem Ph 2
Merrill Gardens at Anthem

Project Address: 300 East Chandler Boulevard
City, State, Zip: Chandler AZ 85225
Job Type:
Bid Type:
Specification Section:

Submitted by: Estimating.RTPSW@Gmail.co Estimating.RTPSW@Gmail.com
Addendum: None

Sales Tax Included:	No	License:	AZ. ROC 311440
Commercial Insurance:	Yes	EIN Number:	47-4922064
Davis Bacon Wages:	No	MC Air Quality:	SC0801033
Extra Materials:	N/A	Certifications:	SBE, WBE, DBE
Local Back-up Stock:	Custom Products		

Note: Blinds or Shades will be WCMA A100.1-2018 compliant. **Pricing good for 120 Days.**

In many cases the scope of Window Treatments for a project are not mentioned in the Specifications or on the Plans. Royal Textile Products, SW has taken a reasonable guess at the Window Treatment Scope. If the scope presented here is incorrect please contact us for a re-bid. Thank You.

Pricing Summary:

Please add the applicable amounts together.

Special Notes:

**MechoShades are called out in the Spec. Royal Textile Products SW is not a MechoShade Dealer. Royal Textile Products is offering a comparable Draper product.
**Headbox not quoted. Available at additional cost.

Products and Quantities:

* Price Includes all Required Fasteners and Tools and Equipment for Proper Installation.
* Support Backing, Electrical Wiring, and Materials by Others where applicable.

Option 1
*** EXT. Windows / Product: Draper / Manual Roller Shades ***
*** Draper / Manual Clutch Flexshade Style CLN *** Metal Fascia with Brackets Small 3-7/8 inch or Large 4-5/8 inch. Bracket endcaps, chain drive. Fabric Mermet E Screen 3%.
Quantity: 3 Price includes 2 Trip(s) for Field Measures and Installation Additional Trips $200.00
Sub Price : $1,445.00

Option 2
*** EXT. Windows / Product: Draper / Manual Roller Shades ***
*** Draper / Manual Clutch Flexshade Style CLN *** Metal Fascia with Brackets Small 3-7/8 inch or Large 4-5/8 inch. Bracket endcaps, chain drive. Fabric Mermet E Screen 3%.
Quantity: 1 Price includes Trip(s) for Field Measures and Installation Additional Trips $200.00
Sub Price : $355.00

Option 2
*** EXT. Windows / Product: Draper / Electric Roller Shades ***
*** Draper / Motorized Flexshade Style MO RTS *** Brackets Small 3-7/8 inch or Large 4-5/8 inch with Endcaps, RTS Motor, drive left or right, Nema Plug. Fabric Mermet E Screen 3% transparency.
Quantity: 2 Price includes 2 Trip(s) for Field Measures and Installation Additional Trips $200.00

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Royal Textile Products SW, LLC.

Formal Project Bid

14447 S. 43rd Place, Phoenix 85044 Phone: 678-591-5888 Submitted on: **3/20/2025** Bid Date: **3 /20/2025**

Projects Name **City of Chandler Chandler Boys and Girls Club Renovation**

Sub Price : $2,720.00

Option 1: Manual Roller Shades
Total Price Installed: $1,445.00

Option 2: Manual Roller Shade (Door) & Electric Shades
Total Price Installed: $3,075.00

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Metro Fire+Security
63 S Hamilton Place
Gilbert, AZ 85233
480.464.0509

EQUIPPED+READY™

Locations
Prescott, AZ
Las Vegas, NV
Gilbert, AZ
Tucson, AZ
Las Cruces, NM
Phoenix, AZ
Emeryville, CA
El Paso, TX

FIRE SPRINKLER PROPOSAL

Prepared For:

CHASSE Building Team
230 South Siesta Lane
Tempe, Az, 85288

Project Location:

City of Chandler Boys & Girls Club Renovation
300 East Chandler Blvd
Chandler, Az, 85225.

Attention:	Lawrance Chan	Proposal Number:	QM16726
Phone:	323-350-7034	Proposal Date:	3/20/2025
Email:	lchan@chasse.us	Please Remit to:	Heidi.noah@metrofireaz.com

Payment Terms: Monthly Progress Payments, Net 30 Days

Proposal Summary

Fire sprinkler system modification per NFPA 13. Add sprinkler heads as needed for new tenant improvement.

- This price covers up to (2) inspections. Additional inspections will be a Change Order.

* Price includes all M-F daytime labor, materials, engineered drawings, fire permit with authority having jurisdiction (AHJ), testing, and final inspection with AHJ to close out the permit.

* Fire sprinkler drawings to be submitted to the AHJ for permit prior to the commencement of any work.

Installed Price Subtotal	$	9,352.84
Tax	$	0.00
Total	$	9,352.84

Add/Alternates

After hours/weekend labor premium: (if needed)

Proposal Number: QM16726

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

ADANAC FIRE PROTECTION, INC.

EST. 1988

FIRE SPRINKLER PROPOSAL

Date: March 18, 2025

Contractor: CHASSE Building Team

Project: City of Chandler Boys and Girls Club
300 E Chandler Blvd
Chandler, AZ 85225

Adanac Fire Protection, Inc. is pleased to offer for your consideration the following proposal to modify an existing automatic fire protection system for the above referenced project. All work is guaranteed for 1 year and shall meet or exceed N.F.P.A. Standards. The system will be based upon the recommendations put forth by the National Fire Protection Association and the requirements of the City of Chandler.

Proposal Criteria: Adanac will provide design, materials, and labor necessary to modify an approved fire sprinkler system for the above referenced project.

Exclusions:

1. Fire extinguishers.
2. Fire caulking (except our work)
3. Electrical connections and fire alarm supervision.
4. Prevailing wages.
5. Seismic upgrades.
6. Painting
7. Demo or relocation of lines or mains due to structural or mechanical upgrades.
8. Changes to existing system density.
9. Existing system deficiencies.

Proposal Amount:	**Fifteen thousand four hundred dollars**	**($15,400.00)**
Teen Center:	**Eight thousand dollars**	**($8,000.00)**
Bathroom:	**One thousand nine hundred dollars**	**($1,900.00)**
Lobby:	**Five thousand five hundred dollars**	**($5,500.00)**

Inclusions:

1. Add or relocate fire sprinklers from existing 1” openings to facilitate the installation or relocation of framing, walls and/or ceilings within the work area. Work areas will be (1) Bathroom, Lobby, and Teen Center
2. Plans and permits.
3. All work is to be performed during regular hours.
4. Includes all lifts and equipment needed for installation.
5. System density shall remain as existing.
6. The bid is per plans by DFDG Architecture. Dated 3/3/25.

Monthly progress payment in amount equal to the material and labors performed during the preceding month due 30 days from receipt of invoice. Any alterations or deviation from the above specifications involving extra cost of material or labor will only be executed upon written order for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. A finance charge of 1.5% per month will be charged to all past due accounts. This proposal is subject to change in ninety days. We reserve the right to charge all legal fees and court costs applicable to collection. If the above proposal meets with your approval, please sign in the space provided below and return one signed copy to our office as soon as possible.

Accepted By: _____

Date: _____

Submitted: *Nick Wardstrom*

ADANAC FIRE PROTECTION, INC.
Nick Wardstrom

396 RAILROAD COURT, MILPITAS, CA 95035 LIC. #533481 4607 S. 35TH STREET, PHOENIX, AZ. 85040 ROC342647
PHONE 408-262-0400 FAX 408-262-0403 PHONE 480-712-2685 DIRECT 925-522-9414
EMAIL nick@adanacfire.com

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

COMPLETE FIRE PROTECTION

19415 E. Germann Rd.
Queen Creek, AZ 85142

Phone: 480-987-8200
Email: estimating@completefireaz.com
ROC #275620 CR-16

Proposal

Tenant Improvement

Proposal# 25-515 3/21/2025

Project

City of Chandler Boys & Girls Club Reno
300 E. Chandler Blvd.
Chandler, AZ 85225

Complete Fire Protection Inc. proposes to furnish labor, materials, and equipment necessary to modify the wet pipe fire sprinkler system in the above referenced building. This proposal is based on the assumption that the existing system is capable of supporting the additional sprinklers for this leased space as is. Existing lines & mains to remain in current location.

THIS PROPOSAL SHALL INCLUDE THE FOLLOWING:

Design / Engineering / Permit
1 - Make safe mobilization
New piping @ classroom area on G110
Pendent sprinkler heads throughout reflective ceiling
Testing / Inspections

THIS PROPOSAL SHALL EXCLUDE THE FOLLOWING:

3rd party review fees
Acoustical sealants
Any and all additional work involving fire sprinklers
Painting of pipe including but not limited to protection of sprinkler heads
Any & all shut off fees
Custom Colors

Should additional work involving sprinklers be required, it would be charged on a change order basis.

All work shall be performed during standard business hours. Any overtime work will be an extra to the contract.

All work shall be installed in accordance with the regulations of the National Fire Protection Association and subject to the inspection and approval of the Authority Having Jurisdiction.

BASE BID: $13,765.00 (thirteen thousand seven hundred sixty five dollars)

Estimator Signature: _____
Steve Casterton

Contractor Signature: _____

THE OFFERING OF A PROPOSAL DOES NOT IMPLY THAT A CONTRACT TO PERFORM THE ABOVE MENTIONED SERVICES WILL BE EXECUTED. ACCEPTANCE OF ALL CONTRACTUAL OBLIGATIONS ARE SUBJECT TO SCOPE REVIEW, PROJECT SCHEDULING, AND CURRENT COST EVALUATIONS.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

1220 W Geneva Drive
Tempe, AZ 85282
Ph (480) 894-8711
Fax (480) 894-8740
C-16 Commercial 99074
R-16 Residential 99056

NATIONAL FIRE & SAFETY

March 20, 2025

Chasse Builders
Attn: Katheryn Chavez
Email: kchavez@chasse.us

Project: City of Chandler Boys & Girls Club
300 E Chandler Blvd
Chandler, AZ 85225

Plans Dated: 3/3/2025

We are pleased to submit the following Proposal to furnish, install, add, and relocate sprinkler heads to accommodate the new floor layout and reflected ceiling plan in accordance with current NFPA Standards and local codes. The existing system must meet current NFPA 13 and local code requirements:

Price	.....	$5,600.00
Tax	.....	$ 180.00
Total	Five Thousand Seven Hundred Eighty Dollars and 00/100	$5,780.00

This Proposal is valid for thirty (30) days and carries a one (1) year warranty upon completion and is based upon the following.

CLARIFICATIONS:

Unless expressly stated in writing on the applicable order form in the Scope of Work, Client incurs all costs and charges associated with:

- Price does not include additional labor to fill sprinkler systems from a temporary water supply, including fire hydrant.
- The existing system must be operational and adequate to handle any and all adds and/or relocations.
- Existing system to meet all NFPA 13, 25 and local codes.
- Price does not include necessary overtime to meet an accelerated schedule.
- The City of Chandler requires approved Drawings and Permits to be on site prior to RCI Systems beginning any work.
- Our estimated design time is 10 working days and the City of Chandler plan review is approximately 30 working days.
- General Contractor and/or Architect providing files in AutoCAD format required for fire protection shop drawing preparation.
- Price based upon adds and relocates for new walls only; all other heads to remain as is.
- The fire sprinkler water will be drained on site; there are no contingencies for offsite disposal of the fire sprinkler water included in this price.
- We are using material per NFPA Standards, and we have no knowledge of any restrictions or limitations to material to be used on this project.
- It is the responsibility of the Owner or General Contractor to warrant the work area is free of hazardous materials of any sort (asbestos, lead, etc.). RCI Systems will not be responsible for any testing, fines, or penalties. RCI Systems will require verification prior to working on site.
- Upon proposal acceptance, a Prime Contractor's Certificate (AZ FORM 5005) will be **required** for our records.
- Three (3) areas included in this proposal; lobby, bathrooms and teen center.

EXCLUSIONS: Any and all electrical and alarm wiring; painting; alarms; premium time; tax; hydraulic calculations; fire extinguishers and cabinets, hose valve cabinets; cutting or patching, demo and make safe, painting or preparation for painting of piping; hood or cooking equipment protection; pipe ID/Tags on sprinkler pipes; relocation of feed mains, cross mains and/or branch lines due to conflicts with other trades and ceiling elevations; FM Global requirements; fire and sound caulking; pre-action system; testing and treatment of water supply whether new or existing for M.I.C. or other contaminants; temporary power by others; providing hydraulic calculation plate at existing fire riser; fire hose valves; fire pump system; FARS (Fire Fighter Air Replenishing System); shut down fees, flex heads; design that exceeds NFPA standards unless noted otherwise, plans, permits, P.E. Stamp, in rack sprinklers, back flow preventers.

TERMS: Progress Billings; Net 30 days.

Respectfully submitted,

Dan Williams
Sales/Project Manager

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

RYAN MECHANICAL COMPANY
1325 N. Mondel Drive • Gilbert, Arizona 85233 (480) 497-4526 • FAX (480) 497-4527
C-37R 098919 • L-37 080516 • L-39 097541
www.ryanmechanical.com

March 20th, 2025
A PLUMBING Proposal For
City of Chandler, Boys & Girls Club Renovation

Below please find our price for the above listed project. We are providing this bid to insure that you have coverage. Please contact us to review scheduling before awarding this project

PROVIDE & INSTALL: **ADDENDA:** none

1) Demo.
2) All plumbing, piping, & fixtures per plan & spec.

TOTAL PRICE…….. $39,848.00

Bond= + 1.5%

EXCLUSIONS:

1) Permits, fees, taxes & bond.
2) Sawcut/removal/pourback, (add $5,800.00)
3) Gutter Drains, Scuppers, or Downspouts.
4) **Night Work 5:00PM-3:00AM, (We have early mornings for demolition/noisy work). We cannot do night work at this time.**
5) Material Sales Tax, (add $2,989.00).
6) Mechanical/HVAC/Condensates/Fire Risers/Cooler Drains/Meters.
7) Site Work, Civil Work, Utility Relocation, Rock/Caliche Excavation, Temporary water, Imported Fills or Spoils Removal

Sincerely,

Joseph P. Ryan
RYAN MECHANICAL CO.
joe@ryanmechanical.com

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Universal Piping LLC

1925 West Adobe Drive
Phoenix, Arizona 85027
Phone (623) 516-1000
Fax (623) 516-1619
License No. 163653

DATE: 3/20/2025

ATTN: Lawrence

PROJECT City of Chandler B&G Club

GC: CHASSE

We proposed to furnish material and labor per plans and specs to complete the above referenced project. Unless otherwise noted below.

NOTE-DUE TO THE CURRENT MARKET, THE BELOW PRICING IS STRICTLY BASE ON TODAY'S BUYOUT PRICING ONLY & IS VALID FORE 30 DAYS

Included:		Excluded:	
✔	Waste & Vent		Waste & Vent
✔	Water Piping		Water Piping
	Gas Piping	✔	Gas Piping
	Roof Drains	✔	Roof Drains
	Backflow preventer on P sheets only	✔	Backflow preventer on P sheets only
	Condensate on P sheets only	✔	Condensate on P sheets only
✔	Saw Cutting		Saw Cutting
	Patch of Concrete or Asphalt	✔	Patch of Concrete or Asphalt
	Debris Removal	✔	Debris Removal
	Air Line	✔	Air Line
	Trench Drain	✔	Trench Drain
	Grease Trap	✔	Grease Trap
	Core Drilling	✔	Core Drilling
	Sand/Oil Trap	✔	Sand/Oil Trap
✔	Plumbing Fixtures		Plumbing Fixtures

BID PRICE: $ 40,700.00

STANDARD EXCLUSIONS: BOND, FEES AND PERMITS

WC & LAV $10,600 SK $6,500 SHEET A-200 ADA UGRADES $23,700

**PLEASE Note: Due to the constantly increasing costs, material prices will be subject to review at contract signing.

Thank you,

Marlowe Snyder
Vice President

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

CNJ Services, LLC
2222 W Parkside Ln
Suite 113
Phoenix, AZ 85027

Phone: (623) 399-8569
Fax: (623) 466-6851
george@cnjservices.com
www.cnjservices.com

Bill to
Chasse Building Team
230 S Siesta Lane
Tempe, AZ 85281

Ship to
City of Chandler Boys and Girls Club
300 E. Chandler Blvd
Chnadler, AZ 85255

Quote #: q4557

Quote Date: 3/24/2025

Quote Expiration Date: 4/23/2025

Item	Description	Quantity	Price	Amount
Custom Labor	Demo and make safe Run 17' of PVC for sanitary sewer Run 30' of CI for above ground waste and vent Run 42' of Type L copper for cold water supply Provide and install WC-1 American Standard 2234.001 Floor Mounted Toilet LV-1 American Standard Lucerne 0355.012 Wall hung lav with Chicago Faucet 3501-E2805ABCP SK-1 Elkay LR3722 with Chicago Faucet 786-245ABCP	1	$22,449.00	$22,449.00

Subtotal:	$22,449.00
Tax:	$0.00
Total:	$22,449.00
Payments:	$0.00

Authorization

I hereby authorize CNJ Services, LLC to complete the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

CAMS
CORPORATE AIR
MECHANICAL SERVICES
PO Box 42027
Phoenix, AZ 85080
Phone (602) 331-5455 Fax (602) 331-5458

Quotation

DATE March 20, 2025
Quotation # 1751

Chasse Building Team
230 S. Siesta Lane
Tempe, AZ 85281

Project:
City of Chandler Boys and Girls Club Renovation
300 E. Chandler Blvd
Chandler, AZ 85225

Description of Work
(1) New Carrier heat pump
(26) Titus air devices
Demo per plans
A/C Roof curb insulation per detail
(1) Filter change on (5) existing A/C and (1) new
Certified air balance of (6) heat pumps and (1) EF
1-Year warranty
All ductwork and ductwork insulation per plans and specs
Install (1) duct detector furnished
Add For 50' Condensate Not Shown On M Sheets: $1,700.00

TOTAL $ 78,676.00

Per plans & specifications. Excludes taxes, bonds,relocate of EMS, condensate, roof framing and patching, general sheet metal, EMS, permits and all other items beyond the scope of work, as outlined in this proposal. This quote is valid for (30) thirty days.

Dan GoBell

Dan GoBell
Project Manager
Corporate Air Mechanical Services, Inc.

Approval

Date

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

3/20/2025

PROJECT: City of Chandler Boys & Girls Club Renovation

300 East Chandler Boulevard, Chandler, AZ 85225

CLARIFICATIONS:

- Advanced Mechanical Arizona will meet the required insurance limits for this project.
- Advanced Mechanical Arizona will follow GCs safety and site rules.
- Onsite fulltime, qualified supervisor while HVAC work is performed and during coordination meetings.
- Trash generated by Advanced Mechanical Arizona crew will be removed and disposed using dumpster provided by GC. (daily)
- General Contractor shall provide Sub-Contractor monthly at a minimum or more often with any Material changes, a full CPM schedule showing P & S as built through the date of payment.

HVAC:

1) Setup and prepare jobsite.
2) Furnish and install all ductwork shown on drawings.
3) Furnish and install all grilles/registers/diffusers as shown on drawings.
4) Furnish and install **Carrier** heat pumps as shown on drawings with standalone controls.
5) Relocate existing temp sensor as shown on drawings.
6) Demo of existing ductwork/diffusers as shown on drawings.
7) Hoisting and Rigging
8) Startup
9) TAB by third party contractor
10) 1 year warranty does not include existing equipment.
11) Date of substantial completion on all equipment and material provided by Advanced Mechanical Arizona under the condition that all equipment is maintained as per manufacturer recommendation.

HVAC Pricing: $96,535.00 TAX NOT INCLUDED

**** This quote reflects the latest industry costs on all equipment & materials per our local vendors. If any tariffs, duties, or similar government-imposed charges, affect the products or services outlined in this proposal prior to equipment shipment or the completion of the services, those costs will be added as a surcharge****

Advanced HVAC Arizona
21639 N. 14TH AVE.
Phoenix, AZ 85027
estimating@advancedmechaz.com

Proposal is only valid for 30 Days

This is not a binding contract

Office (623)535-5905

AZ ROC178935
WA GRZKCGR912QQ
CA 898687
NW 396625
NV 0072983

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

PROPOSAL EXCLUSIONS:

1) Permits
2) Seismic restraints
3) Condensate piping
4) Davis Bacon wage rates
5) Fire Stopping
6) Controls by others.
7) Starters/VFD's
8) Bim
9) Screen walls
10) Duct cleaning
11) Cleaning and painting of diffusers/registers
12) Warranty of existing materials and equipment
13) Warranty of owner supplied equipment.
14) Any Scanning, X-Ray, Boring Walls, Core drilling
15) Any Patching, Repair or Replacement of Roof, Walls, Subfloors
16) Concrete Equipment Pads
17) Primer and/or Painting of any kind
18) Fire & Fire/Smoke damper Certification
19) High Voltage Electrical Wiring
20) Electrical Conduit.
21) System Commissioning
22) Night, Overtime, or Holiday Labor
23) Any Items, Equipment or Manufacture Not Specifically Mentioned Under Proposal Inclusions

Respectfully,
Advanced Mechanical Arizona
Estimating Dept.

_____ DATE: _____

Acceptance of HVAC Proposal

**** This quote reflects the latest industry costs on all equipment & materials per our local vendors. If any tariffs, duties, or similar government-imposed charges, affect the products or services outlined in this proposal prior to equipment shipment or the completion of the services, those costs will be added as a surcharge****

Advanced HVAC Arizona
21639 N. 14TH AVE.
Phoenix, AZ 85027
estimating@advancedmechaz.com

Proposal is only valid for 30 Days

This is not a binding contract

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NW 396625
NV 0072983

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Date:5/21/2025 REV 1 * Per 'M Sheets' dated

Job Name: Chandler Boys and Girls Club

Address: 300 E Chandler Blvd

Attn: Chasse Building Team

Project Inclusions:

1. Furnish and install (1) RTU Heat Pump
2. Furnish and install duct and air devices per plans
3. Install (1) fire protection provided duct detector with wire for shut down.
4. Furnish and Install (1) new 7-day programable t-stat.
5. Relocate (1) existing t-stat
6. Provide a certified air balance report

Project Exclusions:

Unless otherwise stated herein, any work not described above, Working through grid, Commissioning, Bonds, permits, inspection fees, City or County fees, Sales Tax, Overtime labor, night labor, weekend, or shift labor, Multiple trips for start-up, Cutting/coring the roof, walls, ceiling, or floors. Structural supports, framing, roofing, roof repairs, concrete repairs, drywall repairs, painting, finishes. BMS Controls, sensors, or switches. Line voltage/high voltage electrical conduit. Any deviations between this proposal and the contract award will default back to the specifications and pricing as stated in this proposal unless otherwise approved by both the buyer and seller through a change order.

Terms: Monthly progress payments. Pricing valid for 30 days. Standard 1-year warranty on parts/workmanship.

Proposal Total	**$ 73,500**
(If applicable) Tax on Materials	**$ 1,285**
(If applicable) TEXTURA Fees	**$ 1,617**

Thank you for the opportunity to bid on this Project. Should you have any questions regarding pricing, scope of work, or quantities quoted, please contact Henry Lozano at (480) 813-8888 or henry@bphvac.com to discuss in detail.

BP MECHANICAL, LLC **75 W. BASELINE ROAD STE 18, GILBERT, AZ 85233** **ROC 295114**
OFFICE: 480-813-8888 FAX: 480-539-4444
EMAIL: EST@BPHVAC.COM

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

EMCOR Services
Mesa Energy

5/22/2025 **Quote ID PHX25-0683**

Client

Chasse

Jobsite
CoC Boys Girls Club RTU
Chandler, AZ 85225

Mesa Energy Systems, Inc., (dba EMCOR Services Mesa Energy) is pleased to submit the following scope of work according to CD Project Number PHX25-0683 dated, 5/22/2025 for CoC Boys Girls Club RTU located at 300 East Chandler Boulevard, Chandler, AZ 85225.

Front End Software

- Provide modification to existing front end for additional unit
- Provide labor for (4) hours of Training
- Provide Labor for submittals, integration, programming and graphics

New Heat Pump Unit

- Provide and install new LONworks controller
- Provide and install new zone temperature sensor
- Provide and install new relay for supply fan control
- Provide and install new current sensor for fan status
- Provide and install new relay for 2-stage compressor control
- Provide and install new relay for reversing valve control
- Provide connection to new damper actuator for economizer control (OEM provided)
- Provide and install new supply air temperature sensor
- Provide and install miscellaneous hardware, control cable and wire
- Provide labor to create submittals, programming, graphics and point to point checkout

Existing Unit Temperature Sensor

- Remove and relocate existing temperature sensor
- Provide and install miscellaneous hardware, control cable and wire
- Provide labor to create submittals, programming, graphics and point to point checkout

Net Delivery... $10,494.00

The price set forth herein is guaranteed for a period of 30 days from the date of this proposal. Mesa Energy Systems, Inc. thereafter reserves the right to increase the price to reflect the then-current price. The pricing in this proposal is guaranteed only for such time, and Mesa Energy Systems, Inc.'s customer assumes the risk of any price increases thereafter. If customer fails to sign this proposal timely, this proposal shall be deemed void, withdrawn, and canceled.

Exclusions:

- Should upon performance of the above, it be noted that any additional labor and materials are required to place the equipment in proper operational order, you will be notified, and your approval obtained prior to proceeding with any additional work.
- Additional parts and labor
- Repairs to existing communication or network issues
- T.A.B.
- Overtime and afterhours labor
- Anything not specifically described in the scope above

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Exclusions:

- Should upon performance of the above, it be noted that any additional labor and materials are required to place the equipment in proper operational order, you will be notified, and your approval obtained prior to proceeding with any additional work.
- Additional parts and labor
- Repairs to existing communication or network issues
- T.A.B.
- Overtime and afterhours labor
- Anything not specifically described in the scope above

Terms & Conditions: The Terms and Conditions attached hereto are incorporated into this agreement.

Please contact me at {Account Manager Phone Number} or email me at **{Account Manager Email}** should you have any questions or like additional information on how Mesa Energy Systems, Inc. may serve you.

Sincerely,

Fady Koriny

Fady Koriny
Sr Account Manager
Mesa Energy Systems, Inc.
dba EMCOR Services Arizona

Customer Acceptance
Signature:
Print Name:
Title:
Date:

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

WELCH COMPANIES, INC.

Chandler, AZ 85224
Phone (480) 446-9700

Small Woman Owned Business ISBEE Buy Indian
UEID: RZF7AJZCBL62, SBE, DBE, WOSB, MBE
ROC 141104 C-11

20-Mar-25
24-Mar-25 Breakout needed
6-May-25 Alternate Lighting

Chandler Boys and Girl Club

Per plansheets: E000 thru E501 [7 sheets] dated: 06-07-24 Permit Submission 03.03.2025 No Revisions

Note: Bid is conditioned on a mutually accepted contract. In order to properly perform our scope of work and to help ensure the successful completion of this project we require two sets of plans, specifications and electronic media.

→ ***INCLUSIONS***
NIC ***EXCLUSIONS***

ELECTRICAL DEMOLITION:

→ Demo and remove fixtures and devices

UTILITIES ELECTRICAL [NIC]

UTILITIES ELECTRICAL [NIC]

SITE ELECTRICAL [NIC]

DISTRIBUTION & LIGHTING

→ Conduit & wire per drawings.
→ Add breakers in existing panel H3
→ Light Fixtures per schedule and subject to approval.
→ Saw cut and patch for floor boxes
→ Relocate Control for down gate
→ HPZ1 disconnect and fuses.
→ Existing HVAC and circuits to remain
NIC HVAC Control/ EMS conduit, wiring, terminations.

SPECIAL SYSTEMS

NIC TeleData System.
→ Tel/Data Backboxes and 3/4" Conduit Stub-up.
NIC Fire Alarm System.
→ Relocate 120v power for FACP
NIC Fire alarm Backboxes and 3/4" Conduit Stub-up.
NIC Smoke Duct detector.
NIC Security / Card readers.
→ Provide back box for alarm key pad
→ Security Backboxes and 3/4" Conduit Stub-up.
NIC Relocate key Pad
NIC Lightning Protection.

GENERAL ELECTRICAL CONDITIONS

NIC Testing.
NIC SES/Housekeeping/Generator pads.
NIC Electrical Trenching/Backfill/Compaction.
NIC Hard dig rates, off site spoils removal, compaction testing.
NIC Rebar, Concrete or Slurry backfill
NIC Survey & final grades, traffic control, trench plates.
NIC Private underground detections.
NIC Pole bases, caissons & rebar cages.
NIC Saw Cutting & Core Drilling of Asphalt & Concrete.
NIC Concrete & Asphalt, X-ray, Ground Penetrating Radar(GPR).
NIC Painting & Patching of Asphalt and Concrete.
NIC Back Blocking, access panels, penetrations/seals, hanger wires.
NIC Temporary power & Lighting.
NIC Utility & Engineering Drawings Permits & Fees.
NIC Material Taxes.
NIC Bonds & Permits.
→ Normal working hours.
NIC Prevailing Wage Scale.
→ Trash removal to onsite dumpster provided by others.
→ Warranty 1 year on workmanship.
→ **DRAWING EXCLUSIONS**

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6-May-25

WELCH COMPANIES, INC.

Chandler Boys and Girl Club

Increase material cost during project will be pass on to owner.
Long lead and special items payment will be needed before ordering

ITEMS SUBJECT TO GOVERNMENTAL TARIFFS EFFECTIVE ON OR AFTER QUOTATION WILL BE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS OTHERWISE SPECIFIED.

All pricing is subject to increases from our suppliers that could change daily, weekly or monthly.
Welch Companies has no control over the suppliers price increases or shipments.

Breakouts shown only for accounting purposes only.
Pricing based as all breakouts being awarded as one complete project.
If any portion is deleted or awarded as a separate contract, pricing will need be adjusted.

Lobby:	*$71,341.00*
Teen Center:	*$115,236.00*
Restroom:	*$971.00*
TOTAL:	*$187,548.00*

Commodities to be order only after approved submittals, shipping times are estimated only, not guarantee.

Fixtures: *Pricing valid until 4/2/25 due to Tariffs*
Fixtures: *See attached RC Lurie sheet*

Sincerely,
Welch Companies INC.

David Mishoe
Estimator Ph (480)446-9700 ext. 107
davidmishoe@welchcompanies.com

All Prices quoted are valid for 15 days from the date of stated on the quotation

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Community / Dependability / Innovation / Positivity / Quality / Safety
O:602.437.3088 4640 E McDowell RD. Phoenix, AZ 85008 www.cseci.com
AZ ROC C-1168029 AZ ROC R-11 CA C-10-588482

Date: 20 March 2025
Job ID: 2025033

RE:BOYS & GIRLS CLUB RENOVATION

Canyon State Electric is pleased to offer the following pricing for this project:

Project Description Summary:

Architect	DFDG Architecture
Engineer	Energy Systems Design, Inc.
Project Location	Chandler
Project Type	Renovation
Construction Type	V-B
Drawing Set	Permit Submission
Drawing Set Date	03/03/2025
Total Gross Square Footage	5,094 SF

Proposal Type: Electrical

Plans & Specs
Pricing is based on current market conditions.
Pricing is subject to escalation in market conditions.
Pricing is valid for 15 working days from the above date.

For the Sum of $161,150.00

Pricing Summary: included in pricing above

Lighting & Lighting Controls	$81,390.00

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

TEKLINE™
ELECTRICAL SERVICES

May 21, 2025

Chasse Building Team
230 South Siesta Lane
Tempe, AZ 85288

Attn: Lawrence Chan

SUBJECT: **City of Chandler Boys and Girls Club Renovation**
ELECTRICAL PROPOSAL

We are pleased to offer you the following proposal:

Documents

- Drawings dated: 2/17/2025
- Specifications on drawings

Scope of Work

- Light Fixtures and branch circuiting
- Lighting control as shown on the drawings
- Devices and branch circuitry
- Power wiring and connection of HVAC equipment
- FACP Relocation
- Electrical Demo
- Temp Lighting for project scope areas
- Overhead conduit for lighting system/INV through existing space
- Box, stubs and pull string only for low voltage systems
- Per plans and specifications
- Proposal good for 10 days

Exclusions

- Utility company charges
- Sales Taxes on materials
- Traffic control, permits & barricades
- Participation in a LEEDS type program
- Hoisting or lifting
- Furnishing or installation of access doors
- Patching of concrete, masonry, brick, sheetrock, plaster, etc
- Placing or forming of concrete
- Painting or priming of any kind
- Civil engineering and layout of concrete pole bases or concrete pads.
- Warranty of existing electrical work
- Payment and performance bond

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

- Rock excavation, if encountered
- Spoil removal from site
- Overtime charges
- Telephone, computer, or data cabling
- Fire alarm system, raceway, or wiring
- Temperature control and interlock wiring
- Loose motor starters for equipment furnished by others
- Patching of concrete for floor boxes
- Roof Jacks
- Trash removal from site (however, trash will be deposited in GC's dumpster)

Base Bid	**$ 211,446.44**

Thank you for the opportunity to provide a proposal for this project and please do not hesitate to call me if you have any questions or concerns.

Sincerely,

Kyle Brooks
Estimator
Kyleb@teklineservices.com
(509) 670-5856

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

A TEAM YOU CAN COUNT ON

ICON Electric

Electrical services and solutions to fit your needs.

Electrical Proposal

To: Chasse
Attn: Lawrence Chan
Date: 3/20/2025
Quote #: 25-104

Project: City of Chandler Boys & Girls Renovation

Scope of work includes all labor, material and equipment for a complete installation per the bid documents.

Documents

1. Specifications: N/A
2. Drawings: E000, E001, E200, E300, E400, E500, E501
3. Plans Dated: 2/17/2025
4. Addendums: N/A
5. Attached Clarifications: Yes

Scope Clarifications

1. We have included demolition and make safe. *We reserve first rights of salvage for all electrical items to be demo'd.*
2. We have included temporary power and lighting.
3. We have included furnishing and installation of the "*specified*" lighting package.
    a. Includes raceways, wire and lighting control for a complete system per drawings.
    b. Exit signs are included as per drawings. Any additional Exit signs added to the project by AHJ will be additional.
4. Installation of power devices, conduit, wire, wiring devices, fittings and junction boxes per drawings.
    a. Furnish and install floor box. Saw cut and removal included (patch back by others)
    b. Feed and connect relocated FACP (equipment by others)
    c. Relocate roll down gate controller.
    d. Feed and connect H2O (equipment by others)
5. Fuses, disconnects, conduit and wire for HVAC equipment are sized per the equipment schedule shown on the electrical plan sheet.
6. Furnish and install j-box w/ .75", 1", 1.25" conduit stub-ups into the accessible ceiling space for telephone and data (cabling, terminations & devices by others)
7. Furnish and install new breakers in existing panels.
8. Special System Equipment for security, sound, nurse call, CCTV and networking is excluded. All low voltage cable furnished, and installed is excluded.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

9. Any changes made through addendums or SK's that are not properly shown on the drawings or noted are excluded from this proposal.
10. Any items not shown on the electrical plans or explicitly stated as being part of this project is excluded.
11. Our price is based on having a reasonably level schedule. All overtime and after-hour work is excluded.

Exclusions

1. All overtime and after hour work.
2. Liquidated Damages.
3. Furnishing and installing Duct Detectors.
4. Addition to existing fire alarm system
5. Pull string in all special systems conduit.
6. Full conduit runs back to TMB for low voltage
7. Cutting of Mill work or any other architectural surfaces.
8. All Fire Caulking.
9. Furnishing and installing access doors.
10. Furnish and install seismic wires for light fixtures.
11. HVAC control wiring, VFDs & combo starters.
12. Furnishing and installation of roof jacks and sealing of all exterior penetrations.
13. *Cost and/or Schedule impact due to long-lead items i.e., Lighting Fixtures and Service Gear*
14. X-Ray of floor for core drill or cutting.
15. Cabling, terminations & devices for fire alarm, security, data, sound, CCTV & networking
16. All concrete and asphalt cutting, removal and patch back.
17. Any painting of exposed conduit and junction boxes.
18. Cutting of ceiling tiles for light fixtures.
19. Formed or precast concrete.
20. Wood or metal anchor bolt templates, we will supply paper templates.
21. Clean, repair and re-lamp of existing light fixtures.
22. Cutting, repair, patching and painting sheet rock.
23. We have excluded all private location services of utilities.
24. All hard dig, dust control, removal of spoils from project site and survey and staking.
25. *The costs of removal, demo, modifications, and repair of grid ceilings to access work above ceilings.*
26. ARC Flash and Coordination Studies.
27. 3rd Party Testing.
28. Parking fees, we have assumed that all parking costs are by GC
29. Permits, inspection fees, sales tax, bonds and engineered drawings.
30. CCIP and OCIP insurance enrollment is excluded from our proposal. If CCIP and OCIP insurance enrollment is required for this project, please add 2.5% to the contract value for administrative costs for plan enrollment and insurance audits.

BASE BID	$237,875.00
Estimated Sales Tax not included in base bid	$2,300.00

ICON Electric LLC
1525 W. 10th Pl., Tempe, AZ 85281
480-801-9100 www.ICON-EC.com
ROC CR-ll 333983

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Add Alt # 1 Temp Power	$1,000.00
Deduct Alt # 1 Alternate Lighting Package	$ - 57,500.00

Bid Clarifications:

1. We have utilized MC cable for all branch wiring at locations allowed by code.
2. We have included using set screw couplings in lieu of compression as a cost savings to the customer. Compression couplings are not required by code but are called on in the specs
3. We have assumed that the engineered drawings meet code minimum requirements. Additional devices, lighting etc. required by an inspector to meet the NEC code requirements are not included in this proposal.
4. We have made all reasonable efforts to include a complete scope of work, but we haven't included allowances or costs for unforeseen/unknown conditions
5. Our proposal assumes the design team has ensured the electrical drawings are fully coordinated with other drawing sets and accurately represent the complete electrical scope of work. Costs or allowances for uncoordinated drawings are not included.
6. We assume the electrical drawings and specifications take precedence and have been thoroughly reviewed and coordinated by the design team. No contingencies are included for scope gaps or discrepancies resulting from inadequate coordination.
7. We are not providing design services for this project and shall not be liable for design, specification, or Scope of Work discrepancies. Responsibility for such issues rests solely with the owner or their designated design professionals.
8. Our scope of work assumes that all existing electrical work is in working condition and code compliant.
9. Light fixtures, HVAC connections and electrical device counts are based on engineered drawings. We have assumed the owner, architect and engineering firms have properly coordinated the drawings and that the electrical drawings show a complete scope of work that has been properly coordinated with the other drawings.
10. We have included updating the existing electrical panel schedules to reflect load changes that were added or new loads that were added. We have not included that the existing loads are labeled correctly or tracing of existing loads.
11. We have included single point connections only for all equipment. Controls, internal wiring and all shut wiring are by others.
12. Breakouts that are requested are for accounting purposes only.
13. Unless called out on the drawings our price is based on a shared neutral with breaker tie per the NEC code. We have not included separate neutrals.
14. If temporary power allowance is included, it will be based on OSHA minimum standards.
15. We may need to access areas above the ceiling that would be unsafe to access using ladders or lifts without removal of sections of T-Grid ceilings. We have excluded the costs of removal, demo, modifications and repair of grid ceilings.
16. Subcontractor will not be liable for a delay or failure to perform under the Subcontract/Agreement due to Force Majeure. The party affected by Force Majeure will

ICON Electric LLC
1525 W. 10th Pl., Tempe, AZ 85281
480-801-9100 www.ICON-EC.com
ROC CR-ll 333983

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Armstrong Service Electric LLC Proposal

Armstrong Service Electric LLC is pleased to provide you with the below proposal dated 3/20/25 for the project known as **City of Chandler Boys and Girls Club Renovation**

CUSTOMER: CHASSE Building Team

DOCUMENTS:

- Specifications: On Drawings
- Drawings: DFDG Architecture
- Dated: 03/03/2025

SCOPE: Labor to demo power in teen center and lobby as shown on drawings. Labor to demo duplex receptacle in rest room and replace with Duplex GFI in same location. Provide and install floor boxes in teen center. Saw cut and run ¾" power, 1" conduit for communications, 1 ¼" conduit for HDMI and a/c cabling to floor boxes. Labor and material to install power devices with branch power and homeruns as shown on E200. Labor and material to relocate roll down gate control station. Labor and material to relocate fire alarm panel in lobby. Labor and material to relocate security alarm keypad. Labor and material to install Card readers. Labor and material to relocate ADA as shown on E200. Labor and material to saw cut trench and run ¾" raceway for ADA door actuators as shown on E200 note 6. Labor to demo existing lighting and controls as shown on E300. Provide and install new lighting and controls package as shown on E300. Provide and install inverter and run homerun to panel 'H1" as shown on E300. Labor and material to run homeruns for Heat Pump and Instant Water Heater as shown on E400. Provide and install disconnect for Heat pump and motor rated switch for water heater. Provide and install new breakers as shown on E501.

INCLUSIONS:

- Labor to demo power in teen center and lobby as shown on drawings
- Labor to demo duplex receptacle in rest room and replace with Duplex GFI in same location
- Provide and install floor boxes in the teen center
- Saw cut and run ¾" power, 1" conduit for communications, 1 ¼" conduit for HDMI and a/c cabling to floor boxes
- Labor and material to install power devices with branch power and homeruns as shown on E200
- Labor and material to relocate roll down gate control station
- Labor and material to relocate fire alarm panel in lobby
- Labor and material to relocate security alarm keypad
- Labor and material to install Card readers
- Labor and material to relocate ADA as shown on E200
- Labor and material to saw cut trench and run ¾" raceway for ADA door actuators as shown on E200 note 6
- Labor to demo existing lighting and controls as shown on E300
- Provide and install new lighting and controls package as shown on E300
- Provide and install inverter and run homerun to panel 'H1" as shown on E300

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

- Labor and material to run homeruns for Heat Pump and Instant Water Heater as shown on E400
- Provide and install disconnect for Heat pump and motor rated switch for water heater
- Provide and install new breakers as shown on sheet E501
- Temp power and lighting as shown on Building connected specific scope

EXCLUSIONS:

- Providing or installing gear
- Permits
- Overtime / Weekends / Afterhours
- Any extra parts or material
- TRENCHING or BACKFILL
- Temp power
- Providing or installing grid / seismic wires
- Fireproofing / Fire caulking
- Fire alarm
- Material escalation *(Estimates are valid for 30 days. Material / gear and lighting will need to be re-priced after 30 days)*
- Bringing existing electrical up to code
- Any additional work not listed above
- Load studies
- Engineering
- 3rd party testing

Base Bid: $204,235.00

Material Sales Tax: $8,654.00

Estimator – Josh Gschwend – josh@armstrongserviceelectric.com

Estimator – Jack Armstrong – jack@armstrongserviceelectric.com

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

E F CHARLES, INC
ELECTRICAL CONTRACTORS

REVISED

March 21, 2025

Mr. Lawrence Chan
Chasse Building Team
230 S Siesta Lane
Tempe, AZ 85281

Dear Lawrence,

We appreciate having this opportunity to provide you with our proposal for performing electrical work associated with the City of Chandler Boys and Girls Club Renovation project. Following, please find several clarifications relating to our scope of work:

Inclusions

1. Demolition to include disconnect and "make safe" for removal by others
2. Circuit breakers for existing panels
3. RC Lurie light fixture package
4. RC Lurie motion sensors and lighting control as indicated on the plans
5. Wiring devices along with associated branch circuitry
6. Circuitry for, disconnects for, and connections to HVAC equipment
7. Boxes with conduit stub ups for Special Systems
8. Sawcut and removal of concrete
9. Conduit and boxes for Fire Alarm as shown on plans

Exclusions

1. Taxes, fees, permits, bonds
2. Utility Company charges
3. Patch back of concrete
4. Grid wires to lay-in light fixtures
5. Equipment and cabling for Fire Alarm
6. Equipment and cabling for Special Systems
7. Price escalation

We propose to perform required electrical work in accordance with the plans, specifications, and our scope clarifications above for the following amounts:

Lobby	$93,120.00
Lobby ADD ALT 1 – Furnish and install specified light fixture package	$23,000.00
Lobby ADD ALT 2 – Add turnkey Gamewell-FCI Fire Alarm system	$5,000.00
Teen Center	$125,400.00
Teen Center ADD ALT 1 – Furnish and install specified light fixture package	$17,400.00
Teen Center ADD ALT 2 – Add turnkey Gamewell-FCI Fire Alarm system	$5,000.00
Restroom	$2,320.00

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REVISED

Once again, thank you for giving us this opportunity. We are looking forward to working with you and with CBT on this project.

Sincerely,
E.F. CHARLES, INC.

Ollie Goulder,
Project Director

Chasse Building Team
5115 N Oracle Rd
Tucson, AZ 85704
520-833-4120

Proposal:	**14243**
Revision:	**0**
Change Order:	**0**
Modified:	**04/08/25**

City of Chandler Boys and Girls Club Renovation Access Control Upgrade

This proposal covers the labor and materials to add access control to the COC Boys & Girls Club. APL will:

1) Remove the access control from the copy room door and reinstall at the lobby door 101A
2) Run all wire needed from doors 102A, B and 103A to the IDF with existing Lenel enclosure
3) Run all wire from doors 105A, C and 2 rear hallway exit doors
4) On 105A and C, install piezo alarms and contacts and tie into the Lenel system to alarm when opened
5) On the 2 rear hallway exit doors, install card readers in side and piezo alarms and contacts
6) On doors 102A, B and 103A install card reader, contact and REX motion on each door
7) Terminate the wires at the doors
8) Install the new enclosures, 1320 boards, and power supplies on fire rated backer board
9) Terminate the wires at the new 1320 boards
10) Program all the new doors and alarms
11) Test doors for proper operation

Supplied by others

1) 120vac for the new power suppliies
2) Available reader licenses
3) Wall space for the new enclosures
4) Good existing access hardware on the copy room door
5) All electrified locking hardware

Boys & Girls Club — $21,596.86

Access Control		Unit Price	Ext. Price
1	LNL-AL600ULX-4CB6 Power Supply	$664.57	$664.57
1	Maximal37FE Power Supply	$929.59	$929.59
3	LNL-1320-S3 Reader Interface Module	$1,000.98	$3,002.94
1	PD16W Power Distribution Module	$45.33	$45.33
1	ACM8 Controller	$90.09	$90.09
1	40KNKS-00-000000 SIGNO40, Wall Mount with Keypad, Pigtail	$567.38	$567.38
5	40NKS-00-000000 SIGNO40, Wall Mount, Pigtail,	$344.44	$1,722.20

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Chasse Building Team
5115 N Oracle Rd
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520-833-4120

Proposal: 14243
Revision: 0
Change Order: 0
Modified: 04/08/25

2	DS160 Request To Exit	$112.28	$224.56
10	N1178CB/ST Contacts	$7.21	$72.10
4	RB1224 Relay	$49.04	$196.16
3	PS-1270-F1 Battery	$20.24	$60.72
4	400U-RMB Buzzer	$49.04	$196.16
1	442360BR 18/2 NS, Plenum	$219.46	$219.46
1	444351 22/6 SHLD, Plenum	$325.41	$325.41
1	444360BR 22/2 NS, Plenum	$142.27	$142.27
1	444381 22/4 NS, Plenum	$201.30	$201.30
1	1lot Lot:All necessary conduit, backer board, fasteners, connectors, mounting hardware, cam-locks, and misc consumables	$1,000.00	$1,000.00
	Labor	$10,200.00	$10,200.00

Misc	Unit Price	Ext. Price
Project Management	$496.51	$496.51
Submittals - Shop Drawings - Close Out Documents	$800.00	$800.00
Administration Fee	$198.60	$198.60
Shipping & Handling Product shipping and handling charges	$241.51	$241.51

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

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5115 N Oracle Rd
Tucson, AZ 85704
520-833-4120

Proposal:	**14243**
Revision:	**0**
Change Order:	**0**
Modified:	**04/08/25**

Financial Summary

Equipment:		$9,660.24
Shipping & Handling		$241.51
APL PM Fee		$496.51
APL Labor		$10,200.00
Adminstration Fee		$198.60
Submittals,Shop Drawings & Close Out Documents		$800.00
Sales Tax:	7.80%	$753.50
Grand Total:		**$22,350.36**

WARRANTY: APL Access & Security, Inc. warranties all material and labor furnished for a period of one year from date of acceptance of project by Owner's representative. Warranty becomes void if serviced by an alternative company. Various preventative maintenance and extended warranty programs are available. Warranty does not include: vandalism, abuse, acts of nature, or other damage caused by guests, employees, contractors, or vendors. Routine warranty service response shall be from 8:00AM to 5:00PM Monday through Friday excluding holidays. After hour service rates shall be billed at current after hour/emergency rates.

COMPLETION AND PARTIAL COMPLETION WORK: At any time during the installation of this project, if APL Access & Security, Inc. completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, APL Access & Security, Inc. may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the work has been satisfactorily completed in compliance with the Contract, it will be considered completed. Progress payment schedule shall apply to all completed work.

The completed system shall be tested in the presence of the owner's representative. Test forms shall document the results of the test and be signed by both parties. When the final system acceptance test has been satisfactorily completed, the owner shall sign a Letter of Completion issued by APL Access & Security, Inc. APL Access & Security, Inc. shall record the notice of completion as the start of the 1-year warranty period. Owner's decision to use or not use the system at this time does not affect the warranty period.

NOTE: APL has its own door and hardware technicians and can provide door hardware and installation if requested, which will be provided on a separate proposal.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Chasse Building Team
5115 N Oracle Rd
Tucson, AZ 85704
520-833-4120

Proposal:	**14243**
Revision:	**0**
Change Order:	**0**
Modified:	**04/08/25**

Proposal Summary

Project: **City of Chandler Boys and Girls Club Renovation Access Control Upgrade**
Total Cost: **$22,350.36**

PAYMENT TERMS:

APL Access & Security, Inc. reserves the right to require the client to complete a Credit Application before any contract can be executed. Upon approval of credit status, the client shall follow the terms stated below.

APL Access & Security, Inc. reserves the right to require a down payment of 50% of the contract amount to order required materials and equipment prior to start of the project. Upon receipt of down payment and a signed purchase order, a Project Manager will contact the client to schedule the project. The invoice of the remaining contract amount shall be issued at the time of completion and acceptance by the owner with payment due 30 Day NET.

APL Access & Security, Inc. reserves the right to require progress billing as necessary for a project. All sums paid shall be sent to APL Access & Security, Inc. 115 South William Dillard Drive, Gilbert, Arizona 85233. APL Access & Security, Inc. reserves the right to charge interest for any invoice over 45 days old. The interest rate charged will be the full amount allowed by law.

Terms: 30 Day NET. Prices are good for 15 days. All above equipment is property of APL until final payment has been rendered. In the event of non-payment, APL has the right to exercise any reasonable legal actions arising from such non-payment.

The proposal provided represents our interpretation of the requirements of this project. Please feel free to contact us at the number below should you need clarification or if you simply have a question, as we are prepared to meet with you at your convenience.

We look forward to the opportunity to serve your business. Thank you in advance for your time and consideration. APL Access & Security, Inc.

Client: **Lawrence Chan**
Chasse Building Team

Date

Ron Page

04/08/2025

Contractor: Ron Page
APL Access & Security, Inc.
ROC CR-67 # 202588

Date

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

3/21/2025 2:41:38PM

Earthwork & Paving Proposal

Arrowmark LLC

1620 S Stapley Drive #118
Mesa, AZ 85204
Estimator: **Arthur Richard**
Phone: **602-309-9437**
Email: **arthur.richard@teamarrowmark.com**

Quote To:	Chasse Building Team	Job Name:	City of Chandler Boys & Girls Club
Contact:	Lawrence Chan	Location:	300 E Chandler Blvd
Phone:	323-350-7034		Chandler, Az 85225
E-Mail:	lchan@chasse.us	Plans/Date:	03/03/2025
		Soils Report:	NONE PROVIDED
Reference #:	25-0203	Report#/Date:	NA
Revision #:			

Proposal valid for 30 days
ROC# 344442, KB-2/344443 & 347447 A

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ON-SITE CONSTRUCTION				
150	GRADE FOR CONCRETE	1.00	LS	10,000.00	10,000.00
160	BACKFILL RAMPS	1.00	LS	6,000.00	6,000.00
170	HD PAVEMENT SECTION (3" AC ON 6" ABC)	81.00	SY	146.00	11,826.00
310	CONCRETE GRADE MOBILIZATION	1.00	EA	1,800.00	1,800.00
320	SUBGRADE/ABC MOBILIZATION	1.00	EA	1,800.00	1,800.00
330	PAVING MOBILIZATION	1.00	EA	900.00	900.00
	GRAND TOTAL BEFORE ALTERNATES				**32,326.00**
	Alternates				
405	*ONSITE STRIPING & SIGNAGE*	*1.00*	*LS*	*1,000.00*	*1,000.00*
410	*CONSTRUCTION WATER (ALLOWANCE)*	*1.00*	*LS*	*3,000.00*	*3,000.00*
	See note box below for qualifications.				

NOTES:

**NOTE: GC must provide equipment access to all areas of construction. Excludes any work inside of buildings.

**NOTE: Temp Construction Water: Estimated water allowance provided is for the scope of this proposal only. If Contractor wants Arrowmark to provide city meter & temp water for project, an allowance for the project will have to be negotiated which Includes meter fee and water cost for entire project. Fees to be billed cost plus 15% on monthly basis.

**NOTE: Marks Valley Grading does not assume responsibility for providing water source to the construction site. Our bid is contingent upon the availability of an active City hydrant located within the limits of the project.

MOBILIZATIONS:
Mobilization quantity for each phase listed on proposal. Any addional Mobilizations will be billed as a change order at the provided Unit cost.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Sent proposal: $2,500

Print Close

Submitted Mar 18, 2025 at 10:43 AM MST

Falcon Contracting

11030 N 21st Ave, Phoenix, AZ 85029, USA

MS **Morgan Schultz** | Lead Estimator | +1 602-944-3614 | estimating@falcon-contracting.com

Line Items

Description	Quantity	Unit Cost	Total Cost
Striping and Signage - Site			$2,500
Striping and Signage - Offsite			$0
Base Bid			**$2,500**

Scope-Specific Clarifications

Pricing lock on material and labor through end of project is to be included.

Additional Information

Notes This falls into our job minimum. I did not see any offsite striping. If any is needed, please direct me to the drawing sheet.

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

"Servicing Arizona Since 1976"

Bid Date: 03/12/2025

TERMITE SOIL POISONING

1.0 Project Name / Location: City of Chandler Chandler Boys and Girls Club Renovation

2.0 Treatable Sq Ft: T.I

3.0 Treatable Soil Area(s): Apply an overall treatment to the entire surface of soil or other substrate to be covered by the slab including areas abutting structure i.e. carports, entrance platforms, loading docks. We provide a uniform treated zone the in soil at critical areas such as along the inside of foundation walls, and around plumbing, bath traps, utility services, and other features that will penetrate the slab**. After completion of exterior grading, an exterior application is made by trenching and around foundation perimeter, or by treating under abutting concrete (i.e. sidewalks, entrance ways, platforms, blacktops etc.) before the concrete or blacktop is poured.**

4.0 Products: Dominion 2l - EPA-Registered termiticide, complying with requirements of authorities having jurisdiction, in an aqueous solution formulated to prevent termite infestation. Provide a quantity required for application at the label volume and rate for the maximum termiticide concentration allowed for each specific use, according to product's EPA-Registered Label.

5.0 Warranty: Soil Treatment - (5) Five years from date of substantial completion. With optional limited lifetime warranty Special Warranty: Manufacturer's standard form, signed by Applicator and Contractor, certifying that termite control work, consisting of applied soil termiticide treatment will prevent infestation of subterranean termites. If subterranean termite activity is discovered during warranty period, re-treatment of termite infestation at no additional cost to Owner.

6.0 Additional Notes: Bid Includes 1 mobs plus final grade. Any additional mob would be $395.00

7.0 Total Price: $495.00

Chris Jones
Bio-Chem Exterminating
P: (602) 275-4888
C: (602) 718-6397
Chris@Biochemexterminating.com

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

Bid No: 188632 Date : 3-10-25

RE: City of Chandler Chandler Boys and Girls Location: 300 East Chandler Boulevard

I am pleased to present my proposal for termite soil Pre-treatment on your above captioned project for pricing as follows:

Soil Treatment termite Premise pre-construction - $315

Inclusions:
Price based on saw cuts up to 400 sf
All necessary Labor and Materials
1-Move-Ins – Slab on grade / Final Grade Additional trips billed at $199.00 per trip
Licensing, Insurance, Standard Insurance - $1,000,000.00 General Liability Aggregate Per Project - if required add $150.00, Warranty – 5 Years on area treated- retreatment warranty- Extended Warranty Available
State Filing – TARF – Termite Action Report Form Per State Requirements
Final grade treatment per Arizona rules and regulations will be installed at the exterior foundation
Our trade must be performed during normal business hours, working around rebar, cables, open trenches and construction components in the dark creates a safety issue. Normal Business Hours: 7am – 4pm (exceptions upon request – additional overtime charges may apply)
Exclusions:
Testing or Additional Safety Training
Textura billing add $50, Additional Insured – Special Insurance Requirements add $150 per project
Water – Builder must supply accessible water source (hydrant with meter) Hose bibs can/will create additional stand by time due to large water volume needed. Charges may / will apply.
Emergency call out: Scheduling should be done giving at least 24 hours' notice. Scheduling less than 12 hours prior may constitute an emergency call, which will incur an additional charged at $99.00 an hour. Our trade, like all others need time to perform our tasks set forth by The State of Arizona. Please schedule in advance, please a lot our trade time in your busy schedule. This also enables us to route our trucks in an effective manner, ensuring good service.
Final Grade Installation: On occasion field staff will re-move our tagging and transfer to another structures, this is a violation of Arizona rules and regulations. DO NOT MOVE OUR TAGGING!
When we are auto scheduled or verbally requested for service and the job is not ready for our treatment, a trip charge will apply. To avoid communication issues all scheduling should go through our office – 7AM – 4PM.

Should you have any questions, please do not hesitate to call on us. Northwest Exterminating, offering service to the Construction Industry since 1983.

Respectfully:

Cory Malmin
602-319-4917
Cory.malmin@nwext.net

dispatch 623-780-0908 option #3
Nwpretreat@nwext.net

Tucson
4954 N. Shamrock Pl.
Tucson AZ 85075
520 888 2847

S. Phoenix
18570 S186th Way Ste 102
Queen Creek AZ 85142
480 558 8555

N. Phoenix
28425 N. 16th Ave Ste 140
Phoenix AZ 85085
623 780 0908

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

European Pavers Southwest, Inc.

Segmental Paving Specialists for Over 40 Years
P O Box 21087, Phoenix, AZ 85036

M (602) 397-4062
O (602) 253-5242
Res. ROC092284
Com. ROC092211

March 26, 2025

Chasse Building Team

RE: Chandler Boys and Girls Club Renovation

Attn: Katheryn Chavez

Keynote	Product Description	Quantity	Unit	Install Price	Line Total
12	Pedestrian - To pick up, palletize, wrap, relocate offsite, and reinstall existing ADA pavers and brick in stacked bond pattern on 1" bedding sand, **4"** abc base, and geotextile fabric.	1,750	SF	$11.75	$20,562.50
13	Pedestrian - To pick up, palletize, wrap, relocate offsite, and reinstall existing ADA pavers and brick in stacked bond pattern on 1" bedding sand, **4"** abc base, and geotextile fabric.	130	SF	$11.75	$1,527.50
	Total :	**1,880**			**$22,090.00**

Included in the price is the daily clean up; site access coordination; bedding sand; abc base; filter fabric; two mobilizations; and all labor to complete the same scope of work.

Excluded from the price is any excavation/rough grading, concrete work, **poly sand joints,** restraint curb with rebar, any vertical work, wall caps, fireplace caps, pre-emergent, traffic control/barricades, extra mobilizations, crane rental, and the cost of any taxes, bonds, permits, fees, tests, or inspections.

Notes:
1. If additional mobilizations are required they are $750 each.
2. Bid is valid for 90 days.
3. Installations that would typically be in the masonry scope are excluded.
4. Attic stock was not accounted for in the bid. The bid accounts for waste and all extra material that is not used for cuts and installation is available for attic stock, but we will not know what that total amount will be, if any, until installation is complete.
5. Supplier will require deposit prior to manufacturing order. Owner is responsible for paying deposit for processing of material order.

If you have any questions regarding this bid, I can be reached at 602-397-4062.

Respectfully submitted,

Renee Boyer
European Pavers Southwest Inc.
renee@epswi.com

Docusign Envelope ID: 0217FE40-C9B3-4321-8436-55B435072F62

EXHIBIT H

BUILDERS RISK INSURANCE

CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date:	July 14, 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 Vehicles and Upfitting

Proposed Motion:

Move City Council approve the purchase of vehicles and upfitting, using multiple vendors under State of Arizona contracts, in a combined amount not to exceed $3,421,076.

Background/Discussion:

Each year the Fleet Division, in collaboration with the Fleet Advisory Committee (FAC) which is made up of representatives from each department, completes a thorough review of needed vehicle replacements. Vehicle replacements are funded through a Vehicle Replacement Fund that is supported by annual contributions from operating budgets where the vehicle is used to ensure its future replacement. The city currently has just over 850 vehicles, with the vast majority (95%) being special purpose vehicles featuring upfitting for specific job/service uses. In addition, each year the acquisition of new vehicles is approved through the budget process and excludes large vehicular equipment (e.g. street sweepers, bucket trucks, fire engines, etc.).

A total of 68 vehicles were anticipated for replacement this fiscal year. To determine actual replacements, the Fleet Division used its software-based 15 Point Replacement Criteria Analysis, a systematic tool to decide replacements based on age, mileage and repair records (cost to maintain). This analysis narrowed the list down to 51 replacements. After additional discussions with the FAC and user departments and conducting further vehicle inspections, the actual vehicle replacement list includes 33 needed replacements through the Vehicle

Replacement Fund across all departments.

Besides the 33 recommended replacement vehicles, this item includes nine (9) new vehicles through the FY 2025-26 budget process, for a grand total of 42 purchases. The Fleet Division and FAC also analyzed the required replacements for hybrid and/or electric options, resulting in 11 of the proposed vehicle purchases recommended as hybrids based on market availability and anticipated use. The recommended vehicle purchases can be summarized by function as follows: Police: 71%, or $2.4M, for 26 vehicles; Public Works and Utilities: 19%, or $665K, for 10 vehicles; Fire: 5%, or $173K, for 2 vehicles; Development Services: 3%, or $107K for 2 vehicles; Community Services: 1%, or $33K for 1 vehicle; Neighborhood Resources: 1%, or $37K for 1 vehicle. These items include estimated vehicle purchases and the necessary vehicle upfitting.

Evaluation:

The State of Arizona competitively solicited and awarded contracts for the purchase of vehicles and dealer upfitting. The City has a current agreement with the State of Arizona allowing for the cooperative use of its contracts. For these vehicles, the use of these contracts is advantageous because it offers the ability to work with contracted vendors to develop vehicle specifications for the more complicated requirements of trucks, and the ability to choose specific vehicles and upfitting when required for certain applications.

Financial Implications:

The city maintains a Vehicle Replacement Fund that allows for the ongoing replacement of citywide operating fleet vehicles, except those specially determined as capital and replaced through the CIP. Revenues to support this fund are generated through ongoing contributions from departments towards the future replacement costs of their operating fleet vehicles. The contribution comes from the fund that supports the operating activities, such as the General Fund, Water Fund, Wastewater Fund, Solid Waste Fund, and Airport Fund. New vehicle additions are budgeted with an estimated purchase price, as well as an ongoing contribution to the Vehicle Replacement Fund to support its future replacement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
404.1535.6310	Vehicle Replacement Fund	N/A	$56,600	N

404.2030.6310	Vehicle Replacement Fund	N/A	$2,230,000	N
404.2210.6310	Vehicle Replacement Fund	N/A	$134,500	N
404.3300.6310	Vehicle Replacement Fund	N/A	$221,700	N
404.3330.6310	Vehicle Replacement Fund	N/A	$113,000	N
404.3800.6310	Vehicle Replacement Fund	N/A	$133,300	N
404.4700.6310	Vehicle Replacement Fund	N/A	$36,800	N
101.1535.6310	General Fund	N/A	$50,628	N
101.2030.6310	General Fund	N/A	$175,095	N
101.2210.6310	General Fund	N/A	$38,500	N
101.3025.6310	General Fund	N/A	$35,000	N
101.3300.6310	General Fund	N/A	$127,653	N
101.4530.6310	General Fund	N/A	$33,300	N
605.3850.6310	Water Operating Fund	N/A	$28,000	N
612.3850.6310	Reclaimed Water Operating Fund	N/A	$7,000	N

Attachments

Vehicle Replacements and New

6/18/25 es

Count	Vehicle Number	Vehicle Description	APP #	Department	Defects	Mileage	FASTER Replacement Score	Age (W107)	Maintenance $	Replacement Vehicle	Vehicle Cost with Upfitting	Hybrid
1	14186	2014 Ford F150 EXT CAB	1639	Development Services	Age/Mileage	92,260	12.9	11.0	$7,287	Ford F150 Ext Cab	$ 56,600.00	
2	14252	2014 Ford F350	1728	Fire	Age, repair history	49,309	15.0	11.0	$30,582	Ford F-350 4x2 Crew Cab 6.7L Diesel	$ 134,500.00	
3	239972	2023 Ford Maverick- **Wrecked**	1856	Neighborhood Resources	Wrecked	7,958	3.7	2.0	$700	Ford Maverick Hybrid	$ 36,800.00	1
4	15037	2015 Ford TRANSIT CARGO VAN	1600	Police	Age/Mileage	83,507	13.2	10.0	$10,633	Ford Transit	$ 62,900.00	
5	15039	2015 Ford TRANSIT CARGO VAN	1372	Police	Age/Mileage	90,134	13.5	10.0	$10,577	Ford Transit	$ 62,900.00	
6	19109	2019 Chevrolet TAHOE	1432	Police	Mileage/Idle hours/Engine	90,871	14.5	6.0	$18,930	Chevy Tahoe PPV	$ 100,200.00	
7	19110	2019 Chevrolet TAHOE	1499	Police	Mileage/Idle hours/Engine	99,085	14.8	6.0	$18,068	Chevy Tahoe PPV	$ 100,200.00	
8	19112	2019 Chevrolet TAHOE	1424	Police	Mileage/Idle hours/Engine	84,595	15.0	6.0	$26,345	Chevy Tahoe PPV	$ 100,200.00	
9	19113	2019 Chevrolet TAHOE	1460	Police	Mileage/Idle hours/Engine	79,000	12.9	6.0	$14,603	Chevy Tahoe PPV	$ 100,200.00	
10	19115	2019 Chevrolet TAHOE	1512	Police	Mileage/Idle hours/Engine	74,815	14.3	6.0	$20,984	Chevy Tahoe PPV	$ 100,200.00	
11	19116	2019 Chevrolet TAHOE	1429	Police	Mileage/Idle hours/Engine	83,852	14.5	6.0	$19,943	Chevy Tahoe PPV	$ 100,200.00	
12	19118	2019 Chevrolet TAHOE	1441	Police	Mileage/Idle hours/Engine	96,449	15.0	6.0	$24,759	Chevy Tahoe PPV	$ 100,200.00	
13	19117	2019 Chevrolet TAHOE	1488	Police	Mileage/Idle hours/Engine	85,267	12.0	6.0	$9,988	Chevy Tahoe PPV	$ 100,200.00	
14	207723	2020 Ford Explorer	1504	Police	Mileage/Idle hours/Engine	89,123	12.1	5.0	$10,271	Ford PIU Hybrid	$ 89,000.00	2
15	19106	2019 Ford EXPLORER	1811	Police	Mileage/Idle hours/Engine	85,713	11.4	6.0	$7,041	Ford PIU Hybrid	$ 89,000.00	3
16	19107	2019 Ford EXPLORER	1812	Police	Mileage/Idle hours/Engine	85,121	11.6	6.0	$7,652	Ford PIU Hybrid	$ 89,000.00	4
17	207703	2020 Chevrolet TAHOE	1436	Police	Mileage/Idle hours/Engine	88,551	12.1	5.0	$10,700	Chevy Tahoe PPV	$ 100,200.00	
18	19101	2019 Ford EXPLORER	1446	Police	Mileage/Idle hours/Engine	94,297	12.4	6.0	$9,018	Ford PIU Hybrid	$ 89,000.00	5
19	207705	2020 Chevrolet TAHOE	1417	Police	Mileage/Idle hours/Engine	84,004	12.4	5.0	$9,462	Chevy Tahoe PPV	$ 100,200.00	
20	19187	2019 Chevrolet TAHOE	1470	Police	Mileage/Idle hours/Engine	100,389	12.6	6.0	$9,865	Chevy Tahoe PPV	$ 100,200.00	
21	207733	Patrol/ 2020 Ford F150 Responder	1821	Police	Mileage/Idle hours/Engine	106,151	12.3	5.0	$9,960	Ford F150 Responder	$ 89,000.00	
22	207701	2020 Chevrolet TAHOE	1425	Police	Mileage/Idle hours/Engine	117,739	12.3	5.0	$9,213	Chevy Tahoe PPV	$ 100,200.00	
23	207745	2020 Chevrolet TAHOE	1428	Police	Mileage/Idle hours/Engine	91,448	11.6	5.0	$10,270	Ford F150 Responder	$ 89,000.00	
24	16327	Non Patrol OSB Swat/ 2016 Tahoe	1748	Police	Age/Mileage	93,734	12.4	9.0	$11,363	Chevy Tahoe PPV	$ 100,200.00	
25	18622	Ford F150 - **Wrecked**	1533	Police	Wrecked	119,978	11.0	7.0	$6,935	Ford F150 CIB	$ 67,200.00	
26	13174	2013 Ford F150 EXT CAB	1668	PW&U	Age/Mileage	88,316	12.9	12.0	$7,596	Ford F150 Ext Cab	$ 56,600.00	
27	13128	2012 Ford F550 UTILITY BODY	1686	PW&U	Age/Mileage/repair costs	101,804	14.5	12.0	$25,737	Ford F550	$ 113,000.00	
28	15059	2015 Ford F250 UTILITY BED	1268	PW&U	Age/Mileage	78,956	15.0	10.0	$26,138	Ford F250	$ 92,700.00	
29	16358	2016 Ford F250 utility body- **Wrecked**	1670	PW&U	Wrecked	79,020	12.3	9.0	$6,369	Ford F250	$ 70,900.00	
30	17410	2017 Chevrolet Colorado Ext. Cab- **Wrecked**	1654	PW&U	Wrecked	88,426	14.3	8.0	$10,842	Ford Ranger	$ 40,600.00	
31	17440	2017 Ford F250 utility body- **Wrecked**	1635	PW&U	Wrecked	88,487	12.6	8.0	$7,146	Ford F250	$ 94,200.00	
	Fund 404 Replacements											
		Total Count	31		**Average**	87,044	12.8	7.1	$13,193			

PD Provisionals

	Asset Number	Vehicle Description	APP #	Department	Defects	Mileage	FASTER Replacement Score	Age (W107)	Maintenance $	Replacement Vehicle	Total Vehicle Cost	Hybrid
32		Tahoe Provisional	TBD	Police						Chevy Tahoe PPV	$ 100,200.00	
33		Tahoe Provisional	TBD	Police						Chevy Tahoe PPV	$ 100,200.00	

Budget DP Adds

	Asset Number	Vehicle Description	APP #	Department	Defects	Mileage	FASTER Replacement Score	Age (W107)	Maintenance $	Replacement Vehicle	Total Vehicle Cost	Hybrid	DP Information:
34		Ford Maverick Hybrid		Community Services							$ 33,300.00	6	CR000800 - Landscape Compliance Program
35		Ford Explorer		Development Services							$ 50,628.00		CR000736 - FTE - Transportation Engineering
36		Ford Maverick Hybrid		Fire							$ 38,500.00	7	CR000710 - Community Risk Reduction Manager
37 & 38		Ford PIU Hybrid x 2		Police							$ 175,095.00	8 & 9	CR000915 - Street Crimes Unit Vehicles
39		Ford Maverick Hybrid		PW&U							$ 35,000.00	10	CR000850 - Truck for Construction Management
40		Ford F250, Utility Bed, LED light bar, tommy lift gate		PW&U							$ 78,750.00		CR000771 - Stormwater Maintenance Vehicle
41		Ford F150		PW&U							$ 48,903.00		CR000889 - Crew Lead/Coordinator Truck
42		Ford Maverick Hybrid		PW&U							$ 35,000.00	11	CR000765 - Water Quality Senior Technician
										Grand Total	$ 3,421,076.00		

Total Count		**Hybrids Included**	
Fund 404	31	5	NR - 1, and Police - 4
PD Provisionals	2		
Total Fund 404	33		
Budget DP Adds & Other Add	9	6	CS - 1, Fire -1 , Police - 2, PW&U - 2
Total Vehicles	**42 (includes 11 hybrids)**		

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date: July 14, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Kerstin Nold, IT Chief Technology Officer
Subject: Agreement No. 4506, Amendment No. 5, for the Digital Adoption Platform

Proposed Motion:

Move City Council approve Agreement No. 4506, Amendment No. 5, with WalkMe, Inc., for the digital adoption platform, in an amount not to exceed $173,019, for the period of one year, beginning June 30, 2025, through June 29, 2026.

Background/Discussion:

In May 2022, the city implemented a new technology called digital adoption platform (DAP), which modernizes the overall training experience; boosts employee productivity through real-time, in-application, step-by-step guidance; enables virtual assistants; and captures data analytics that drive future solution adoption and technology investment efforts throughout the city. This solution provides how modern training content is developed along with future plans to expand to other internal city technology systems beyond Oracle.

Since 2023, the city has engaged with WalkMe, Inc., to complete the conversion of existing Oracle UPK training, Electronic Document Management System, Intellitime Timekeeper and eAgenda content. The focus for FY 2025-26 is to extend these managed services for another year to develop real-time training content for additional city enterprise systems such as Business Registration, Lucity inventory and ticketing, and FASTER Fleet Management. Utilizing the WalkMe platform coupled with managed services will assist the city in accelerating additional content on the digital adoption platform.

Evaluation:

On June 23, 2022, City Council approved an agreement with WalkMe, Inc., for the digital adoption platform, 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 under the same terms and conditions.

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
101.1200.5419.0.0.0	General Fund	N/A	$173,019	N

Attachments

Agreement

Docusign Envelope ID: 1AFE2DC5-0329-4FF7-88C1-0709DDCBC8DB

City Clerk Document No. _____

City Council Meeting Date: July 17, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
DIGITAL ADOPTION PLATFORM
CITY OF CHANDLER AGREEMENT NO. 4506

THIS AMENDMENT NO. 5 (Amendment No. 5) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and WalkMe, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made effective as of _____ , 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into a Software as a Service Agreement dated June 24, 2022 for a subscription for a digital adoption platform (the "Agreement"); and

WHEREAS, the term of the Agreement was June 30, 2022 through June 29, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties added funds to the then current term of the Agreement through Amendment No 1 dated September 26, 2022; and

WHEREAS, the Parties extended the term of the Agreement for the period June 30, 2023 through June 29, 2024, through Amendment No. 2 dated April 14, 2023; and

WHEREAS, the Parties added funds to the then current term of the Agreement through Amendment No. 3 dated September 26, 2023; and

WHEREAS, the Parties extended the term of the Agreement to June 30, 2024 through June 29, 2025, through Amendment No. 4 dated June 18, 2024; and
WHEREAS, the Parties desire to extend the term of the Agreement for an additional year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

Docusign Envelope ID: 1AFE2DC5-0329-4FF7-88C1-0709DDCBC8DB

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

2. Per Section 10.1 of the Agreement, the Parties agree to extend the Agreement for an additional one-year period of June 30, 2025 through June 29, 2026.

3. The City will pay the Contractor the Total Price for the term with Start Date and End Date of July 1, 2025 to June 30, 2026 as set forth in Exhibit B of the Agreement, which is incorporated into and made a part of this Amendment No. 5 by this reference. Total payments made to the Contractor during the term of this Amendment No. 5 will not exceed $173,019.

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. 5 and the Agreement, the terms and conditions in this Amendment No. 5 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Tom Wong _____

Its: Sales Finance _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 26-002

Date: July 14, 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 Andrea Dahlman Lewkowitz, Agent, J. Alexander's Restaurants, LLC, DBA J. Alexander's

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 347346, a Series 12, Restaurant Liquor License, for Andrea Dahlman Lewkowitz, Agent, J. Alexander's Restaurants, LLC, DBA J. Alexander's, located at 7111 W. Ray Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 309754.

Discussion:

This application for a liquor license was posted for hearing on July 17, 2025.

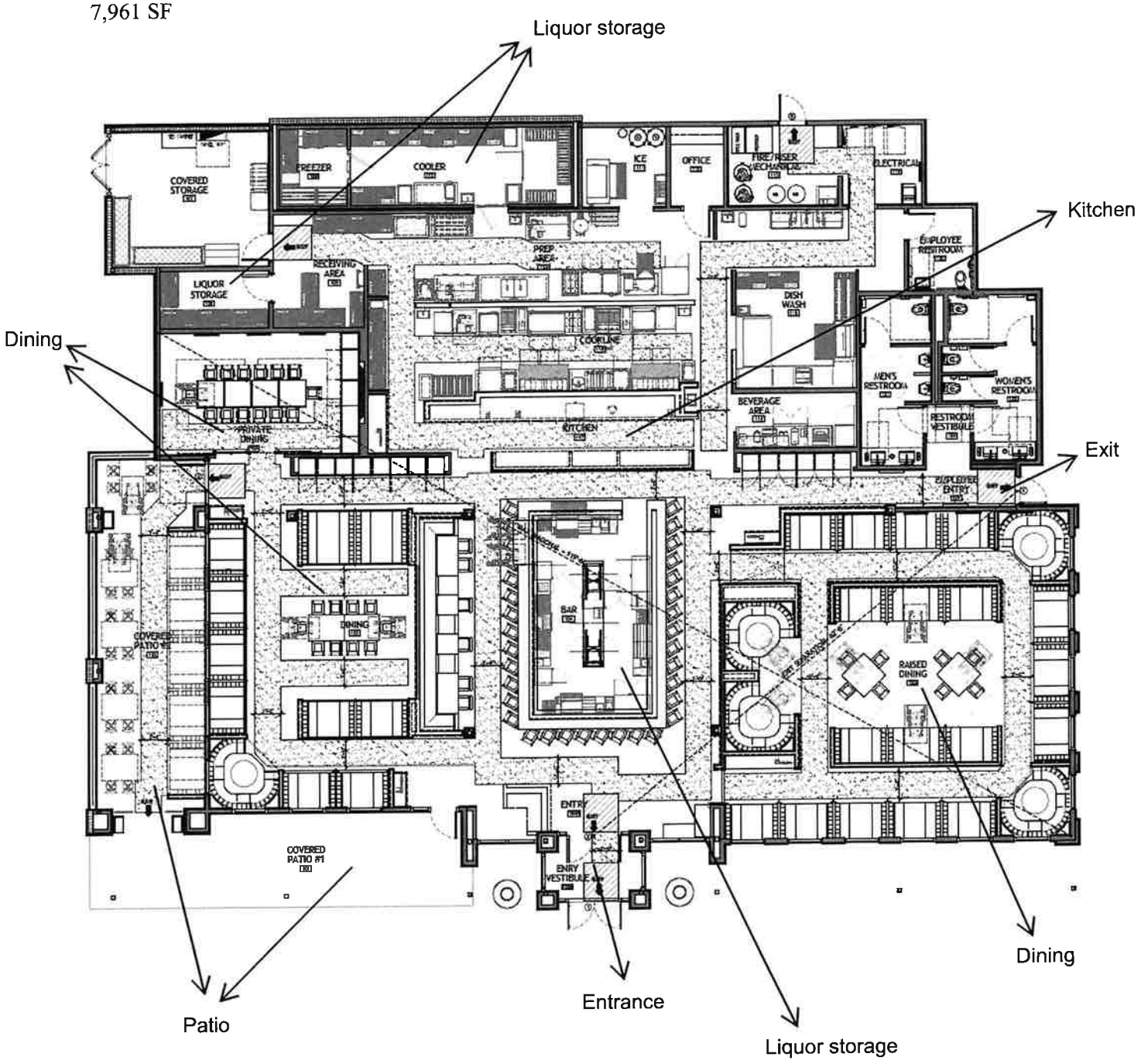
Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license application. This recommendation for approval by the Local Governing Body will be within 60 days allowing the applicant to proceed with their new liquor license application process. The Police Department reports no objections to the issuance of this license. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Floor Plan

J. ALEXANDER'S
7111 W. Ray Road
Chandler, AZ 85226
7,961 SF

'25 5 9 Liqr. Dept AM 9:41



ITEM 16

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 26-001

Date: July 14, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New License Series 4, In State Wholesalers Liquor License Application for Jeffrey Craig Miller, Agent, Borracho Imports, LLC, DBA Borracho Imports

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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. 347660, a Series 4, In State Wholesalers Liquor License, for Jeffrey Craig Miller, Agent, Borracho Imports, LLC, DBA Borracho Imports, located at 2700 S. Gilbert Road, Suite 10, and approval of the City of Chandler, Series 4, In State Wholesalers Liquor License No. 309800.

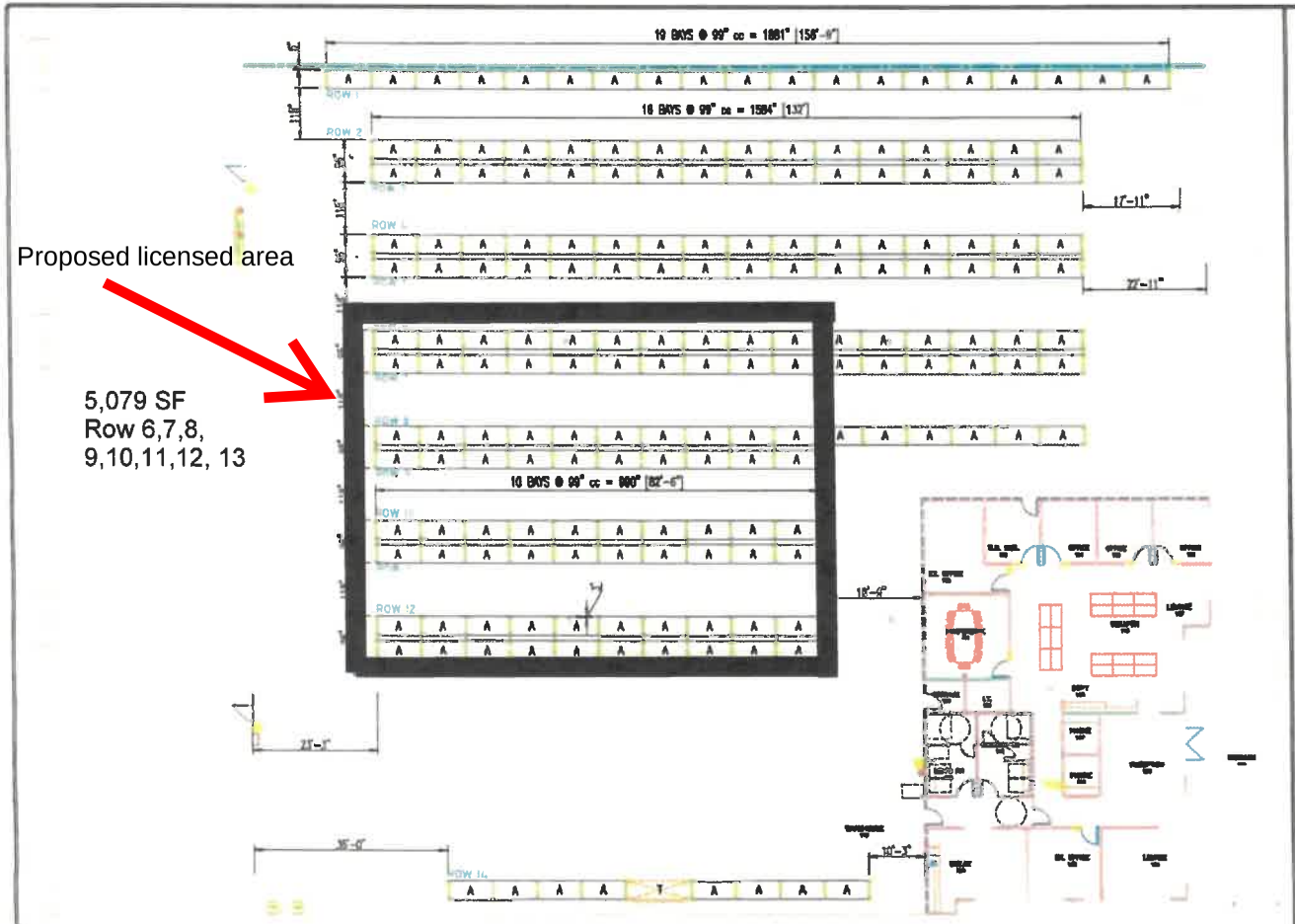
Discussion:

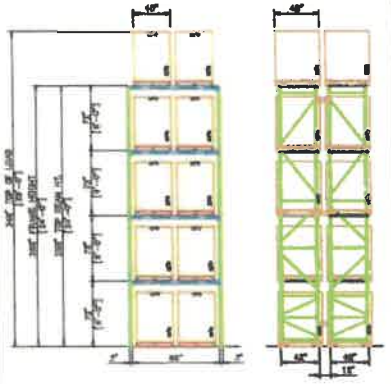
This application for a liquor license was posted for hearing on July 17, 2025.

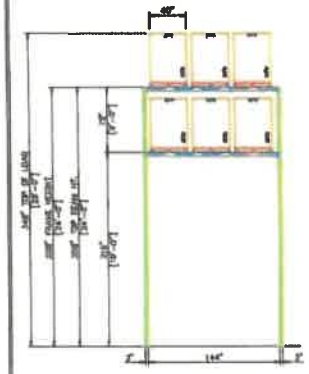
The Police Department reports no objections to the issuance of this license. With a Series 4, In State Wholesalers Liquor License, the business may sell at wholesale to licensed retailers only.

Attachments

A-Floor Plan







ELEVATIONS

ABOVE AND BEYOND

GILBERT, AZ.

FLOOR PLAN

FOR APPROVAL

CHANDLER arizona
Community of Innovation

City Council Memorandum Mayor and Council Memo No.

Date:	July 14, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager, CFO
From:	Steven Turner, Sustainability & Performance Officer
Subject:	Fiscal Year (FY) 2025-2026 Budget Amendments

Proposed Motion:

Move City Council approve as presented the twenty-one one-time FY 2025-26 budget amendments totaling $364,000 and two ongoing FY 2025-26 budget amendments totaling $70,000, for a total of $434,000 using Council Contingency, and authorize staff to transfer appropriation from the Non-Departmental Council Contingency to the respective departments.

Background:

The FY 2025-26 Budget includes one-time Council Contingency of $350,000 and ongoing contingency of $75,000, for a total of $425,000 for use in the budget amendment process. In addition, carryforward appropriation of unspent FY 2024-25 Council Contingency is available, of which $10,000 one-time and $14,000 ongoing is proposed for use in the FY 2025-26 budget amendment process. If all budget amendments are approved, $15,000 in ongoing Council Contingency funds will remain.

Discussion:

The following items have been submitted as FY 2025-26 budget and Capital Improvement Program (CIP) amendments. Also included is a proposed motion for each amendment item that identifies the amount and specific account names and numbers to allow for individual budget amendments to be approved or changed and ensure there is a transparent record of the budget impact of the amendment. It is not necessary to include the account numbers when reading the motions. City Council has the option to approve the Budget Amendments as a group with a

single motion or one at a time via individual motions.

CITY MANAGER DEPARTMENT, AIRPORT DIVISION:

1) Provide one-time funding of $20,000 to the City Manager Department, Airport Division, for an airport entryway monument sign. (Mayor Hartke, Vice Mayor Ellis and Councilmember Hawkins)

Move to transfer $20,000 from one-time General Fund Council Contingency (101.1290.5924) to the Airport Operating Enterprise Fund, Airport cost center, Airport Improvements account (635.4100.6910) for an airport entryway monument sign.

COMMUNITY SERVICES DEPARTMENT:

2) Provide one-time funding of $30,000 to the Community Services Department for a For Our Parks Clean-Up Day, where volunteers and staff focus on cleaning up City parks and ball fields. (Mayor Hartke and Councilmembers Encinas and Hawkins)

Move to transfer $30,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Park Development and Operations cost center, Buildings Repairs and Maintenance account (101.4530.5410) for a For Our Parks Clean-Up Day.

3) Provide one-time funding of $25,000 to the Community Services Department for an all-inclusive playground structure at Pima Park. (Mayor Hartke, Councilmembers Encinas and Poston)

Move to transfer $25,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Capital Projects Fund, Parks Capital cost center, Improvements account, Existing Community Park Improvements and Repairs Program (401.4580.6611.0000.6PR530) for an all-inclusive playground structure at Pima Park.

4) Provide ongoing funding of $30,000 to the Community Services Department for an early literacy program at Chandler libraries. (Councilmembers Orlando and Poston)

Move to transfer $30,000 from ongoing General Fund Council Contingency (101.1290.5924) to the General Fund, Library cost center, Other Professional Services account (101.4310.5219) for an early literacy program.

5) Provide one-time funding of $50,000 to the Community Services Department for construction of a cricket pitch at Tumbleweed Park. (Mayor Hartke and Councilmembers Orlando and Poston)

Move to transfer $50,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Government Capital Projects Fund, Parks

Capital cost center, Improvements account, Tumbleweed Regional Park program (401.4580.6611.0.6PR044) for construction of a cricket pitch at Tumbleweed Park.

6) Provide one-time funding of $30,000 to the Community Services Department for a ramada replacement at Hoopes Park. (Councilmembers Encinas and Poston)
Move to transfer $30,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Government Capital Projects Fund, Parks Capital cost center, Improvements account, Existing Neighborhood Park Improvement/Repairs program (401.4580.6611.0.6PR049) for a ramada replacement at Hoopes Park.

CITY MANAGER DEPARTMENT, CULTURAL DEVELOPMENT DIVISION:
7) Provide one-time funding of $15,000 to the City Manager Department, Cultural Development Division, for a Ballet Under the Stars event in partnership with the Chandler Cultural Foundation and Ballet Arizona. (Mayor Hartke, Vice Mayor Ellis and Councilmember Orlando)
Move to transfer $15,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Center for the Arts cost center, Other Professional Services account (101.1100.5219) for a Ballet Under the Stars event.

8) Provide one-time funding of $12,000 to the City Manager Department, Cultural Development Division, for Jazz Appreciation Month expansion for the continuation of programs to serve downtown and the surrounding neighborhoods. (Mayor Hartke and Councilmembers Harris and Orlando)
Move to transfer $12,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Special Events cost center, Other Professional Services account (101.4559.5219) for Jazz Appreciation Month expansion.

9) Provide one-time funding of $45,000 to the City Manager Department, Cultural Development Division, for Semiquincentennial Events for America 250 Celebrations. (Mayor Hartke and Councilmembers Harris and Hawkins)
Move to transfer $45,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Cultural Development Museum cost center, Food and Events account (101.4560.5312) for Semiquincentennial Events for America 250 Celebrations throughout the year 2026.

10) Provide one-time funding of $15,000 to the City Manager Department, Cultural Development Division, for an art mural in collaboration with local schools and neighborhoods. (Councilmembers Orlando and Poston)

Move to transfer $15,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Center for the Arts cost center, Other Professional Services account (101.1100.5219) for an art mural in collaboration with local schools and neighborhoods.

11) Provide one-time funding of $20,000 to the City Manager Department, Cultural Development Division, for a Downtown Art Walk and First Friday events in partnership with Downtown Chandler Community Partnership. (Councilmembers Hawkins and Orlando)
Move to transfer $20,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Downtown Redevelopment cost center, Other Professional Services account (101.1540.5219) for a Downtown Art Walk and First Friday events.

CITY MANAGER DEPARTMENT, DIVERSITY, EQUITY, AND INCLUSION (DEI) DIVISION:
12) Provide one-time funding of $5,000 to the City Manager Department, DEI Division, for DEI Mini-Grant funding which allows the City to fund up to 20 programs that provide diversity education to K-12 Chandler students. (Councilmembers Ellis and Orlando)
Move to transfer $5,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, DEI cost center, Other Professional Services account (101.1062.5219) for DEI Mini-Grant funding.

13) Provide one-time funding of $10,000 to the City Manager Department, DEI Division, for an event on or near Cesar Chavez's birthday that will educate and highlight Cesar Chavez's work and legacy. (Councilmembers Encinas and Orlando)
Move to transfer $10,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, DEI cost center, Other Professional Services account (101.1062.5219) for a Cesar Chavez event.

14) Provide one-time funding of $10,000 to the City Manager Department, DEI Division, for mental health resources to support community-wide programs and events geared to help children and adults who are struggling with mental health issues of depression, anxiety, suicidal thoughts, and self-harm. (Vice Mayor Ellis and Councilmembers Harris and Orlando)
Move to transfer $10,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, DEI cost center, Sponsorships/Donation account (101.1062.5265) to support community-wide mental health programs and events.

CITY MANAGER DEPARTMENT, ECONOMIC DEVELOPMENT DIVISION:

15) Provide one-time funding of $10,000 to the City Manager Department, Economic Development Division, for sponsorship opportunities at Chandler Chamber of Commerce events. (Mayor Hartke, Vice Mayor Ellis, and Councilmembers Encinas, Harris, Hawkins, Orlando, and Poston)
Move to transfer $10,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Economic Development cost center, Sponsorships/Donations (101.1520.5265) for sponsorship opportunities at Chandler Chamber of Commerce events.

16) Provide one-time funding of $1,000 to the City Manager Department, Economic Development Division, for business roundtable events. (Councilmembers Harris and Poston)
Move to transfer $1,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Economic Development cost center, Sponsorships/Donations (101.1520.5265) for business roundtable events.

FIRE DEPARTMENT:
17) Provide one-time funding of $30,000 to the Fire Department for the procurement of special response equipment. (Mayor Hartke, Vice Mayor Ellis and Councilmember Orlando)
Move to transfer $30,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Fire Support Services cost center, Other Equipment NOC account (101.2260.6320) for the procurement of special response equipment.

MAYOR AND COUNCIL DEPARTMENT:
18) Provide one-time funding of $5,000 to Mayor and Council Department for City Council promotional items to hand out to guests visiting City Council at City Hall. (Vice Mayor Ellis and Councilmembers Harris and Orlando)
Move to transfer $5,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Mayor and Council cost center, Protocol account (101.1020.5268) for promotional items to giveaway to guests visiting City Council at City Hall.

NEIGHBORHOOD RESOURCES DEPARTMENT:
19) Provide ongoing funding of $40,000 to the Neighborhood Resources Department for grant allocation for non-profit applications. (Vice Mayor Ellis and Councilmembers Encinas and Orlando)
Move to transfer $40,000 from ongoing General Fund Council Contingency (101.1290.5924) to the General Fund, Community Development cost center, Social Services account (101.4700.5225) for grant allocation for non-profit applications.

20) Provide one-time funding of $10,000 to the Neighborhood Resources Department for the Golden Neighbors program to continue outreach to the senior citizen population and organize community events addressing senior isolation. (Vice Mayor Ellis and Councilmembers Harris and Orlando)
Move to transfer $10,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Neighborhood Preservation cost center, Other Supplies account, Golden Neighbors sub-account (101.1061.5322.7NGN) for supplies for the Golden Neighbors program.

21) Provide one-time funding of $1,000 to the Neighborhood Resources Department for the Family Self-Sufficiency (FSS) Fund to purchase food and water for FSS-sponsored events for attendees at classes held at various locations. (Mayor Hartke, Vice Mayor Ellis and Councilmember Harris)
Move to transfer $1,000 from one-time General Fund Council Contingency (101.1290.5924) to the Proceeds Reinvestment Projects Fund, Housing and Redevelopment cost center, Food and Events account (236.4650.5312) to purchase food and water for FSS sponsored events for attendees at classes held at various locations.

22) Provide one-time funding of $10,000 to the Neighborhood Resources Department for supplies for Chandler back-to-school events. (Mayor Hartke, Vice Mayor Ellis, and Councilmember Harris)
Move to transfer $10,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Neighborhood Resources cost center, Other Supplies account (101.1060.5322) for supplies for Chandler back-to-school events.

POLICE DEPARTMENT:
23) Provide one-time funding of $10,000 to the Police Department for Domestic Violence Prevention Events. (Vice Mayor Ellis and Councilmember Orlando)
Move to transfer $10,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Criminal Investigations cost center, Food and Events account, Domestic Violence Restricted Use sub-account (101.2040.5312.5DVR) for Domestic Violence Prevention Events.

Financial Implications:

Proposed one-time budget amendments submitted total $364,000 and ongoing requests total $70,000. If the full amount of appropriation is not used during the amendment process, the remaining appropriation in the Council Contingency will be available for Council to use during FY 2025-26, should the need arise. Future appropriations from unallocated Council Contingency funding require a formal vote of the Council. Council approval of all proposed budget amendments shall result in a transfer of the Council Contingency appropriation to department budgets and authorize staff to implement, at an administrative level, the initiatives identified in the proposed budget amendments.

Attachments

FY 25-26 Budget Amendments

FY 2025-26 Budget Amendment Summary

Department	Project	One-Time	Ongoing	Councilmember(s)
Airport	Airport Entryway Sign	$20,000		Hartke, Ellis, Hawkins
Community Services	For Our Parks Day (San Marcos Park)	$30,000		Hartke, Encinas, Hawkins
Community Services	All Inclusive Playground Equipment (Pima Park)	$25,000		Hartke, Encinas, Poston
Community Services	Early Literacy Program		$30,000	Orlando, Poston
Community Services	Cricket Pitch at Tumbleweed	$50,000		Hartke, Orlando, Poston
Community Services	Hoopes Park Ramada (Replacement)	$30,000		Encinas, Poston
Cultural Development	Ballet Under the Stars	$15,000		Hartke, Ellis, Orlando
Cultural Development	Jazz Appreciation Month	$12,000		Hartke, Harris, Orlando
Cultural Development	Semiquincentennial Events	$45,000		Hartke, Harris, Hawkins
Cultural Development	Art Mural	$15,000		Orlando, Poston
Cultural Development	Downtown Art Walk First Friday Event	$20,000		Hawkins, Orlando
DEI	Diversity Mini-grants	$5,000		Ellis, Orlando
DEI	Cesar Chavez Events	$10,000		Encinas, Orlando
DEI	Mental Health Programming	$10,000		Ellis, Harris, Orlando
Economic Development	Chandler 100/Business Summit Sponsorship	$10,000		Hartke, Ellis, Encinas, Harris, Hawkins, Orlando, Poston
Economic Development	Business Roundtable Events	$1,000		Harris, Poston
Fire	Special Response Equipment	$30,000		Hartke, Ellis, Orlando
Mayor & Council	City Council Promotional Items	$5,000		Ellis, Harris, Orlando
Neighborhood Resources	Grant Allocation for Non-Profit Applications		$40,000	Ellis, Encinas, Orlando
Neighborhood Resources	Golden Neighbors	$10,000		Ellis, Harris, Orlando
Neighborhood Resources	Family Self-Sufficiency Fund (Public Housing)	$1,000		Hartke, Ellis, Harris
Neighborhood Resources	Back to School Supplies	$10,000		Hartke, Ellis, Harris
Police	Domestic Violence Awareness	$10,000		Ellis, Orlando
		$364,000	$70,000	
		Total	**$434,000**	

City Council Memorandum Neighborhood Resources Memo No. N/A

Date: July 14, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Leah Powell, Neighborhood Resources Director
Riann Balch, Community Resources Senior Manager
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Agreement No. NR5-952-4899, Human Services, General Services

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Proposed Motion:

Move City Council approve Agreement No. NR5-952-4899, for Human Services, General Services, with multiple contractors as detailed in the attached spreadsheet, in a combined amount not to exceed a total of $865,443.01, for the period of one year, beginning July 1, 2025, through June 30, 2026.

Background/Discussion:

In 1987, the City of Chandler established a formal process to support non-profit agencies in delivering human services to Chandler residents. Since then, the Chandler City Council has allocated funding annually to sustain these essential services. In Fiscal Year 2009-2010, the base allocation reached just over $1,000,000 and has remained at or above this level with the addition of supplemental funds. The FY 2025-2026 total allocation is $2,115,443.01.

The Neighborhood Resources Department (NRD) conducts periodic community needs assessments to understand the human service needs of Chandler residents. Based on these assessments and other data, the Housing and Human Services Commission (HHSC) develops Service Area Priorities to ensure that Chandler funds address the community's most urgent needs. In 2010 and again in 2019, the allocations process was revised in conjunction with community needs assessments to improve operational efficiencies and update funding priorities. In 2024, NRD updated the 2019 Community Needs Assessment and, with the City Council's guidance, developed recommendations to further refine the allocations

process and enhance the impact of the city's investment in human services delivery. The new guidelines update Service Area Priorities and establish dedicated funds for the services in highest demand.

On June 27, 2024, City Council passed and adopted Resolution No. 5824 authorizing the Human Services Funding Guidelines (Exhibit A) and adopting the Service Area Priorities (Exhibit B) recommended by the HHSC based on the results of the 2024 Community Needs Assessment. The four Service Area Priorities are: 1) Housing Stability and Homelessness; 2) Health and Behavioral Health; 3) Education and Enrichment; and 4) Basic Needs. Two categories, Core Services and General Services were identified for each Service Area Priority. Organizations applying for General Services could apply for up to ten percent of the anticipated funding available, and organizations applying for Core Services could apply for three percent of the anticipated funding available. Per the Funding Guidelines, the amount allocated to each of the two categories was based on the percentage of funds requested in each category. As a result, 41 percent or $860,931.63 was allocated for General Services activities. The Funding Guidelines allow for up to ten percent of available funds to be moved between Core Services and General Services at the discretion of the evaluation committee. The evaluation committee opted to move $4,511.38 originally allocated to Core Services to General Services.

The city received 43 applications totaling $1,727,591.40 in requests for FY 2025-2026 General Funds designated for Human Services, General Services. The evaluation committee recommends funding 34 of the requests in a total amount of $865,443.01.

Evaluation:

On March 3, 2025, City staff issued Request for Proposal No. NR5-952-4899, for Human Services, General Services. Notification was sent to all registered vendors. The evaluation committee, which was composed of three HHSC members, two subject matter experts, and 2 city staff, evaluated the proposals and recommends award to multiple contractors as detailed in the attached spreadsheet.

Financial Implications:

Fiscal Year 2025-2026 Human Services, General Services allocations totaling $865,443.01 will be funded by the City of Chandler General Fund as part of the Fiscal Year 2025-2026 operations budget from the Social Services Fund and Youth Enhancement Program Funds. The City Manager or his designee is authorized to enter into agreements pursuant to Agreement No. NR5-952-4899.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4700.5846.0.0.0	General Fund	N/A	$314,480.00	N
101.4700.5225.0.0.0	General Fund	N/A	$550,963.01	N

Attachments

Human Services, General Services

Exhibit A

Exhibit B

Human Services - General Services				
Agency	**Program**	**General Service**	**FY 25-26 Requested Amount**	**FY 25-26 Funding Recommendation**
A New Leaf	East Valley Men's Center	Emergency Shelter for Singe Men	$ 62,068.00	$ -
Arizona Burn Foundation	FY26 Early Childhood Burn Prevention & Fire Safety Education Program	Early Childhood Burn Prevention	$ 20,000.00	$ 20,000.00
Assistance League of East Valley	Operation School Bell	School Uniforms for Youth	$ 30,000.00	$ 15,000.00
Aster Aging, Inc.	Basic Need Support for Vulnerable Seniors	Support Services for Older Adults	$ 60,000.00	$ 40,000.00
AZCEND	Food Bank	Food Assistance	$ 62,473.00	$ 62,473.00
AZCEND	I-HELP	Emergency Shelter for Single Individuals	$ 62,473.00	$ 62,473.00
Best Buddies International, Inc.	Best Buddies Friendship Project	Companionship for Youth with Disabilities	$ 10,000.00	$ 10,000.00
Big Brothers Big Sisters of Central Arizona (BBBSAZ)	Mentoring for Chandler's At-Risk Youth	Youth Mentorship	$ 15,000.00	$ 10,000.00
Catholic Charities Community Services, Inc.	My Sister's Place - Pathways - Services for Survivors of Domestic Violence	Domestic Violence Shelter Services	$ 75,500.00	$ 25,000.00
Central Arizona Shelter Services, Inc. (CASS)	General Human Services Application - Single Adult Shelter	Emergency Shelter for Single Individuals	$ 25,000.00	$ -
Chandler Cultural Foundation	Connecting Kids	Art Education for Youth	$ 15,000.00	$ 10,000.00
Chandler Gilbert ARC	Transportation Dispatcher	Transportation Services for Individuals with Disabilities	$ 15,810.00	$ 15,000.00
Child Crisis Arizona	Basic Needs for Chandler Families in Crisis	Basic Needs for Families	$ 35,000.00	$ 35,000.00
Child Crisis Arizona	Emergency Care for Foster Children and Youth	Emergency Housing for Youth	$ 50,000.00	$ 25,000.00
Compudopt Inc	Compudopt City of Chandler Application	Technology for Youth	$ 61,250.00	$ 20,000.00
Dress for Success Phoenix	Career Services & Workforce Development Programming for Chandler Women and Youth	Workforce Education for Youth	$ 50,000.00	$ -
East Valley JCC	Youth in Crisis	Afterschool Youth Programming	$ 62,000.00	$ -
Empact-Suicide Prevention Center (SPC)	Senior Peer Counseling Program	Behavioral Health Services for Older Adults	$ 12,770.00	$ 12,770.00
For Our City Chandler	For Our City-Chandler Operation Back to School	School Supplies for Youth	$ 25,000.00	$ 20,000.00
Gervonni Cares, Inc.	Human Services - General Services	Rent and Utility Assistance	$ 60,000.00	$ -
Junior Achievement of Arizona	Providing the JA BizTown Program to Primarily Low-Income City of Chandler Students	Financial Literacy for Youth	$ 15,000.00	$ 10,000.00
Landon's Legacy Foundation	Landon's Legacy	Emergency Response Training for Families	$ 10,507.40	$ 10,000.00
Matthew's Crossing Food Bank	Matthew's Crossing Food Bank	Food Assistance	$ 60,000.00	$ 31,554.01
Matthew's Crossing Food Bank	Meals To Grow Program	Food Assistance for Young Adults	$ 35,734.00	$ 10,000.00
Mesa United Way	Volunteer Income Tax Assistance Program (VITA)	Income Tax Assistance	$ 57,929.00	$ 20,000.00
Midwest Food Bank - Arizona Division	Emergency Food Box Program	Food Assistance	$ 60,000.00	$ 60,000.00
Neighbors Who Care, Inc.	Transportation	Transportation Services for Seniors	$ 27,500.00	$ 27,500.00
notMYkid, Inc.	Teen Drug & Mental Health Programs	Drug and Mental Health Education for Youth	$ 30,000.00	$ -
Oakwood Creative Care, Inc.	Programs for Low-Income Individuals at Oakwood Creative Care Adult Day Clubs and Dementia Hub	Day Services for Individuals with Dementia	$ 60,000.00	$ 40,000.00
One Small Step, Inc. - Clothes Cabin	Providing Clothing and Other Resources to Anyone In Need	Basic Needs for Individuals	$ 25,000.00	$ 20,000.00
Raising Special Kids	Raising Special Kids' Mentoring and Parent Support Program For Families with Children Who Have Disabilities	Support Services for Families with Children with Disabilities	$ 50,000.00	$ 20,000.00
Read on Chandler	Story School	Early Literacy Education	$ 52,000.00	$ -
Resurrection Street Ministry, Inc.	Driving Our Chander Veterans - 2025-2026	Transportation Services for Veterans	$ 15,000.00	$ 10,000.00
Resurrection Street Ministry, Inc.	Feeding Our Chandler Neighbors 2025-2026	Food Assistance	$ 60,000.00	$ 25,000.00
Resurrection Street Ministry, Inc.	Furniture / Housegoods For Chandler Move-Ins 2025-2026	Basic Needs for Individuals	$ 54,430.00	$ -
Save the Family Foundation of Arizona	Save the Family Housing Stabilization Assistance	Housing Support Services for Families	$ 62,473.00	$ 62,473.00
Semicolon Society	Community Hope Project	Community Mental Health Awareness	$ 15,000.00	$ -
Si Se Puede Foundation	STEM Enrichment Programming & Mobile Outreach	STEM Technology for Youth	$ 30,000.00	$ 10,000.00
St. Joseph the Worker	Workforce Development	Job Assistance for Adults	$ 20,000.00	$ 10,000.00
The Salvation Army, A California Corporation	Housing Stability Assistance	Rent and Utility Assistance	$ 60,000.00	$ 50,000.00
United Food Bank	Emergency Food Assistance in Chandler	Food Assistance	$ 15,000.00	$ 15,000.00
Valley of the Sun YMCA	Childcare Workforce Pathways Program	Workforce Education for Youth	$ 62,400.00	$ 31,200.00
Valley of the Sun YMCA	YMCA i-Learn Alternative Education Program	Alternative Education for Youth	$ 40,274.00	$ 20,000.00
			$ 1,727,591.40	$ 865,443.01

Exhibit A

Human Services Funding Guidelines

Approved June 27, 2024

Community Needs Assessment:

- Community needs assessments will be conducted periodically as determined by the environment.
- Funding priorities for recommendation to City Council will be developed by the Housing and Human Services Commission based on the results of community needs assessments and other data and factors deemed pertinent.

Service Categories:

1. Core Services: Services identified as a primary community need.
   - Applicants may request up to 10% of total available funding in the funding cycle.
   - Contracts for Core Services are eligible for up to four, one-year renewals based on performance and availability of funds, and at the city's discretion.

2. General Services: Services which meet a need identified in the funding priorities, but not identified as a Core Service.
   - Applicants may request up to 3% of total available funding in the funding cycle.
   - Contracts for General Services are not automatically eligible for renewal but may be eligible for renewal the following year at the city's discretion.

Procurement:

- The Procurement Office, in consultation with Neighborhood Resources, will release Request for Proposals (RFP's) for Core Services and General Services.
- The Procurement Office will facilitate the evaluation of proposal's and develop and execute purchase agreements.
- Neighborhood Resources will develop scopes of work, assess performance, monitor contracts, and issue payments.
- Specific operational and administrative requirements will be detailed in the RFP.

Evaluation Process:

- Committee members will include 3-5 members of Housing and Human Services Commission and 3-5 Community Stakeholders/Content Experts.
- Additional committee members may be added as needed.
- The evaluation process will be facilitated by the Procurement Office.
- The amount allocated to each service type (Core and General) is based on the percentage of the requests received by service category that year.
- Core Services will be evaluated first.
- The evaluation committee has discretion to move up to 10% between Core Services and General Services.
- The evaluation committee has discretion to award less than an applicant requests.

EXHIBIT B

Service Area Priorities

Service Area	Description	Example Activities
Housing Stability and Homelessness	Programs and services designed to prevent homelessness, address housing crisis, build housing stability and promote long-term housing security.	Eviction prevention, emergency shelter, domestic violence shelter, transitional housing, rapid rehousing, case management, housing search and selection, housing stability services, landlord engagement, move-in deposits/fees, moving services, move-in kits. **Core Service: Rent and utility assistance**
Health and Behavioral Health	Programs and services designed to meet physical, cognitive, and behavioral health needs.	Medical care, dental care, dementia care, substance use disorder services, mental health services, crisis intervention, suicide prevention. **Core Services: Medical, dental and mental health services for youth**
Education and Enrichment	Programs and services designed to provide social-emotional development, educational attainment, and recreational and enrichment activities.	Early childhood development, school supplies, out-of-school programming, recreational and cultural opportunities, alternative education. **Core Service: Childcare and after school programming at youth facilities**
Basic Needs	Programs and services designed to assist with requirements of daily living, enhance employability, and increase earning potential.	Food, transportation, clothing, hygiene, diapers, workforce development, tax preparation. **Core Services: Meals for older adults**

City Council Memorandum Neighborhood Resources Memo No. N/A

Date:	July 14, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Leah Powell, Neighborhood Resources Director Riann Balch, Community Resources Senior Manager
From:	Christina Pryor, Procurement & Supply Senior Manager
Subject:	Agreement No. NR5-952, Human Services, Core Services

Proposed Motion:

Move City Council approve Agreement No. NR5-952, for Human Services, Core Services, with multiple contractors as detailed in the attached spreadsheet, in a combined amount not to exceed $1,250,000, for the period of one year, beginning July 1, 2025, through June 30, 2026.

Background/Discussion:

In 1987, the City of Chandler established a formal process to support non-profit agencies in delivering human services to Chandler residents. Since then, the Chandler City Council has allocated funding annually to sustain these essential services. In Fiscal Year 2009-2010, the base allocation reached just over $1,000,000 and has remained at or above this level with the addition of supplemental funds. The FY 2025-2026 total allocation is $2,115,443.01.

The Neighborhood Resources Department (NRD) conducts periodic community needs assessments to understand the human service needs of Chandler residents. Based on these assessments and other data, the Housing and Human Services Commission (HHSC) develops Service Area Priorities to ensure that Chandler funds address the community's most urgent needs. In 2010 and again in 2019, the allocations process was revised in conjunction with community needs assessments to improve operational efficiencies and update funding priorities. In 2024, NRD updated the 2019 Community Needs Assessment and, with the City Council's guidance, developed recommendations to further refine the allocations

process and enhance the impact of the city's investment in human services delivery. The new guidelines update Service Area Priorities and establish dedicated funds for the services in highest demand.

On June 27, 2024, City Council passed and adopted Resolution No. 5824 authorizing the Human Services Funding Guidelines (Exhibit A) and adopting the Service Area Priorities (Exhibit B) recommended by the HHSC based on the results of the 2024 Community Needs Assessment. The four Service Area Priorities are: 1) Housing Stability and Homelessness; 2) Health and Behavioral Health; 3) Education and Enrichment; and 4) Basic Needs. Two categories, Core Services and General Services were identified for each Service Area Priority. Organizations applying for General Services could apply for up to ten percent of the anticipated funding available, and organizations applying for Core Services could apply for up to three percent of the anticipated funding available. Per the Funding Guidelines, the amount allocated to each of the two categories was based on the percentage of funds requested in each category. As a result, 59 percent or $1,254,511.38 was allocated for Core Services activities. The Funding Guidelines allow for up to ten percent of available funds to be moved between Core Services and General Services at the discretion of the evaluation committee. The evaluation committee opted to move $4,511.38 originally allocated to Core Services to General Services.

The city received 16 applications totaling $2,478,119.41 in requests for FY 2025-2026 General Funds designated for Human Services, Core Services. The evaluation committee recommends funding 14 of the requests in a total amount of $1,250,000.

Evaluation:

On March 3, 2025, City staff issued Request for Proposal No. NR5-952, for Human Services, Core Services. Notification was sent to all registered vendors. The evaluation committee, which was composed of three HHSC members, who also served as matter experts, and two additional city staff, evaluated the proposals and recommends award to multiple contractors as detailed in the attached spreadsheet.

Financial Implications:

Fiscal Year 2025-2026 Human Services, Core Services allocations totaling $1,250,000 will be funded by the City of Chandler General Fund as part of the Fiscal Year 2025-2026 operations budget from Social Services Fund, Youth Enhancement Program Funding, and Acts of Kindness. The City Manager or his designee is authorized to enter into agreements pursuant to Agreement No. NR5-952-4899.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4700.5846.0.0.0	General Fund	N/A	$314,480.00	N
101.4700.5225.0.0.0	General Fund	N/A	$911,344.25	N
101.0000.2332.0.0.0	General Fund	N/A	$24,175.75	N

Attachments

Human Services, Core Services
Exhibit A
Exhibit B

Human Services - Core Services				
Agency	**Program**	**Core Service**	**FY 25-26 Requested Amount**	**FY 25-26 Funding Recommendation**
AZCEND	Rent and Utility Assistance	Rent and Utility Assistance	$ 208,243.00	$ 190,000.00
AZCEND	Utility Bill Assistance	Utility Assistance	$ 208,243.00	$ 100,000.00
AZCEND	Senior Meals	Meals for Older Adults	$ 208,243.00	$ 150,000.00
Boys & Girls Clubs of the Valley	Childcare and After School Programming	Childcare and After School Programming	$ 208,000.00	$ 60,000.00
Chandler Care Center	Medical, Dental, Mental Health Services for Youth	Medical Care for Youth	$ 224,814.41	$ 125,000.00
Dignity Health Foundation	Medical, Dental, Mental Health Services for Youth	Dental Care for Youth	$ 230,894.00	$ 150,000.00
East Valley JCC	Childcare and After School Programming	Childcare and After School Programming	$ 200,000.00	$ 80,000.00
East Valley JCC	Senior Meals - Jbox	Meals for Older Adults	$ 200,000.00	$ 40,000.00
East Valley JCC	Senior Meals - Congregate	Meals for Older Adults	$ 189,000.00	$ -
Gervonni Cares, Inc.	Housing Stability, Eviction Protection, Rental Assistance	Rent and Utility Assistance	$ 10,000.00	$ -
Live Love	Childcare and After School Programming	Childcare and After School Programming	$ 80,000.00	$ 40,000.00
Live Love	Senior Meals	Meals for Older Adults	$ 24,000.00	$ 24,000.00
Neighbors Who Care	Senior Meals	Meals for Older Adults	$ 21,000.00	$ 21,000.00
Oakwood Creative Care	Senior Meals	Meals for Older Adults	$ 50,000.00	$ 50,000.00
Save The Family Foundation of Arizona	Rent and Utility Assistance	Rent and Utility Assistance	$ 208,222.00	$ 180,000.00
Valley of the Sun YMCA	Childcare and After School Programming	Childcare and After School Programming	$ 207,460.00	$ 40,000.00
			$ 2,478,119.41	$ 1,250,000.00

Exhibit A

Human Services Funding Guidelines

Approved June 27, 2024

Community Needs Assessment:

- Community needs assessments will be conducted periodically as determined by the environment.
- Funding priorities for recommendation to City Council will be developed by the Housing and Human Services Commission based on the results of community needs assessments and other data and factors deemed pertinent.

Service Categories:

1. Core Services: Services identified as a primary community need.
   - Applicants may request up to 10% of total available funding in the funding cycle.
   - Contracts for Core Services are eligible for up to four, one-year renewals based on performance and availability of funds, and at the city's discretion.

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Procurement:

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- The Procurement Office will facilitate the evaluation of proposal's and develop and execute purchase agreements.
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Evaluation Process:

- Committee members will include 3-5 members of Housing and Human Services Commission and 3-5 Community Stakeholders/Content Experts.
- Additional committee members may be added as needed.
- The evaluation process will be facilitated by the Procurement Office.
- The amount allocated to each service type (Core and General) is based on the percentage of the requests received by service category that year.
- Core Services will be evaluated first.
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EXHIBIT B

Service Area Priorities

Service Area	Description	Example Activities
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Health and Behavioral Health	Programs and services designed to meet physical, cognitive, and behavioral health needs.	Medical care, dental care, dementia care, substance use disorder services, mental health services, crisis intervention, suicide prevention. **Core Services: Medical, dental and mental health services for youth**
Education and Enrichment	Programs and services designed to provide social-emotional development, educational attainment, and recreational and enrichment activities.	Early childhood development, school supplies, out-of-school programming, recreational and cultural opportunities, alternative education. **Core Service: Childcare and after school programming at youth facilities**
Basic Needs	Programs and services designed to assist with requirements of daily living, enhance employability, and increase earning potential.	Food, transportation, clothing, hygiene, diapers, workforce development, tax preparation. **Core Services: Meals for older adults**

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	July 14, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Bryan Chapman, Police Chief
From:	Brian Dunn, Commander
Subject:	Maricopa County Detention Services for Fiscal Year (FY) 2025-26

Proposed Motion:

Move City Council approve the use of Maricopa County detention services, for the booking and housing of inmates, in an aggregate amount not to exceed $1,477,573, for the period of one year, July 1, 2025, through June 30, 2026.

Background/Discussion:

The Maricopa County Sheriff's Office (MCSO) is responsible for booking and housing inmates—pre- and post-initial appearance, as well as post-conviction—in accordance with A.R.S. §11-441. This statute governs the detention of inmates by law enforcement agencies within each county. The City of Chandler has utilized Maricopa County detention services since before 2008 and remits monthly payments to MCSO for the actual costs incurred, including inmate housing and prisoner care.

During FY 2023–24, MCSO booked 893 prisoners and housed 581 prisoners arrested by the Chandler Police Department. Current booking and housing numbers for FY 2024–25 are trending slightly lower.

Evaluation:

Maricopa County provides detention services—including booking and housing—for individuals detained by the Chandler Police Department who cannot be held at the Gilbert-Chandler Unified Holding Facility (GCUHF) due to medical, behavioral, or jurisdictional reasons, or who are held for more than 24 hours.

Staff recommends continued use of Maricopa County detention services for the period of July 1, 2025, through June 30, 2026.

Financial Implications:

For FY 2025–26, the booking fee will increase from $642.83 to $662.23, and the daily housing fee will rise from $137.73 to $144.00. The Police Department's current budget appropriation is sufficient to cover the increased costs.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2071.5240.0.0.0	General Fund	N/A	$1,477,573.00	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date: July 14, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Donny Witt, Police Technology Senior Manager
Subject: Purchase of Mobile Communication Services for Fiscal Year (FY) 2025-26

Proposed Motion:

Move City Council approve the purchase of mobile communication services, from AT&T FirstNet, utilizing the State of Arizona Contract No. CTR052804, in an amount not to exceed $330,000.

Background/Discussion:

This request is to allocate $330,000 for AT&T cellular service to support all department-issued mobile devices for the Chandler Police Department for fiscal year 2025-2026. The requested funding will ensure continued service for approximately 400 active cell phones across patrol, investigations, command staff, and civilian units. This budgeted amount reflects the department's historical annual cellular service costs and anticipated usage for the coming year.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for carrier and broadband services. The City has a current agreement with the State allowing for the cooperative use of the State's contracts. The term of the State's contract is valid through August 11, 2025, with additional options to extend through August 11, 2029.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2065.5511.0.0.0	General Fund	N/A	$330,000.00	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-0907

Date:	July 14, 2025
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	Cristabel Dykstra, Utilities Administrative Support Manager
Subject:	Agreement No. PW5-890-4794, Amendment No. 1, for Water Meters

Proposed Motion:

Move City Council approve Agreement No. PW5-890-4794, Amendment No. 1, with Ferguson Enterprises LLC, for water meters, in an amount not to exceed $1,200,000, for the period of July 1, 2025, through June 30, 2026.

Background/Discussion:

The city maintains approximately 87,000 water meters. These meters record water use from residential, landscape, multifamily, commercial, government, school, medical, and industrial water users. Staff routinely replace or repair failed meters to ensure customers are billed accurately. In addition to meter maintenance and replacement, staff installs meters for new customers connecting to the city's distribution system. The city has standardized its new and replacement water meters to the Neptune brand. Ferguson Enterprises, LLC, is the sole-authorized distributor of Neptune water meters. This agreement authorizes the purchase of meters, registers, and meter parts that are compatible with the existing meter reading system, utility billing system, and inventory.

The life expectancy of a water meter based on industry standards is 15 years. Meters greater than 15 years old have a higher tendency to read inaccurately, resulting in incorrect billing or equipment failure. In addition to purchasing and installing meters for new customers and replacing failed meters, the city is in the process of replacing approximately 30,000 aged meters as part of the Advanced Metering Infrastructure (AMI) project. AMI is an integrated system of smart

meters, communication network, and data management which provides advanced, daily water consumption data. These meters are not only incompatible with AMI technology but are also reaching their normal end-of-life replacement. The new meters will be compatible with AMI and will also have a life expectancy of 20 years.

Evaluation:

On July 18, 2024, City Council approved an agreement with Ferguson Enterprises, LLC, for water meters, 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 with a price increase. Ferguson Enterprises, LLC, was notified by its manufacturer of price increases ranging from 4.2% to 14.35% on meter and meter-related parts. The manufacturer cites cost increases based on inflation in domestically sourced raw metal materials such as copper/bronze, cost increases for electronic components, and tariffs. Staff reviewed the requested increase and find it to be fair and reasonable with these types of materials, which are used for meters and other meter parts. Staff recommends an extension of this agreement for the term of July 1, 2025, through June 30, 2026. This is the second extension of the agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3800.5330.0.0.0	Water Operating	N/A	$450,000	N
612.3800.5330.0.0.0	Reclaimed Operating	N/A	$50,000	N
605.3880.5330.0.0.0	Water Operating	N/A	$600,000	N
612.3880.5330.0.0.0	Reclaimed Operating	N/A	$100,000	N

Attachments

Amendment No. 1

Docusign Envelope ID: 76830111-920D-4559-946B-A99119678195

City Clerk Document No. _____

City Council Meeting Date: July 17, 2025

CITY OF CHANDLER PURCHASE AGREEMENT
WATER METERS
CITY OF CHANDLER AGREEMENT NO. PW5-890-4794

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Ferguson Enterprises, LLC, a Virginia Limited Liability Company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2025 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for Water Meters (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2024, through June 30, 2025, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the first 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. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $1,200,000.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

Docusign Envelope ID: 76830111-920D-4559-946B-A99119678195

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____

Its: Area Sales Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Docusign Envelope ID: 76830111-920D-4559-946B-A99119678195

REVISED EXHIBIT B
COMPENSATION AND FEES

Item	Hardware	Requested Price	*Tariff (5%)	Requested Price + Tariff
	Description			
	MRX920 Mobile Data Collector	$10,018.80	$500.94	$10,519.74
	Neptune Gateway	$22,869.00	$1,143.45	$24,012.45
	Solar Gateway Adder	$2,000.00	$100.00	$2,100.00
	Annual System Maintenance			
	Description (Annual Fees Neptune 360) Pricing per unit per year			
	NEPTUNE 360 SOFTWARE			-
	AMR DATA - PER UNIT	$0.88	Exempt	$0.88
	AMI DATA - PER UNIT	$2.64	Exempt	$2.64
	AMI DATA – PER UNIT (CELLUAR)	$7.31	Exempt	$7.31
	Residential Meters			
	T-10			
	5/8”x3/4” R900i T-10 Meter w/ Antenna	$264.63	$13.23	$277.86
	3/4” R900i T-10 Meter w/ Antenna	$302.74	$15.14	$317.88
	1” R900i T-10 Meter w/ Antenna	$362.64	$18.13	$380.77
	1 1/2” R900i T-10 Meter w/ Antenna	$645.78	$32.29	$678.07
	2” R900i T-10 Meter w/ Antenna	$796.06	$39.80	$835.86
	MACH10			
	5/8”x3/4” R900i MACH10 Meter w/ Antenna	$286.41	$14.32	$300.73
	3/4” R900i MACH100 Meter w/ Antenna	$339.77	$16.99	$356.76
	1” R900i MACH10 Meter w/ Antenna	$384.42	$19.22	$403.64
	1 1/2” R900i MACH10 Meter w/ Antenna	$927.83	$46.39	$974.22
	2” R900i MACH10 Meter w/ Antenna	$1,096.62	$54.83	$1,151.45
	+$25 adder for Cellular MIU	$27.23	$1.36	$28.59
	Accessories			
	Description			
	6ft Antenna Assembly (thru the lid)	$31.58	$1.58	$33.16
	25ft Antenna Assembly (thru the lid)	$45.74	$2.29	$48.02
	R900i Register (any size) (W/Antenna)	$219.98	$11.00	$230.98

Docusign Envelope ID: 76830111-920D-4559-946B-A99119678195

	Large Meters			
	Description			
	Size (inches)			
	3 x 12 MACH10	**$3,344.32**	**$167.22**	**$3,511.53**
	4 x 14 MACH10	**$4,236.21**	**$211.81**	**$4,448.02**
	6 x 18 MACH10	**$7,085.03**	**$354.25**	**$7,439.29**
	8 x 20 MACH10	**$11,192.74**	**$559.64**	**$11,752.38**
	Price structure for incidental parts and service			
	25% Discount off Neptune List Price			
	25% Discount off Ferguson Price List			
	$3 per meter credit for scrap			
	***Seller reserves the right to adjust its prices to reflect the impact of any new or increased tariffs affecting Seller's cost at the time of shipment. Seller will also update pricing due to decreased tariffs affecting Seller's cost at the time of shipment.**			

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA25-096

Date: July 14, 2025
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Danny Sargent, Water Systems Senior Manager
Subject: Agreement No. PW1-745-4336, Amendment No. 4, with Vincon Engineering Construction, LLC, for Right-of-Way Repairs

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Proposed Motion:

Move City Council approve Agreement No. PW1-745-4336, Amendment No. 4, with Vincon Engineering Construction, LLC, for right-of-way repairs, in an amount not to exceed $225,000, for a one-year period, August 1, 2025, through July 31, 2026.

Background/Discussion:

Repair and maintenance of water distribution mains, service connections, valves, and hydrants often require removal of existing concrete and asphalt within the public right-of-way. The Water Distribution Division will use this agreement to repair damage to the city's right-of-way as a result of water main break repairs or maintenance of the water distribution system.

Evaluation:

On July 15, 2021, City Council approved an agreement with Vincon Engineering Construction, LLC, for right-of-way repairs, for a one-year period, with the option of up to four (4) one-year extensions. The contractor has agreed to extend for one additional year at the same terms, conditions, and a price increase of 5% due to escalating labor and material costs. Staff finds the increase reasonable and continues to be satisfied with the services provided. Staff recommends extension of this agreement for the term of August 1, 2025, through July 31, 2026. This is the fourth extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3800.5219.0.0.0	Water Operating	N/A	$225,000	N

Attachments

Amendment No. 4

Docusign Envelope ID: 482156B3-B57B-42AA-90D4-1CA9329BF7AA

City Clerk Document No. _____

City Council Meeting Date: July 17, 2025

AMENDMENT TO CITY OF CHANDLER AGREEMENT
RIGHT OF WAY REPAIRS
CITY OF CHANDLER AGREEMENT NO. PW1-745-4336

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 Vincon Engineering Construction, LLC, (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 right of way repairs (Agreement); and

WHEREAS, the term of the Agreement was August 1, 2021, through July 31, 2022, with the option of up to four one-year extensions; and

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

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III is amended to read as follows: The Agreement is extended for a one-year period August 1, 2025, through July 31, 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 the original Agreement, attached to and made a part of this Amendment No. 4. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed $225,000.

Docusign Envelope ID: 482156B3-B57B-42AA-90D4-1CA9329BF7AA

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Troy Colby

Its: Member

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

Docusign Envelope ID: 482156B3-B57B-42AA-90D4-1CA9329BF7AA

REVISED EXHIBIT B-PRICING

Section 1 – Routine Repairs / Service (requires a 14-day repair time). Prices are tax inclusive.

Line #	Description	U.O.M.*	Qty	Unit Price
1.	**Saw cut: per linear foot / per inch**			
	0-2.0" deep	LF	400	$ 0.63
	2.1" – 3.0" deep	LF	400	$ 1.27
	3.1" – 4.0" deep	LF	400	$ 1.90
	Greater than 4.0" deep	LF	400	$ 6.33
2.a.	**EVAC Asphalt Removal & Replacement**			
	0" to 4.0" deep, 1 – 10 sq. yd.	SY	400	$ 117.88
	0" to 4.0" deep, 11 – 100 sq. yd.	SY	400	$ 111.55
	4" to 8" deep, 1 – 10 sq. yd.	SY	400	$ 153.42
	4" to 8" deep, 11 – 100 sq. yd.	SY	400	$ 147.09
2.b.	**Rubberized Asphalt Removal & Replacement**			
	0" to 4.0" deep, 1 – 10 sq. yd.	SY	80	$ 126.67
3.	2" Asphalt Cap	SY	800	$ 44.33
4.	Asphalt milling up to 2" deep per sq. yd.	SY	80	$ 11.40
5.	Asphalt milling between 2.1"-4.0" deep per sq. yd.	SY	80	$ 12.67
6.	Sub-base and sub-base grade removal and replacement, per cu yd.	CY	80	$ 234.34
7.	City of Chandler Uniformed Police Officer (if required). Contractor to be paid the cost of hiring police officer.	N/A	N/A	$ 3,500.00
8.	Traffic control for arterial and collector (per 24-hour day)	DAY	60	$ 1,076.70
9.	Traffic control for local streets (per 24-hour day)	DAY	15	$ 253.34
10.	New A/C only, 1" deep per sq. yd.	SY	75	$ 19.00
11.	Remove concrete curb & gutter (per lineal foot)	LF	175	$ 17.73
12.	Place concrete curb & gutter (per lineal foot)	LF	175	$ 40.04
13.	Removal of concrete flatwork, 0-4" (per sq. ft.)	SF	120	$ 4.43
14.	Removal of concrete flatwork, 4.1" – 8.0" (per sq. ft.)	SF	120	$ 6.02
15.	Place finished concrete flatwork, 0-4" (per sq. ft.)	SF	400	$ 12.55
16.	Place finished concrete flatwork, 4.1" – 8.0" (per sq. ft.)	SF	120	$ 16.23
17.	Sidewalk, Per MAG Detail #230	SF	800	$ 12.55
18.	Ramp, Per MAG Detail #235-1 (2017)	EA	1	$ 1,354.27
19.	Valve Box/Collars Per COC Standard C307 & C317	EA	15	$ 765.86
20.	Ramp, Per MAG Detail #235-5 (2017)	EA	1	$ 1,354.27
21.	General survey	EA	20	$ 126.67
22.	Crack seal (per lineal foot)	LF	400	$ 1.90
23.	Minimum Charge for Projects under 5' x 8' in size	EA	20	$ 3,166.77

Docusign Envelope ID: 482156B3-B57B-42AA-90D4-1CA9329BF7AA

Section 2 – Emergency Repairs / Service (requires a 7 day repair time). Prices are tax inclusive.

Line #	Description	U.O.M. *	Qty	Unit Price
1.				
	0-2.0" deep	LF	250	$ 0.63
	2.1" – 3.0" deep	LF	250	$ 1.27
	3.1" – 4.0" deep	LF	250	$ 1.90
	Greater than 4.0" deep	LF	250	$ 6.33
2.a.				
	0" to 4.0" deep, 1 – 10 sq. yd.	SY	250	$ 117.88
	0" to 4.0" deep, 11 – 100 sq. yd.	SY	250	$ 111.55
	4" to 8" deep, 1 – 10 sq. yd.	SY	250	$ 153.42
	4" to 8" deep, 11 – 100 sq. yd.	SY	250	$ 147.09
2.b.				
	0" to 4.0" deep, 1 – 10 sq. yd.	SY	50	$ 126.67
3.	2" Asphalt Cap	SY	500	$ 44.33
4.	Asphalt milling up to 2" deep per sq. yd.	SY	50	$ 11.40
5.	Asphalt milling between 2.1"-4.0" deep per sq. yd.	SY	50	$ 12.67
6.	Sub-base and sub-base grade removal and replacement, per cu yd.	CY	50	$ 234.34
7.	City of Chandler Uniformed Police Officer (if required). Contractor to be paid the cost of hiring police officer.	N/A	N/A	$ 3,500.00
8.	Traffic control for arterial and collector (per 24-hour day)	DAY	40	$ 1,076.70
9.	Traffic control for local streets (per 24-hour day)	DAY	10	$ 253.34
10.	New A/C only, 1" deep per sq. yd.	SY	50	$ 19.00
11.	Remove concrete curb & gutter (per lineal foot)	LF	100	$ 17.73
12.	Place concrete curb & gutter (per lineal foot)	LF	100	$ 40.04
13.	Removal of concrete flatwork, 0-4" (per sq. ft.)	SF	75	$ 4.43
14.	Removal of concrete flatwork, 4.1" – 8.0" (per sq. ft.)	SF	75	$ 6.02
15.	Place finished concrete flatwork, 0-4" (per sq. ft.)	SF	250	$ 12.55
16.	Place finished concrete flatwork, 4.1" – 8.0" (per sq. ft.)	SF	75	$ 16.23
17.	Sidewalk, Per MAG Detail #230	SF	500	$ 12.55
18.	Ramp, Per MAG Detail #235-1 (2017)	EA	1	$ 1,354.27
19.	Valve Box/Collars Per COC Standard C307 & C317	EA	5	$ 765.86
20.	Ramp, Per MAG Detail #235-5 (2017)	EA	1	$ 1,354.27
21.	General survey	EA	10	$ 126.67
22.	Crack seal (per lineal foot)	LF	250	$ 1.90
23.	Minimum Charge for Projects under 5' x 8'	EA	10	$ 3,166.77

ITEM 24

City Council Memorandum **Management Services** **Memo No. MS 25-121**

Date: July 14, 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 June 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 – June 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.: 4798
Subject: Housing Rehabilitation Program Management Services
Contractor: Rick Smith
Value: $50,000.00
Notes: Provides consultant services for rehabilitation program.

Agreement No.: PW2-924-4411
Subject: Water Reservoir Inspections
Contractor: Workhorse Diving and Salvage, LLC
Value: $75,000.00
Notes: Performs reservoir inspections for Public Works Department.

Agreement No.: 4804
Subject: Community Development Professional Services
Contractor: Barbara Bellamy
Value: $50,000.00
Notes: Provides consultant services for various community development programs.

Agreement No.: 4955
Subject: Solid Waste Skid Steer
Contractor: Bobcat of Phoenix
Value: $56,994.80
Notes: New steer skid loader for Solid Waste.

Agreement No.: BF2-031-4483
Subject: HVAC Filter Replacement Services
Contractor: DL Sales Corp
Value: $89,500.00
Notes: Provides HVAC services city-wide.

Agreement No.: AI2302.451
Subject: Taxiway B Improvements Phase I
Contractor: Dibble CM, LLC
Value: $97,160.00
Notes: Construction management services.

Contracts or Agreements with Significant (+50%) Price Changes Valued Between $50,000 and $99,999

Agreement No.:
Subject:
Contractor:
Value:
Notes: