



**CITY OF CHANDLER SERVICES AGREEMENT
TRANSIT SHELTERS AND RELATED SERVICES
CITY OF CHANDLER AGREEMENT NO. CM6-155-5083**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Southwest Fabrication, LLC, an Arizona Limited Liability Company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2026 (Effective Date).

RECITALS

A. City proposes to provide transit shelters and related services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

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

City means the City of Chandler, Arizona

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

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

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

furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is two years and begins on January 1, 2027, and ends on December 31, 2028, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to five additional terms of two years each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$390,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

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

increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

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

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by

the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

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

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

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

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

For the City	For the Contractor
Name: <u>Raquel McMahon</u>	Name: <u>Kyle J. Presler</u>
Title: <u>Procurement Officer</u>	Title: <u>Controller</u>
Address: <u>175 S. Arizona Ave.</u>	Address: <u>22233 N. 23rd Ave.</u>
<u>Chandler, AZ 85225</u>	<u>Phoenix, AZ 85027</u>
Phone: <u>480-782-2400</u>	Phone: <u>623-587-4648, x 0109</u>
Email: <u>raquel.mcmahon@chandleraz.gov</u>	Email: <u>kyle.presler@sw-fab.com</u>

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

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at

Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

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

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

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

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

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

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

to permit the City to verify Contractor's compliance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

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

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

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

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

5.42 Reserved.

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

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

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

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

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

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Kyle J. Presler

Controller

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

JMB

ATTEST:

By: _____

City Clerk

EXHIBIT A SCOPE OF WORK/SPECIFICATIONS

BACKGROUND

Contractor will provide and install new transit shelters/furniture, repair, and relocate or remove existing transit furniture.

Currently, there are approximately 380 bus stops throughout the City, of which approximately 270 have bus shelters and an additional 20 have benches and/or trash cans. Bus shelters range from small shelters (4' x 9') with one bench, a rear shade screen and no advertising kiosk; to large shelters (19' x 8') with a rear shade screen, mid-shade screen, three large benches, attached map kiosk, and detached advertising kiosk. There are also several different types and sizes of shelters in between these two examples.

TRANSIT FURNITURE MANUFACTURE AND INSTALLATION (GROUP 1 ITEMS)

Contractor shall provide transit shelter furniture to match existing transit furniture in the City, with minor modifications as specified herein.

Small and medium-size shelters shall have eyebolts in the top of the shelter located to allow for safe lifting of the shelter. The eyebolts must be located in such a way that the shelter can be lifted straight up by the use of a crane. The eyebolts must also be structurally sound and attached to hold two times the weight of the shelters. Large shelters must either meet the same eyebolt requirement as for small and medium-size shelters, or the proposer may construct the shelter in a way that would allow for belts or some other alternate strategy to be utilized to lift the shelter straight up by use of a crane. If an alternate methodology is used, the proposer must specifically detail how the shelter is to be lifted and certify that the roof or other lifting point is strong enough to hold a minimum of two times the weight of the shelters.

The transit shelters and furniture shall be designed from bent structural pipe and perforated steel. The shelter and all furniture shall be fully assembled prior to installation.

A certified welder shall perform all welding and related work. The Contractor shall have the welds and welding procedures inspected and tested to assure quality products, with certified reports provided to the City prior to installation.

All pipe coping shall be done using the machine coping procedure (not with a torch).

All designs must comply with the most recently adopted Americans with Disabilities Act (ADA) regulations. This includes, but is not limited to, providing required ADA clear spaces under shelters and maintaining required clear space for deployment of wheelchair ramp onto concrete pad.

All anchoring shall be with welded footplates with holes in the footplates for half inch (0.5") diameter anchor bolts. Products shall be anchored with a dual bolt base anchoring system with a minimum of two, half inch (0.5") bolt holes per foot plate per column.

The following specifications must be met:

- Beams, angles, channels, and plates---ASTM A36, Fy=36ksi or stronger
- Pipe material (roof frame, vertical supports, bench frame, etc.)---ASTM A501, Fy=36ksi or stronger
- High Strength bolts--- ASTM A325
- Nuts for high Strength bolts---ASTM A563. A

Shelters shall not have sharp or pointed edges. Any object that could be considered a threat or create harm to someone will not be acceptable. The Contractor shall replace or repair at its own cost.

Transit Furniture Manufacture shall be completed within four months of City placing order.

MATERIALS/FABRICATION

Mini shelter design shall match new mini shelters in Chandler. Examples of these shelters can be viewed at the Northeast corner of Ray Road and Pennington Drive and Northwest corner of Ray Road and Adams Street (see Figure 0). Mini shelters shall be 7.5' in length and 5' in depth. A middle shade screen shall be approximately 2' in length, making sure to leave a minimum 31" clear space to allow passage through the shelter. Side shade screens shall be installed on each end of the shelter and shall be approximately 20" on the near side of the shelter and 30" on the far side of the shelter. Each end of each side shade screen shall be attached to a vertical support for the shelter roof. Roof shall be a pitched flat steel roof with 7' 10" tall at highest point and 7' 4.5" at its lowest point. Shelter, detached 3-sided kiosk (design criteria in "Advertising Kiosks" section below), and trash receptacle must fit on 4.5' x 18' concrete pad. Mini shelter shall include three 2-foot benches located on each side of the middle shade screen and on the outside of the shelter, adjacent to the far-side shade screen.

Figure 0: Mini Shelter



Small shelter design shall match small, newer small shelters in Chandler. Examples of these shelters can be viewed at the southeast corner of Ray Rd./ Ponderosa Ave. and Ray Rd./Hamilton St. Small shelters shall be 11' – 11.5' in length by 4.25' in depth. The rear shade screen shall run the entire length of the shelter. Side shade screens, shall be placed on each end of the shelter. The side shade screen on the near-side of the shelter will be 12" wide. The side shade screen on the far-side of the shelter will be 9" wide. Each end of each side shade screen shall be attached to a vertical support for shelter roof. Roof shall be 7.5' tall at highest point and 7' at its lowest point. Shelter, detached 3-sided narrow kiosk (design criteria in "Advertising Kiosks" section below), and trash receptacle must fit on 2.5' x 22' concrete pad. Small shelter shall include one 5-foot bench located at one end of the rear shade screen, while the other end of the rear shade screen shall be left completely open so that there is a minimum 5' wide open space under the shelter roof for wheelchair seating and wheelchair ramp deployment.

Figure 1: Small Shelter



Medium shelter design shall match new medium-sized shelters in Chandler (See Figure 2). Examples of the new medium-sized shelters can be viewed at the southeast corner of Ray Rd./ Price Rd. (two attached kiosks). or the southwest corner of Dobson Rd./Chandler Blvd. Medium shelters shall be 13' long by 6' deep by 8' tall at highest point of roof and 7' at lowest point of roof. Medium shelters shall have a 8' mid-shade screen, leaving a four-foot wide space completely open for wheelchair passage and seating. Medium shelters shall have 23" wide side shade screens on both the near and far-side of the shelter. Medium shelter shall include two 6' benches. Price shall include pricing for medium shelters without kiosks and with two attached kiosks. Attached kiosks shall be the same as for the 2-sided kiosks, except that the back side shall be a flat steel panel, instead of a 2nd advertisement display.

Figure 2: Medium Shelter (No attached kiosks)



Figure 3: Medium Shelter (Attached Kiosks)



Large shelter design shall match the new large bus shelters utilized in the City of Chandler (See Figure 4). Examples of the new large shelters can be viewed at the northwest corners of Ray Rd./ and Ray Rd./ Alma School Rd. Large shelters shall be 18' - 18.5' long by 8' deep by 8.5' tall at highest point of roof and 7' at lowest point of roof. Large shelters shall have a rear shade screen on the near-side of the shelter 9' - 9.5' in length and a mid-shade screen on the far-side of the shelter, 8' - 8.5' in length. Large shelters shall have 3.5' side shade screens on each end. Large shelters shall have two 6-foot benches and one five-foot bench. The five-foot bench shall be placed against the rear shade screen. There shall be a minimum 4' wide open space between the end of the mid-shade screen and the 5' bench.

Figure 4: Large Shelter



Shelter Roof Frame and Vertical Supports

Minimum three-inch (3") schedule 40 standard pipe.

Shelter Roofing

Rollfab Metal Products or an approved equal. Roof shall be a standing-seam steel roof in a copper color, unless otherwise specified by City. Required certified testing results from American Society for Testing and the National Coil Coaters Association. All parts including the parts and materials for the removable roof shall be tamper proof and vandal resistant. Premium fluoropolymer coating produced with full strength Kynar 500 or Hylar 5000 resin.

The underside of the shelter roof shall be covered with minimum 16-gauge solid steel panels, painted to match the rest of the shelter. Panels shall be riveted into place using (3/16") stainless steel rivets on average every 10". Rivets are to start 1" from each side of the corners of the roof frame and work to the center of roof frame. There shall be no more than a 12" gap between rivets.

Shade Screens

Shade screens shall be a minimum of sixteen (16) gauge steel forty-two percent (42%) perforated with 0.75" solid channel border around outside.

Metal Channel: All shade screens are to be riveted using three-sixteenths inch (3/16") stainless steel rivets to a metal channel approximately 1" x 1/2" x 1/8". The channels are to be riveted using three-sixteenths inch (3/16") stainless steel rivets to the screen frame, vertical support, or roof frame on average every 12" - 14". Rivets are to start 1" from each side of the corners of the main shelter frame and channel and work to the center of the frame and channel on the outside perimeters of the shelter.

Screens are to be riveted to the metal channel on average every 6" using three-sixteenths inch (3/16") stainless steel rivets. Rivets are to start 1" from each side of the corners of the screen and channel and work to the center of the screen and channel on the outside perimeters of the shelter. There shall be no more than a 7" gap between rivets.

Shade screen frames: Mid-shade screens shall have a shelter framing 2" schedule 40 standard pipe, in the center, at top and bottom of screen, running lengthwise welded to the 3" vertical support uprights for the top and bottom screen to attach to. The top shade screen frame shall run lengthwise approximately 14" below the center underside of the roof of medium shelters and approximately 18" below the center underside of the roof of large shelters. The bottom frame of the shade screen shall run lengthwise 4" - 5" above the concrete shelter pad.

Rear-shade screens shall have a shelter framing 2" schedule 40 standard pipe, in the center and along the bottom of the screen, running lengthwise welded to the 3" vertical support uprights for the top and bottom screen to attach to. At the top, rear-shade screens shall be attached to the shelter's roof frame (riveted to metal channel). The bottom frame of the shade screen shall run lengthwise 4" - 5" above the concrete shelter pad.

Side shade screens shall have a shelter framing 2" schedule 40 standard pipe, at the top and bottom of screen, welded to the 3" vertical support uprights for the screen to attach to. The bottom of the side shade screen shall be the same height as the mid and/ or rear shade screens. The height of the top of the shade screen shall be such that there is enough space to fit the transit logo (sizes specified below) without leaving any gaps between the roof and side shade screen. For medium and large shelters, this height should match the top of the mid-shade screen.

Transit Logo

Transit logo panels must be manufactured using a minimum 1/8" steel with cut out letters and shall be installed by the Contractor. The panels will be integrated into the shelter and visible from two directions. Panel sizes for large shelters must be 42" wide and 16.5" tall on the high side and 6" tall on the low side. Panel sizes for medium shelters must be 23" wide and 12.5" tall on the high side and 8.5" tall on the low side. Panel sizes for small shelters must be 9" wide and approximately 15" tall on the high side and approximately 12" tall on the low side. All panels shall say 'BUS' in large lettering (minimum 6" height) and shall incorporate the City of Chandler logo (see Figure 5) as well. The word 'BUS' will be cut using plasma or a laser cutter. The City logo may be cut using plasma or a laser cutter, may be painted onto logo

panel, or may be attached as a sticker only if approved by City after inspection of material quality. If painted, the logo may be one solid color (to be selected by City). If painted, Contractor must leave one stencil with City's Contract Administrator upon completion of work.

Figure 5: City Logo



BENCHES

Minimum 1.5" X .120 pipe steel for bench frame. Bench seating screens shall be a minimum of ten (10) gauge steel forty-two percent (42%) perforated. All benches shall have an armrest on each end of the bench. All 5-foot benches shall have one arm-rest bar in the middle of the bench. All 6-foot benches shall have two arm-rest bars, evenly spaced. Armrest bars shall be minimum 1.5" schedule 40 standard pipe and shall rise at least 6" from bench seating screen. Arm-rest bars in the middle of benches shall be designed so that a person's legs do not fit underneath the arm-rest bar. Benches shall have four anchor points and be anchored in with ½" anchor bolts through the steel footing plates. Bench seating surface shall have a 20" depth and 17" seating surface height. Benches shall be placed so that bench seating surface is within 2.5" of shade screen, so that shade screen can comfortably be used as a backrest.

SOLAR LIGHTING UNITS

The solar lighting system shall be a complete operating system, with each subcomponent integrated and operating in parallel with each other.

Low Profile Installation: All equipment shall fit the contour and shape of the shelter structure with minimal visibility at street level. All wiring shall be hidden out of view and protected from tampering.

The solar system and all solar system parts shall be vandalism and theft resistant and shall be incorporated into the shelter to be as discreet and low profile as possible to attract as little attention as possible.

Equipment Frame/Casework shall use security hardware and be used throughout. Excluding the metal roof and solar panel fasteners, all exposed lighting equipment and related components shall be powder-coated to match the shelter color.

The whole system shall be lightweight and will be installed on the shelters without structural modifications (other than system fasteners, cable routing and brackets etc.).

The system will be fully integrated (as part of the shelter design), which includes solar LED dusk to dawn lighting system capable of providing a minimum of 3 foot-candle within the canopy area of the shelter with a minimum 4-year battery life. To achieve 3 foot-candle lighting throughout the entire shelter, large and medium shelters will require a dual lighting unit with two LED lights evenly spaced. Foot-candle intensity shall be measured at the bench.

ADVERTISING KIOSKS

Kiosks will have space to hold 4' x 6' posters inside hinged clear, UV resistant, window grade polycarbonate sheet (minimum 3/16" thickness) front enclosures. Support legs and frame shall be minimum 3" schedule 40 standard pipe. Two-sided kiosks shall hold 2 posters, back-to-back (See Figure 5). Three-sided kiosks shall hold three posters, forming an equilateral triangle (See Figure 6).

Figure 5: 2-sided kiosk

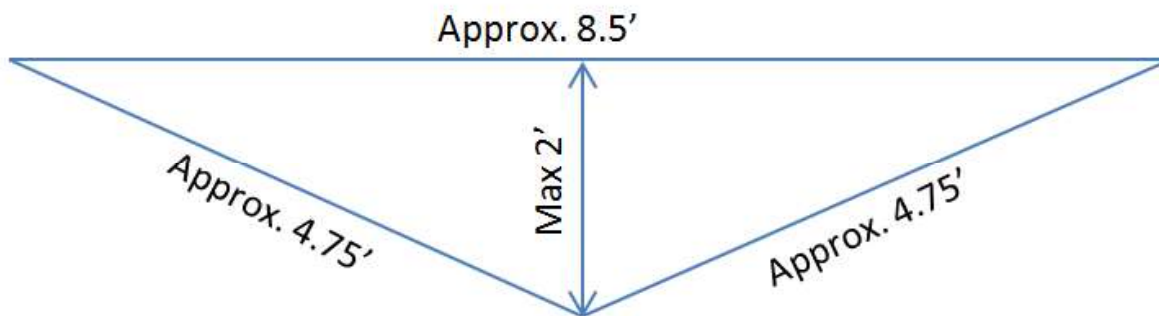


Figure 6: 3-sided kiosk



Narrow three-sided kiosk to accompany small shelter shall form an isosceles triangle of approximate lengths of 4.75' x 4.75' x 8.5' (see Figure 7). Rear side of kiosk shall provide a space for map display (4'x6'), while the remaining space on the rear side of the kiosk shall be covered with minimum 16-gauge solid steel panels, painted to match the rest of the kiosk. Panels shall be riveted to metal channels, meeting the same channel/ riveting requirements as for shade screens.

Figure 7: Narrow, 3-Sided Kiosk Dimensions



Kiosks shall be installed on the far side of the shelter so that it does not block passengers from the view of the bus driver.

TRASH RECEPTACLE

Cylindrical trash receptacles, matching trash receptacles at new large bus shelter locations in Chandler, with lid, constructed on minimum one-inch (1") steel channel frame and minimum 10-gauge steel plate with 16-gauge forty-two (42%) perforated steel with pin-fastened minimum eight-inch (8") diameter pipe pedestal six inches (6") tall. (See Figure 8).

The trash receptacle lid shall have same steel channel frame and 10-gauge steel plate as receptacle base, but shall also have a six-inch (6") hole (with same steel channel frame as for the outer radius of the lid) for the trash to be thrown in to the inside of the trash receptacle. The lid shall have a chain welded to it. The chain shall mount to a one-quarter inch (1/4") bolt that is welded inside the trash receptacle. The chain shall mount to the bolt with a lock nut fastening the chain on the bolt and against the trash receptacle. The trash receptacle shall have drainage holes located in the bottom outside edges of the trash receptacle.

Size: Thirty-gallon (30 gal) receptacle; top lid two feet (2') in diameter.

Anchoring: One half inch (1/2") anchor bolt through bottom (center) of pedestal.

Figure 8: Trash Receptacle



PAINT/COLOR

Unless City selects an alternate color, all shelters (except the roof), benches, kiosks, trash receptacles and any other transit furniture shall be oven-baked powder coated (color to be provided by City) per manufacture recommendations. Exterior TGIC polyester powder coated finish with a minimum mil thickness of 1.5 on all materials. Before ordering paint supplies, contractor shall verify City's color selection by checking with City's designated contract administrator. Contractor shall select a quality paint manufacture and submit to City for final approval. Paint application shall be per manufacturer's recommendations and testing requirements.

TRANSIT FURNITURE INSTALLATIONS

Contractor shall install all furniture at locations specified by City.

All transit furniture must be anchored using the welded foot plates and be capable of being anchored into either four (4") inch or six (6") thick concrete transit pads or a combination of concrete with brick pavers. It is the Contractor's responsibility to properly anchor all transit furniture.

Anchor holes must be drilled (prior to placement of furniture) into the concrete. The drill bit diameter and depth must be the same as recommended by anchor used. No more than 3 threads of the anchor bolt will be above the final installed nut on the anchor bolt. All nuts will be fastened per the design specification.

Installed shelters shall be left in a clean state, with all dust created from installation having been cleaned and removed. Any paint scratches shall be sanded and repainted before City accepts final installation.

Contractor shall provide a secure area to store all transit related furniture, components, and any other related hardware as needed for the duration of the contract at no additional cost to the City. Contractor shall store City's transit furniture in Contractor's yard until City is ready to have furniture installed at bus stop locations.

Once furniture manufacture is complete, installations shall be completed within ten business days of City request. If the City makes a request for a large number of furniture installations (six or more furniture sets) to be performed, City may allow up to ten additional business days for Contractor to complete the installations.

TRANSIT FURNITURE REMOVALS AND RELOCATIONS (GROUP 2 ITEMS)

Contractor shall furnish all labor, equipment, transportation, tools, and supplies necessary to remove, relocate, install and/or adjust the location of transit furniture. Removal work includes removing all transit furniture from site and transporting transit furniture to the City's surplus yard (975 E. Armstrong Way, Chandler, AZ 85286) or a designated salvage area. Relocation work includes removing all transit furniture from one bus stop location and re-installing this furniture at a different bus stop location as directed by the City. Installation work includes picking up transit furniture from City's surplus yard and installing transit furniture at a bus stop location as directed by City. Contractor shall supply anchoring hardware for relocations and installations.

Furniture removal shall be performed within five business days of City request. Furniture relocations shall be performed within ten business days. If the City makes a request for a large number of furniture relocations (six or more furniture sets) to be performed, City may allow up to five additional business days for Contractor to complete the relocations.

When removing, relocating or installing transit furniture, the finished site and transit furniture shall be left dust free and clean, and any paint scratches or stains resulting from the move shall be sanded and spray painted in a color to match the furniture. When a shelter is removed, the old anchoring bolts shall be removed or sawed off and hammered down into the concrete so that nothing is protruding above the concrete.

When removing or relocating transit furniture, Contractor shall remove and replace any existing signage,

including "NEXTRIDE" signage attached to existing transit furniture, and install this signage on the new furniture being installed at the same site. If no furniture is being installed, the NEXTRIDE sign shall be attached to the bus stop sign pole. NEXTRIDE signage will remain at its designated location.

Prices for shelter set removals, relocations and installations shall include shelter, benches, trash can, and advertising kiosk. Shelter set prices shall apply to any shelter size, except Arizona Avenue Bus Rapid Transit (BRT) shelters.

ON-SITE TRANSIT FURNITURE REPAIR (GROUP 3 ITEMS)

Contractor shall furnish all labor, equipment, transportation, tools, and supplies necessary to repair on-site furnishings to their original condition. The repairs may include, but are not limited to minor fabrication, welding, reattaching and/or replacing shade screens, replacing trash receptacle lids, replacing transit logo panels, roof repair, graffiti removal, repainting (oil-based paint), battery replacement, minor electrical repair, solar panel replacement and repairing or replacing light fixtures and its components.

On-site furniture repair shall be conducted within ten business days of City request. If the City makes a request for a large number of on-site repairs (six or more sites) to be performed, City may allow up to five additional business days for Contractor to complete the on-site repairs.

Shelter lighting system must be repaired using components equivalent to the original lighting system design after being tested for operability. When a lighting unit is out, components shall be tested, so that only the faulty component will be repaired (i.e. Contractor shall not replace LED light fixture, solar panel, and battery, if only the battery is defective). If a new battery is installed, it shall have a minimum 4-year life expectancy. Lighting repairs shall be completed within 10 days of City request, or within 30 days if more than 10 shelters need lighting repairs.

Paint and all prep work must be performed based on paint manufacturer's recommendations. Contractor shall select a quality paint manufacture and submit to the City for final approval. Repainting prices shall include required prep work and repainting of shelter, kiosk, benches and trash can.

Unless specifically noted, prices are for typical (non-BRT) shelters. BRT shelters are large shelters with enhanced electrical lighting and three different paint colors. Shelters are located on Arizona Avenue on both sides of the intersections with Elliot Rd., Warner Rd., Ray Rd., Chandler Blvd., Pecos Rd., and Germann Rd.

Transparent 4'x6' covers for advertising kiosks shall be replaced with high quality polycarbonate with co-extruded UV protection on both sides to ensure a long lifespan.

Shade screen replacements shall be 16 gauge perforated (42%) steel panels. Shade screen sizes vary. Shade screen sizes may include, but are not limited to:

Large Shade Screens: 35" x 137",

Medium Shade Screens: 35" x 96", 35" x 106", 72" x 42.5", 32" x 93", 35" x 73.5", 35" x 69.5", 26" x 93" (with rounded top)

Small Shade Screens: 72" x 18", 72" x 23"

OFF-SITE TRANSIT FURNITURE REPAIR (GROUP 4 ITEMS)

Contractor shall furnish all labor, equipment, transportation, tools, and supplies necessary to repair furnishings to the original condition off-site at the Contractor's designated location. Contractor shall remove, repair, and reinstall the shelters with the associated furniture and accessories.

Off-site furniture repair and re-installation of transit furniture shall be completed within 30 business days of a request from City. Transit furniture shall be reinstalled within 15 business days of being removed.

Repair work may include the following:

- Removal and replacement of existing roof canopy elements including all necessary removal of existing material and caulking; coating and painting; and cutting of panels to match existing configuration of shelter.
- Removal and replacement of inoperable light fixtures and solar components after being tested and found to be faulty and in need of replacement.
- Removal and replacement of perforated steel panels, attachment channels, and other associated hardware. Straightening of existing panels, paint removal and surface restoration to like new condition, including all necessary hardware and its attachments and components.
- Removal and replacement of the transit system logo panel including all attachment features, or installing a new transit logo sign panel.
- Repainting through oven bake and powder coat technique. Painting shall be performed based on selected paint manufacture's recommendations. Paint manufacturer must be approved by City in advance. New paint colors will be determined by the City.
- The reinstallation of the shelters, benches, and/or trash receptacles shall be installed at the original site or at an alternate site as designated by the City.
- Replacing 4'x6' advertising kiosk polycarbonate/ plexiglass panels with co-extruded UV protection on both sides.

Prices for Group 4 repairs shall include furniture pick up, repair of any corroded shelter components, repainting (oven bake/powder coat), replacing transit logo, replacing 4'x6' plexi-glass panels on kiosks, repairing and reattaching or replacing shade screens, replacing solar lighting battery, re-installation, and for OA13AD model shelters, the price shall include replacement of roof panels. Examples of the OA13AD model can be seen on the southeast corner of Alma School Rd. and Elliot Rd. and the southwest corner of Rural Rd. and Ray Rd.

Figure 9: OA13AD Shelter



MISCELLANEOUS LABOR (GROUP 5 ITEMS)

Contractor shall provide labor when requested by the City. If the requested task does not line up with any of the Group 1 – 4 tasks, Contractor shall charge the City an hourly rate for labor

Additional Services are tasks and services required of Contractor, not otherwise already specified per the contract but as directed by the City, for events and situations associated with providing comprehensive transit furniture manufacturing and bus stop enhancement services. Contractor shall provide all qualified personnel, equipment and incidentals necessary to perform the additional services. This includes any needed increases in personnel and/or additional equipment above and beyond that which is currently provided by Contractor.

Contractor will be compensated for labor at the hourly rate specified in the Group 5 Items, plus a flat rate mobilization cost per incident. Labor hours shall only be charged for hours worked on site and shall not include any hours travelling to/ from Chandler. Any materials, parts, and incidentals utilized for additional services shall be charged to the CITY as a pass-through cost. Contractor shall provide a total cost for the additional services (equipment, materials, parts, incidentals, and labor) for the CITY's approval. Contractor must receive written authorization from the CITY prior to performing additional services. Receipts are required to be submitted with invoice(s) or Contractor's costs will be excluded from payment.

EXHIBIT B PRICE SCHEDULE

Please note that all quantities shown are estimates only. Actual work required may vary.

Group 1: Transit Furniture Manufacture and Installation

ITEM	EST. QUANTITY	DESCRIPTION	UNIT COST	EXTENDED AMOUNT	
1	3	Mini Shelter (including 3 small benches and solar lighting)	\$ 18,981	\$ 56,943	
2	2	Small Shelter, (including bench and solar lighting)	\$ 22,510	\$ 45,020	
3	2	Medium Shelter (including 2 benches and solar lighting)	\$ 27,667	\$ 55,334	
4	2	Medium Shelter with 2 attached kiosks (including 2 benches and solar lighting)	\$ 46,932	\$ 93,864	(price includes solar kiosk lighting)
5	4	Large Shelter (including 3 benches and solar lighting)	\$ 46,503	\$ 186,012	
6	20	3-sided Kiosk	\$ 7,606	\$ 152,120	
7	7	2-sided Kiosk	\$ 6,500	\$ 45,500	
8	9	Narrow 3-sided Kiosk	\$ 6,979	\$ 62,811	
9	35	Trash receptacle	\$ 1,187	\$ 41,545	
10	9	Install Small Shelter set*	\$ 850	\$ 7,650	
11	22	Install Medium Shelter set*	\$ 1,000	\$ 22,000	
12	4	Install Large Shelter set*	\$ 2,500	\$ 10,000	

Installation includes shelter with solar lighting, benches, kiosk, and trash receptacle.

Group 2: Transit Furniture Removal/Relocation

ITEM	EST. QUANTITY	DESCRIPTION	UNIT COST	EXTENDED AMOUNT
13	20	Relocate shelter set	\$ 1,700	\$ 34,000
14	10	Remove shelter set	\$ 750	\$ 7,500
15	3	Relocate bench	\$ 275	\$ 825
16	3	Remove bench	\$ 150	\$ 450
17	2	Remove bench/ trash can set	\$ 300	\$ 600
18	4	Relocate bench/ trash can set	\$ 550	\$ 2,200
19	3	Remove concrete bench	\$ 300	\$ 900
20	8	Relocate concrete bench	\$ 450	\$ 3,600
21	4	Relocate kiosk	\$ 655	\$ 2,620
22	4	Remove kiosk	\$ 350	\$ 1,400
23	4	Install kiosk	\$ 385	\$ 1,540
24	3	Install bench	\$ 160	\$ 480
25	2	Install bench and trash can	\$ 300	\$ 600
26	10	Install shelter set	\$ 1,000	\$ 10,000
27	2	Large shelter set installation/ relocation/ removal surcharge	\$ 2,500	\$ 5,000

Group 3: On-Site Repair

ITEM	EST. QUANTITY	DESCRIPTION	UNIT COST	EXTENDED AMOUNT
28	20	Replace LED Light Fixture	\$ 485	\$ 9,700
29	80	Replace Battery	\$ 495	\$ 39,600
30	10	Replace Battery Box	\$ 425	\$ 4,250
31	15	Replace Photovoltaic Controller	\$ 415	\$ 6,225
32	10	Replace Solar Panel	\$ 725	\$ 7,250
33	10	Replace Steel Trash Lid with Chain	\$ 425	\$ 4,250
34	10	Re-attach Shelter Shade Screen	\$ 185	\$ 1,850
35	6	Replace Medium-sized 16 Gauge Perforated Steel Shade Screen - approximately 34.5" x 96"	\$ 555	\$ 3,330
36	4	Replace Large 16 Gauge Perforated Steel Shade Screen - approximately 34.5" x 137"	\$ 595	\$ 2,380
37	3	Replace Small 16 Gauge Perforated Steel Shade Screen - approximately 72" x 23"	\$ 515	\$ 1,545
38	12	Replace Bus Logo	\$ 335	\$ 4,020
39	4	Repair roof on OA13AD shelter units	\$ 585	\$ 2,340
40	4	Replace roof on OA13AD shelter units	\$ 3,200	\$ 12,800
41	6	Repaint PM13AD bus shelter set	\$ 5,800	\$ 34,800
42	3	Repaint OA13AD bus shelter set	\$ 5,900	\$ 17,700
43	12	Repaint PM8BBR bus shelter set	\$ 5,000	\$ 60,000
44	6	Repaint Mini shelter set	\$ 4,200	\$ 25,200
45	6	Repaint Small shelter set	\$ 4,800	\$ 28,800
46	10	Repaint Medium shelter set	\$ 5,300	\$ 53,000
47	4	Repaint Large shelter set	\$ 5,900	\$ 23,600
48	6	Repaint BRT Shelter	\$ 12,500	\$ 75,000
49	10	Replace 4'x6' transparent polycarbonate cover for advertising kiosks	\$ 475	\$ 4,750

**EXHIBIT B
PRICE SCHEDULE CONTINUED**

PM13AD



OA13AD



PM8BBR



Group 4: Off-Site Repair

ITEM	EST. QUANTITY	DESCRIPTION	UNIT COST	EXTENDED AMOUNT
50	3	Remove, repair and re-install OA13AD Shelter Set*	\$ 9,600	\$ 28,800
51	2	Remove, repair and re-install PM13AD Shelter Set*	\$ 9,500	\$ 19,000
52	3	Remove, repair and re-install PM8BBR Shelter Set*	\$ 8,300	\$ 24,900
53	4	Remove, repair, and re-install 30-gallon trash can	\$ 775	\$ 3,100
54	3	Remove, repair, and re-install advertising kiosk	\$ 4,200	\$ 12,600
55	4	Remove, repair, and re-install 6-foot bench	\$ 850	\$ 3,400

Group 5: Additional Services

ITEM	EST. QUANTITY	DESCRIPTION	UNIT COST	EXTENDED AMOUNT
56	40	Hourly Labor Rate	\$ 85	\$ 3,400
57	2	Mobilization Charge	\$ 125	\$ 250
58	NA	Purchase of Miscellaneous Materials- purchase price plus % over cost	10 %	NA

EXHIBIT C INSURANCE

General.

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

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

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

insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

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

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

- D. *Builders’ Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders’ Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor’s Builders’ Risk/Installation Floater insurance must be primary and not contributory.
 - 1. Builders’ Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors’ services and expenses and other “soft costs” made necessary by an insured loss. Builders’ Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor’s control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
 - 2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders’ Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor’s

Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
 - a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
 - b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
 - c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
 - d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
 - e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 1. The Contractor's insurance must contain broad form contractual liability coverage.
 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

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

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

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

EXHIBIT D
SPECIAL CONDITIONS

NONE