



Chandler · Arizona
Where Values Make The Difference

#6

FEB 12 2009

MEMORANDUM

Public Works Department - Memo No. TR09-003

DATE: JANUARY 28, 2009

TO: MAYOR AND COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
R. J. ZEDER, PUBLIC WORKS DIRECTOR
DANIEL W. COOK, DEPUTY PUBLIC WORKS DIRECTOR

FROM: ROBERT J. BORTFELD, SENIOR ENGINEER

SUBJECT: RESOLUTION NO. 4200, APPROVING AN INTERGOVERNMENTAL AGREEMENT, JPA08-035 I, WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR CONSTRUCTION OF THE MEDIAN PIER AND FOUNDATION FOR THE FUTURE GALVESTON STREET BIKE / PEDESTRIAN BRIDGE, AND AESTHETIC ENHANCEMENTS TO THE NEW NOISE WALLS ALONG THE PRICE FREEWAY (SR101L), BETWEEN RAY ROAD AND FRYE ROAD.

RECOMMENDATION: Staff recommends Council pass and adopt Resolution 4200 approving an Intergovernmental Agreement, JPA08-035 I, with the Arizona Department of Transportation (ADOT) for the construction of the median pier and foundation for the future Galveston Street bike/pedestrian bridge, and aesthetic enhancements to the new noise walls along the Price Freeway (SR101L), between Ray Road and Frye Road.

BACKGROUND/DISCUSSION: The Arizona Department of Transportation (ADOT) has accelerated the construction schedule for the High Occupancy Vehicle (HOV) Lane along the Price Freeway (SR101L) from 2010 to 2008. In preparation for the freeway HOV widening, the City developed a preliminary design for the future Galveston Street Bike / Pedestrian Bridge that is currently planned for construction in City of Chandler FY2010-11 Capital Improvement Program. This preliminary design will prevent considerable future traffic disruptions along the freeway when the bike / pedestrian bridge is constructed. Stanley Consultants, Inc. and T.Y. Lin International completed the initial design concepts in coordination with ADOT's HOV lane designer. Concepts included identifying the bridge location, preliminary bridge aesthetic treatments and the center median pier design and cost estimates. The bridge pier is proposed to be included in the HOV widening project that started construction by ADOT in August 2008.

The Price Freeway project includes construction of approximately 10 miles of HOV lanes from the Red Mountain Freeway to Frye Road through the City of Tempe and the City of Chandler. The project includes two construction segments. Construction limits for the first segment is from the Red Mountain Freeway to Warner Road. The second segment includes the remainder of the project from Warner Road to Frye Road. The median pier and noise wall construction is

scheduled in the second segment of the project. ADOT's current construction schedule estimates that Pulice Construction will complete the entire project in late 2009.

Staff presented the conceptual design information to a very supportive public at an informational meeting held on December 5, 2007 at the Kyrene Del Sureno School. The project location, design elements, aesthetic treatments and estimated costs were discussed. The proposed conceptual alignment for the multi-span bridge is located approximately 120' south of the Galveston Street centerline and spans the freeway mainline and both frontage roads. Input was received from the attending residents and staff responded to their questions. The Galveston Street Bike / Pedestrian Bridge project will create a gateway to the City of Chandler along the Price Freeway and will continue to make Chandler a well-connected city.

The proposed enhancements to the new noise walls to be constructed by ADOT will be of a similar design and pattern as the existing adjacent walls along the Price Freeway in Chandler. The new noise walls are located on the north side of the 101/Chandler Boulevard Interchange.

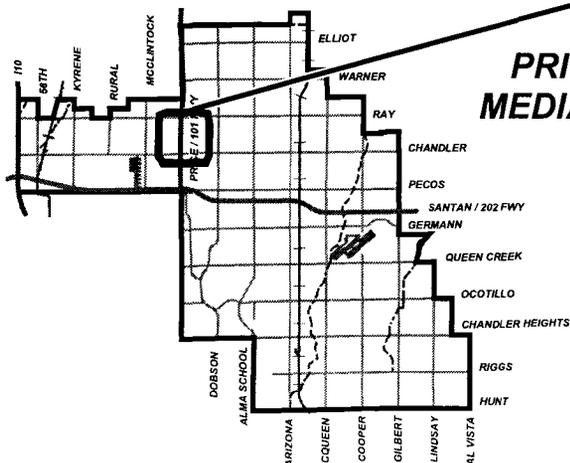
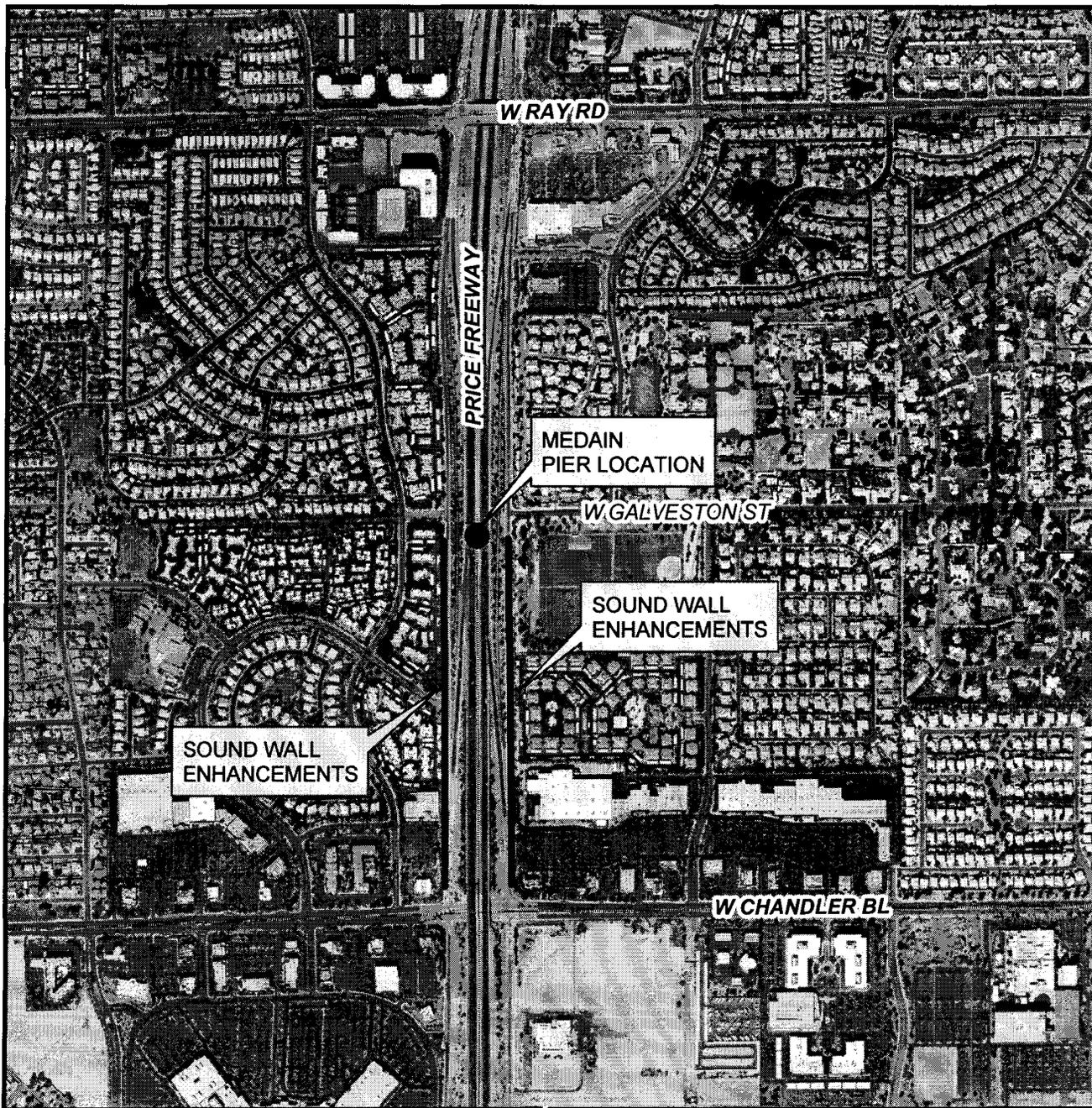
TRANSPORTATION COMMISSION: The Transportation Commission was briefed on the alignment and design concepts for the Galveston Bike/ Pedestrian Bridge Project and the addition of new noise walls on February 21, 2008.

FINANCIAL IMPLICATIONS: Under the terms of this agreement ADOT will be responsible constructing the median pier and aesthetic wall enhancements within the Price Freeway right of way. The City of Chandler will be responsible for the costs to install the enhancements and for the future maintenance costs related to these enhancements. The cost for the construction of the enhancements included in this IGA with ADOT is a lump sum fixed amount of \$162,000.00 to be funded from the Public Works general obligation bond funds.

PROPOSED MOTION: Move that Council pass and adopt Resolution 4200 approving an Intergovernmental Agreement, JPA08-035 I, with the Arizona Department of Transportation (ADOT) for the construction of the median pier and foundation for the future Galveston Street bike/pedestrian bridge, and aesthetic enhancements to the new noise walls along the Price Freeway (SR101L), between Ray Road and Frye Road.

Attachments:

Resolution 4200
Location Map
JPA 08-035 I



**PRICE FREEWAY (RAY ROAD TO FRYE ROAD)
 MEDIAN PIER AND NOISE WALL ENHANCEMENTS
 ADOT JPA #08-035 I**

MEMO NO. TR09-003

RESOLUTION NO. 4200

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE CONSTRUCTION OF A MEDIAN PIER AND AESTHETIC ENHANCEMENTS TO THE NEW NOISE WALLS ALONG THE PRICE FREEWAY (SR101L) BETWEEN GALVESTON STREET AND CHANDLER BOULEVARD.

WHEREAS, the City of Chandler desires to have a median pier and aesthetic noise wall enhancements constructed with the ADOT High Occupancy Vehicle (HOV) project on the Price Freeway; and

WHEREAS, the Arizona Department of Transportation (ADOT) has agreed to include the construction of a median pier for the Galveston Street Bike / Pedestrian Bridge and aesthetic noise wall enhancements in the current HOV project; and

WHEREAS, the City of Chandler will be required to pay ADOT the cost of constructing the enhancements to the project and be responsible for future maintenance to the enhancements; and

WHEREAS, an IGA is required by the City and ADOT to specify the responsibilities between the parties;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, that the Mayor be authorized to sign and execute said amended Intergovernmental Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this _____ day of _____ 2008.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION:

I HEREBY CERTIFY that the above and foregoing Resolution No. 4200 duly passed and adopted by the City Council of the City of Chandler, Arizona, at the regular meeting held on the _____ day of _____ 2008, and that a quorum was present thereat.

City Clerk

APPROVED AS TO FORM:

City Attorney *CH for*

ADOT File No.: IGA/JPA 08-035 I
AG Contract No.: P001200800xxxx
Project: SR101L, Median Pier & Noise
Wall Enhancements
Section: SR101L - (SR202L, Red
Mountain to SR202L, Santan Freeways)
TRACS No.: H7209 01C
Budget Source: *City Funded Enhancements*

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into _____, 2009, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CHANDLER, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. In conjunction with the State's construction of High Occupancy Vehicle (HOV) lanes along the Price Freeway (SR101L) (between the SR202L, Red Mountain Freeway to the SR202L, Santan Freeway), the City has requested the State include the City's design of: **1)** a median pier and foundation for the City's future pedestrian bridge, shown on Exhibit A, attached hereto and made a part hereof and **2)** aesthetic enhancements to the State's construction of noise walls as part of the State's construction work, shown on Exhibit B, attached hereto and made a part hereof, collectively hereinafter referred to as the "Project" at a lump sum fixed amount of **\$162,000.00**, as shown on Exhibit "C", attached hereto and made a part hereof. Said funds shall be applied to TRACS No.: H7209 01C. Maintenance for the Project elements requested by the City shall be as written in this Agreement until such time the Master Roadway Maintenance Agreement (JPA 08-111) is executed, at which time the Master Roadway Maintenance Agreement shall apply.

4. The Parties herein agree to and acknowledge the following conditions: a) The amounts referenced in this Agreement are lump sum fixed amounts with the exception of any additional changes to the scope of the Project at the request of the City; b) Both Parties will perform their responsibilities consistent with the Agreement; 3) Any changes to the related items listed in Exhibit C, will only occur upon the mutual Agreement of the City and the State.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, agree to be the authorized agent for and on behalf of the City relative to the Project; agree to incorporate the City's design plans for the median bridge pier/foundation and aesthetic enhancements in accordance with the Project plans. Upon execution of this Agreement invoice the City a lump sum fixed amount of **\$162,000.00** which includes fixed rates for: contractor quality control (1%); mobilization (10%); contingency (5.13%) and construction engineering and administration (9%); as shown on Exhibit C, to be applied to TRACS No.: H7209 01C. Payment will be due (30) days after receipt of an invoice from the State.

b. Not be obligated to incur any expenditures in excess of the amount of the City's remittance unless and until so authorized in writing by the City, should unforeseen conditions or circumstances increase the cost of said Project requiring a change in the extent or scope of work called for in this Agreement.

c. Upon the State's completion of construction, conduct a final walk through with the City for concurrence/sign off of the City's requested elements identified herein.

d. Upon completion of construction of the Project, approve and accept the Project on behalf of the Parties hereto as complete. Be responsible for the structural integrity of the pier and noise walls and provide maintenance of the pier and the freeway side of the noise walls, excluding all the aesthetic enhancement features requested by the City.

e. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid annual Blanket Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way as indicated in II.2.g. Agree any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City to incorporate the City's design plans for the median bridge pier/foundation and aesthetic enhancements in accordance with the State plans. Within 30-days after receipt of an invoice, remit a lump sum fixed amount of **\$162,000.00**, which includes fixed rates for: contractor quality control (1%); mobilization (10%); contingency (5.13%) and construction engineering and administration (9%); as shown on Exhibit C.

b. Prepare to state standards and provide to the State, all required design plans, specifications and other such documents and services required for the bidding and construction of the Project.

c. Be responsible for any design consultant and/or contractor claims for extra compensation attributable to the City. Under a separate agreement, the City has contracted with the State's consultant for the design of the Galveston Street pedestrian/bicycle bridge pier.

d. Should the City withdraw its proposed plans for whatever reason, be responsible for all costs incurred by the State up to the time of withdrawal, unless the reason for the City's cancellation is due to the State's failure to comply with its obligations hereunder.

e. Upon the State's completion of construction, attend a final walk through with the State for concurrence/sign off of the City's requested elements identified herein.

f. Request approval by the City Council for additional funding, if any changes in the scope of the Project requested by the City or conflicts will cause an increase to the current fixed costs.

g. Upon completion and acceptance of the Project by the State on behalf of the Parties hereto, be responsible for maintaining the outside surface of the noise walls and all of the aesthetic features requested by the City relative to the pier and noise walls. It is understood by the City, the State shall not be obligated to maintain the City's requested aesthetic elements if this Agreement is terminated by the City,

h. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual Blanket Permit for the routine/normal maintenance and emergency maintenance work for the Project provided by the City within the State's rights of way. Agree any new construction or installation shall require a separate permit as per the Phoenix Maintenance District's established procedures, which may be obtained through the District Office referenced herein.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and all reimbursements; provided however, that this Agreement, except any provisions herein for maintenance which shall be perpetual. It is understood and agreed that in the event this Agreement is terminated by the City, the City will be responsible for all costs relative to the Project up to the time of cancelation and the State shall in no way be obligated to maintain said Project. Notwithstanding the preceding sentence, the City's obligations to maintain the Project shall be perpetual as it pertains to the aesthetic of the Project.

2. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. All books, accounts, reports, files and other records of any Party relating to the Agreement or the work done under this Agreement shall be subject at all reasonable times to inspection and audit by the other Party until five years after the City has repaid all monies in full. Such records shall be available for inspection upon five business days' notice at the offices of the Party in possession of the records.

6. Non-Availability of Funds: Every payment obligation of the State and the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

8. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. To the extent applicable under A.R.S. Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties' or its subcontractors' employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

10. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 or and 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Chandler
City Manager, Mail Stop 605
PO Box 4008
Chandler, AZ 85244-4008

For notification of all maintenance related issues:

Arizona Department of Transportation
Phoenix District Maintenance Engineer:
2140 West Hilton Avenue, Mail Drop PM00,
Phoenix, Arizona 85009
PHONE (602) 712 6664; FAX (602) 712-6983

12. In accordance with Arizona Revised Statutes § 11-952 (D), attached hereto and incorporated herein is the written determination of each Party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

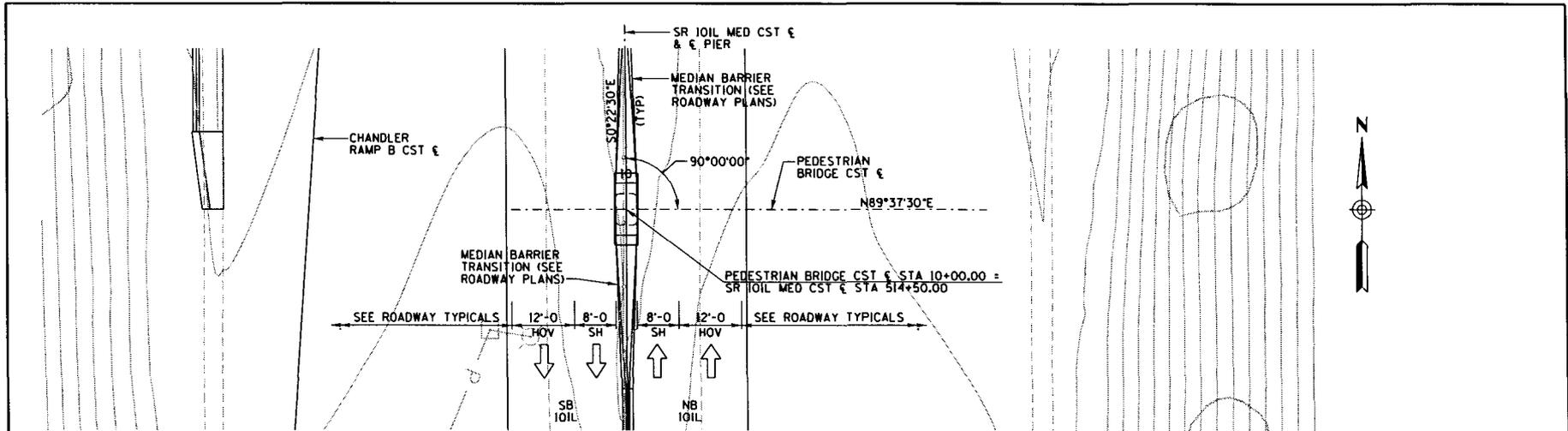
JPA 08-035 I

APPROVAL OF THE CHANDLER CITY ATTORNEY

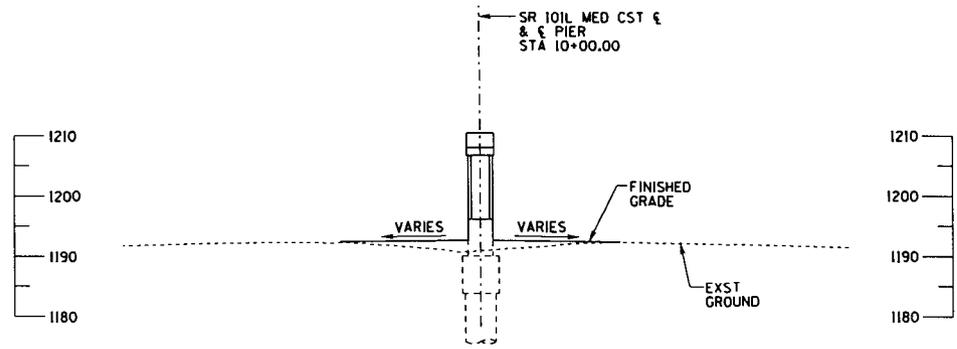
I have reviewed the above-referenced proposed Intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CHANDLER and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____ 2009

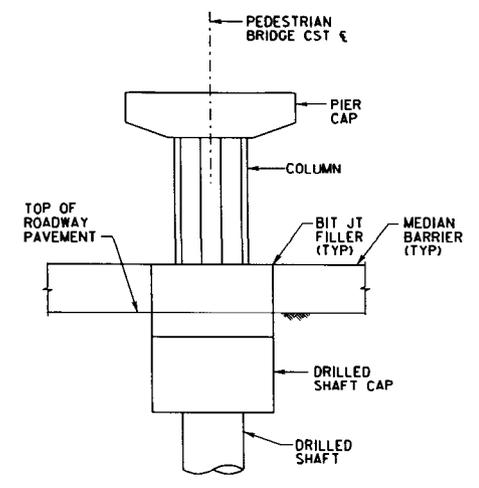
City Attorney *CH for*



PLAN
SCALE: 1"=20'-0"
SKEW 0°00'00"



ELEVATION
SCALE: 1"=10'-0"
(LOOKING NORTH)

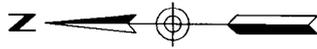


ELEVATION
SCALE: 1"=5'-0"

EXHIBIT A
JPA NO. 08-035

CITY OF CHANDLER
MEDIAN PIER &
FOUNDATION FOR FUTURE
PEDESTRIAN BRIDGE

DWG NO.



FUTURE CITY OF CHANDLER
PEDESTRIAN BRIDGE OVER SR-101

EXST R/W

SECTION LINE

515

520

525

WALL W1

END WALL

CHANDLER RAMP A CST ϵ

BEGIN WALL

SR 101L MED CST ϵ

S0°22'30"E

CHANDLER RAMP B CST ϵ

END WALL

WALL W2

BEGIN WALL

WALL W3
END WALL

BEGIN WALL

EXST R/W

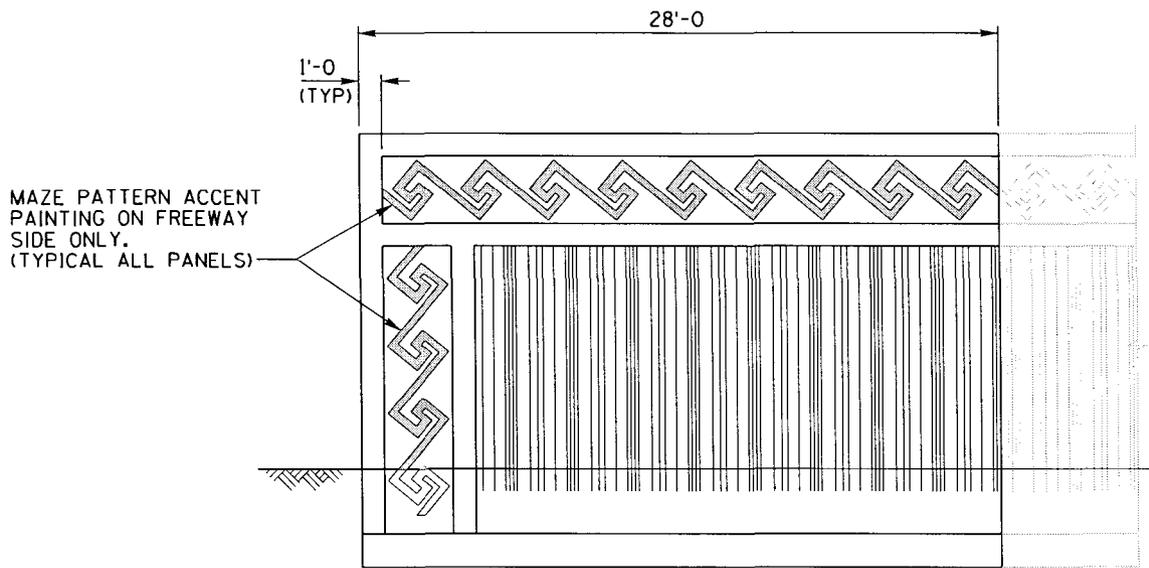
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EXHIBIT B-1
JPA NO. 08-035

CITY OF CHANDLER
SOUND WALL LAYOUT

DWG NO.



END PANEL - FREEWAY SIDE
 (BEGIN WALL SHOWN, END WALL SIMILAR)

NOTES:

1. THE WALL BASE COLOR SHALL BE FEDERAL CHIP NO. 30318
 ADOT STANDARD TAN (OR APPROVED EQUAL).
2. THE MAZE PATTERN ACCENT COLOR SHALL BE FRAZEE NO.
 4014D SERENADE (OR APPROVED EQUAL).

EXHIBIT B-2
 JPA NO. 08-035

CITY OF CHANDLER
 SOUND WALL
 ACCENT PAINTING

DWG NO.

**EXHIBIT C
 SUMMARY**

**PRICE FREEWAY (SR 101L)
 SR 202L (RED MOUNTAIN) TO SR 202L (SANTAN)
 DESCRIPTION AND COST OF PAY ITEMS FOR CITY OF CHANDLER ENHANCEMENTS**

ITEM	COST				DESCRIPTION
	* DESIGN (A)	CONSTRUCTION ESTIMATE (B)	CONSTRUCTION BID (C)	CONSTRUCTION AS-BUILT (D)	
1 CITY OF CHANDLER ACCENT PAINTING WORK FOR THREE NEW WALLS	\$0	\$33,300	\$8,880		Cost to match existing accent painting on the walls.
2 CITY OF CHANDLER MEDIAN PIER FOR FUTURE PEDESTRIAN BRIDGE	\$0	\$94,489	\$133,067		Median pier requested by the City to enable future construction of a pedestrian bridge.
Items 1-2 SubTotal:	\$0	\$127,789	\$141,947		
3 14% CONSTRUCTION ENGINEERING AND ADMINISTRATION	NA	\$17,890	\$19,873		Construction Engineering and Administration (14%) was calculated on a percentage basis of the construction cost for Items 1 through 2.
4 5% CONSTRUCTION CONTINGENCY	\$0	\$6,389	\$7,097		Construction Contingency (5%) was calculated on a percentage basis of the construction cost for Items 1 through 2.
Items 3-4 SubTotal:	\$0	\$24,280	\$26,970		
Total	\$0	\$152,069	\$168,917		
Difference			\$16,848		

* - Design Costs are paid through a separate contract between Stanley Consultants and the City of Chandler

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	CONTRACTOR BID UNIT PRICE	EXTENDED AMOUNT
	ITEM 1 - CITY OF CHANDLER ACCENT PAINTING WORK				
9240099	MISCELLANEOUS WORK (ACCENT PAINTING) (COC)	L.SUM	1	\$ 8,000.00	\$ 8,000.00
	SUBTOTAL ITEM 1 - CITY OF CHANDLER ACCENT PAINTING WORK				\$ 8,000.00 (A)
	MAINTENANCE OF TRAFFIC SHARE ¹				
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²				
	CONTRACTOR QUALITY CONTROL SHARE ³			1% of (A)	\$80.00
	MOBILIZATION SHARE ⁴			10% of (A)	\$800.00
	SUBTOTAL CONSTRUCTION COST				\$ 8,880.00
	DESIGN ENGINEERING & DESIGN ENGINEERING ADMINISTRATION				\$0.00
	TOTAL ITEM 1 (CITY OF CHANDLER ACCENT PAINTING WORK)				\$ 8,880.00

Notes:

1. Maintenance of Traffic does not apply to this work.
2. Construction Surveying and Layout does not apply to this work.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City Item(s).
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the construction cost of the City Item(s).
5. Construction Engineering and Administration is calculated on a percentage basis (9% fixed rate) of the City Construction Cost (See Summary).
6. Length of project is 9.75 miles and City of Chandler is covering the cost of accent painting the three new walls.

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	CONTRACTOR BID UNIT PRICE	EXTENDED AMOUNT
ITEM 2 - CITY OF CHANDLER MEDIAN PIER FOR PEDESTRIAN BRIDGE WORK					
2030501A	STRUCTURAL EXCAVATION	CU.YD.	42	\$ 140.00	\$ 5,880.00
6010003A	STRUCTURAL CONCRETE (CLASS S) (F'C=3,500)	CU.YD.	42	\$ 1,430.00	\$ 60,060.00
6040001A	STRUCTURAL STEEL	LB.	615	\$ 7.00	\$ 4,305.00
6050002A	REINFORCING STEEL	LB.	9,050	\$ 1.20	\$ 10,860.00
6090072B	DRILLED SHAFT FOUNDATION (72")	L.FT.	47	\$ 825.00	\$ 38,775.00
SUBTOTAL ITEM 2 - CITY OF CHANDLER MEDIAN PIER FOR PEDESTRIAN BRIDGE WORK					\$ 119,880.00 (A)
	MAINTENANCE OF TRAFFIC SHARE ¹				
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²				
	CONTRACTOR QUALITY CONTROL SHARE ³			1% of (A)	\$1,199.00
	MOBILIZATION SHARE ⁴			10% of (A)	\$11,988.00
SUBTOTAL CONSTRUCTION COST					\$ 133,067.00
	DESIGN ENGINEERING & DESIGN ENGINEERING ADMINISTRATION (COST UNDER SEPARATE CONTRACT BETWEEN SCI AND COC)				\$0.00
TOTAL ITEM 2 (CITY OF CHANDLER MEDIAN PIER FOR PEDESTRIAN BRIDGE WORK)					\$ 133,067.00

Notes:

1. Maintenance of Traffic does not apply to this work.
2. Construction Surveying and Layout does not apply to this work.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the City Item(s).
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the construction cost of the City Item(s).
5. Construction Engineering and Administration is calculated on a percentage basis (9% fixed rate) of the City Construction Cost (See Summary).
6. Length of project is 9.75 miles and City of Chandler is covering the cost of constructing the median pier for future pedestrian bridge.