City Council Regular Meeting

Thursday, March 25, 2021
6:00 p.m.

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

CHANDLER
arizona
Community of Innovation

From left to right: Councilmember Matt Orlando, Councilmember Rene' Lopez, Vice Mayor Mark Stewart, Mayor Kevin Hartke, Councilmember OD Harris, Councilmember Christine Ellis, Councilmember Terry Roe

Our Vision

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

Our Brand

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

Our Goals

City Council Strategic Policy Goals

1. Being the most connected City
2. Being a leader in trust and transparency
3. Maintaining fiscal sustainability
4. Attracting a range of private sector businesses
5. Fostering a contemporary culture that embraces unity
6. Being safe and beautiful

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a REGULAR MEETING open to the public on Thursday, March 25, 2021, at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

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

Agendas are available in the Office of the City Clerk, 175 S. Arizona Avenue.

Regular Meeting Agenda

City Council Strategic Framework Focus Areas: Legend

- Infill and Redevelopment
- Mobility
- Quality of Life
- Innovation and Technology
- Neighborhoods
- General Governance

Call to Order

Roll Call

Invocation - Pastor Victor Hardy, Congregational Church of the Valley

Pledge of Allegiance

Consent Agenda

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

Community Services

1. **Professional Services Agreement No. PR2108.201 with J2 Engineering and Environmental Design for Pima Park Sidewalk Improvements**

   Move City Council award Professional Services Agreement No. PR2108.201 to J2 Engineering and Environmental Design, for Pima Park Sidewalk Improvements Design Services, in an amount not to exceed $39,308.00.

   Council Focus Area(s):

2. **Purchase of Playground Products and Services from Dave Bang Associates, Inc.; Exerplay, Inc.; FlexGround, LLC; Miracle Playground Sales, Inc.; Play it Safe Playgrounds & Park Equipment, Inc.; and Shade 'N Net of Arizona, Inc.**

   Move that City Council approve the purchase of playground products and services, utilizing 1 Government Procurement Alliance (1GPA) Contracts 18-04P-02, 18-04P-03, 18-04P-04, 18-04P-06, 18-04P-07 and 18-04P-09, listed respectively, with Dave Bang Associates, Inc.; Exerplay, Inc.; FlexGround, LLC; Miracle Playground Sales, Inc.; Play it Safe Playgrounds & Park Equipment, Inc.; and Shade 'N Net of Arizona, Inc.; in a combined amount not to exceed $700,000.

   Council Focus Area(s):

Cultural Development

3. **Resolution No. 5449 Authorizing Modification of the Assessment Diagram; Making a Statement and Estimate of Expenses for the Downtown Chandler Enhanced Municipal Services District; Completing the Assessment; Setting the Date for the Hearing on the Assessment; and Ordering the Giving of Notice of Such Hearing**

   Move City Council adopt Resolution No. 5449 authorizing modification of the Assessment Diagram; making a Statement and Estimate of Expenses for the Downtown Chandler Enhanced Municipal Services District; completing the Assessment; setting the date for the hearing on the Assessment; and ordering the giving of notice of such Hearing.

   Council Focus Area(s):

Development Services

4. **Introduction to Ordinance No. 4961, Preliminary Development Plan and Preliminary Plat Approval, PLH20-0023/PLT20-0037 Pecos and McQueen Retail, located at the Southwest Corner of Pecos and McQueen roads**

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 4961 approving PLH20-0023 Pecos and McQueen Retail, located at the southwest corner of Pecos and McQueen roads, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Neighborhood Commercial (C-1) uses, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH20-0023 Pecos and McQueen Retail, located at the southwest corner of Pecos and McQueen roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat
Move City Council approve Preliminary Plat PLT20-0037 Pecos and McQueen Retail, located at the southwest corner of Pecos and McQueen roads, subject to the condition recommended by Planning and Zoning Commission.

Council Focus Area(s):

5. **Use Permit, PLH21-0004, Move Human Performance Center**

Move City Council approve Use Permit, PLH21-0004, Move Human Performance Center, located approximately one-quarter mile east of the southeast corner of Arizona Avenue and Elliot Road subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area:

6. **Entertainment Use Permit (EUP), PLH20-0042 Rock Lobster Dining Room Expansion**

Use Permit or EUP
Move City Council approve Entertainment Use Permit, PLH20-0042, Rock Lobster Dining Room Expansion, located on the southwest corner of Queen Creek and Dobson roads, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s):

Facilities and Fleet

7. **Agreement with Atkins North America, Inc., for Facility Space Assessment**

Move City Council award Agreement No. BF1-918-4271 to Atkins North America, Inc., dba Faithful+Gould, for a facility space assessment, in an amount not to exceed $85,113.

Council Focus Area(s):

8. **Agreement No. FS0-060-4131, Amendment No.1, for OEM Auto Parts and Service**

Move City Council approve Agreement No. FS0-060-4131, Amendment No. 1, with Tex Chevrolet dba Earnhardt Chevrolet; Earnhardt Enterprises dba Earnhardt Toyota Scion; Earnhardt Gilbert Dodge, Inc., dba Earnhardt Chrysler Dodge Jeep Ram; Earnhardt Chandler Cadillac, Inc.; Earnhardt Ford Sales Company; and Courtesy Auto of Mesa dba Courtesy Dodge for OEM Auto Parts and Service, for a period of one year, April 1, 2021, through March 31, 2022, in a combined total amount not to exceed $350,000.

Council Focus Area(s):

9. **Agreement No. AS8-405-3826, Amendment No.1, with Senergy Petroleum, LLC; Supreme Oil Co.; and Western Refining Southwest dba Flyers Energy, LLC, for Fuel**

Move City Council approve Agreement No. AS8-405-3826, Amendment No. 1, with Senergy Petroleum, LLC; Supreme Oil Co.; and Western Refining Southwest dba Flyers Energy, LLC; for the purchase of fuel, for a three-year period, April 1, 2021, through March 31, 2024, in a combined total amount not to exceed $7,800,000 for the three-year term.

Council Focus Area(s):

10. **Agreement No. BF1-910-4275, with FiveOliver, LLC; Classic Roofing, LLC; National Waterproofing & Roofing, LLC; and Sprayfoam Southwest, Inc., dba Global Roofing Group; for Roofing Repairs and Maintenance**

Move that City Council approve Agreement No. BF1-910-4275, with FiveOliver, LLC; Classic Roofing, LLC; National Waterproofing & Roofing, LLC; and Sprayfoam Southwest, Inc., dba Global Roofing Group; for Roofing Repairs and Maintenance in a combined amount not to exceed $860,000, for a one-year term, April 1, 2021, through March 31, 2022.

Council Focus Area(s):

11. **Competition Impracticable Purchase of Building Assessment Services from Faithful + Gould, Inc.**

Move City Council approve the competition impracticable purchase of building assessment services from Faithful + Gould, Inc., in the amount of $64,405.

Council Focus Area(s):

Fire Department

12. **Resolution No. 5444 authorizing the submission of projects for consideration under the 2022 Governor's Office of Highway Safety Grant Program for the Child Safety Seat Clinic program**

    Move City Council pass and adopt Resolution No. 5444, authorizing the submission of a Governor's Office of Highway Safety Grant, for the Child Safety Seat Clinic program, in the amount of $49,114, and authorizing the City Manager, or designee, to perform grant-specific negotiations and submit documentation on behalf of the City of Chandler.

    Council Focus Area(s):

13. **Resolution No. 5445 adopting an agreement with HonorHealth to train Chandler Fire Department paramedic students during their required clinical rotations**

    Move City Council pass and adopt Resolution No. 5445, authorizing the City of Chandler to enter into an agreement with HonorHealth to train Chandler Fire Department paramedic students during their required clinical rotations.

    Council Focus Area(s):

14. **Resolution No. 5450 approving an agreement with Maricopa Medical for the provision of ambulance services**

    Move City Council pass and adopt Resolution No. 5450, approving an agreement between the City of Chandler and Maricopa Medical for the provision of ambulance services.

    Council Focus Area(s):

15. **Agreement No. FD9-345-4024, Amendment No. 2, for Fire Emergency Medical Supplies**

    Move City Council approve Agreement No. FD9-345-4024, Amendment No. 2, with Bound Tree Medical, LLC, for fire emergency medical supplies, in an amount not to exceed $150,000, for the period of April 1, 2021, through March 31, 2022.

    Council Focus Area(s):

16. **Resolution No. 5446 adopting an agreement with Dignity Health to train Chandler Fire Department paramedic students during their required clinical rotations**

Move City Council pass and adopt Resolution No. 5446, authorizing the City of Chandler to enter into an agreement with Dignity Health to train Chandler Fire Department paramedic students during their required clinical rotations.

Council Focus Area(s):

17. **Resolution No. 5447 adopting an agreement with Banner Health to train Chandler Fire Department paramedic students during their required clinical rotations**

Move City Council pass and adopt Resolution No. 5447, authorizing the City of Chandler to enter into agreement with Banner Health to train Chandler Fire Department paramedic students during their required clinical rotations.

Council Focus Area(s):

Human Resources

18. **Agreement No. HR9-962-4000, Amendment No. 2, with Devau for Temporary Staffing Services**

Move City Council approve Agreement No. HR9-962-4000, Amendment No. 2, with Devau Human Resources, for temporary staffing services, in an amount not to exceed $1,097,000, for a one-year period, April 1, 2021, through March 31, 2022.

Council Focus Area(s):

Information Technology

19. **Purchase of Servers and Storage from vCore Technology Partners**

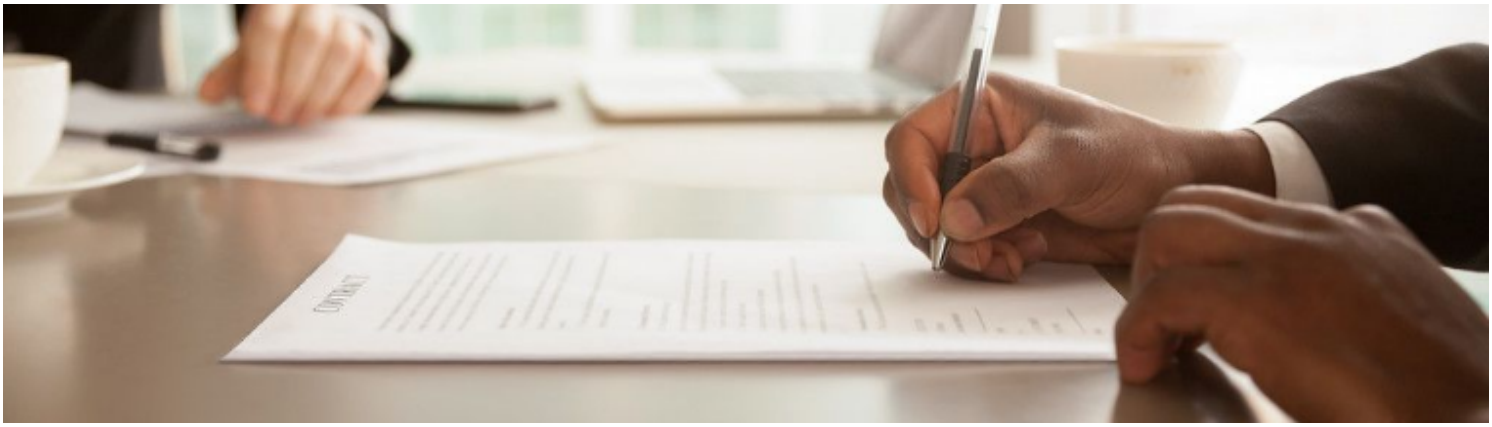
Move City Council approve the purchase of servers and storage from vCore Technology Partners utilizing Omnia Partners Contract No. R191902 in the amount of $320,000.

Council Focus Area(s):

20. **Agreement No. IT1-910-4232, Amendment No. 1, with WorkGroup Connections, Inc., for Office 365 Implementation and Migration Design Plan**

Move City Council approve Agreement No. IT1-910-4232, Amendment No. 1, with WorkGroup Connections, Inc., for Office 365 Implementation and Migration Design Plan, in the amount of $140,000, for additional email data migration services.

Council Focus Area(s):



Management Services

21. **Agreement No. WH7-670-3783, Amendment No. 4, for Plumbing and Irrigation Supplies**

Move City Council approve Agreement No. WH7-670-3783, Amendment No. 4, with Sprinkler World of Arizona, Inc.; Ewing Irrigation and Landscape Supply; Horizon Distribution, LLC; and Best Plumbing Specialties for the purchase of plumbing and irrigation supplies, for a period of one year, March 23, 2021, through March 22, 2022, in a combined total amount not to exceed $250,000.

Council Focus Area(s):

22. **New License Series 12, Restaurant Liquor application for Blacksheep Wine, LLC, dba Blacksheep Wine & Merchant**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 135786, a Series 12, Restaurant Liquor License, for Lauren Kay Merrett, Agent, Blacksheep Wine, LLC, dba Blacksheep Wine & Merchant, located at 98 S. San Marcos Place, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 300235 L12.

Council Focus Area(s):

23. **Purchase of Office Supplies from Staples Business Advantage**

Move City Council approve the purchase of office supplies from Staples Business Advantage, utilizing the Sourcewell Contract No. 012320-SCC, for the period of April 1, 2021, through March 31, 2022, in an amount not to exceed $133,000.

Council Focus Area(s):

Neighborhood Resources

24. **Project Agreement No. AZ0001.401 with Caliente Construction, Inc., for Neighborhood Resources Capital Renovations**

Move City Council award Job Order Project Agreement No. AZ0001.401 to Caliente Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1910.401, for Neighborhood Resources Capital Renovations in an amount not to exceed $128,037.08.

Council Focus Area(s):

Police Department

25. **Agreement No. PD6-680-3619, Amendment No.5, with Universal Police Supply Company for Police Supplies**

Move City Council approve Agreement No. PD6-680-3619, Amendment No. 5, with Universal Police Supply Company, for police supplies, in an amount not to exceed $266,549.25, for the period of July 1, 2020, through June 30, 2021

Council Focus Area(s):

26. **Resolution No. 5453 Pertaining to the Submission of Projects for Consideration in Arizona's 2021 Highway Safety Plan**

Move City Council pass and adopt Resolution No. 5453 pertaining to the submission of projects for consideration in Arizona's 2022 Highway Safety Plan, and authorize the Chief of Police to conduct all negotiations and to execute and submit all documents necessary in connection with such grant.

Council Focus Area(s):

Public Works and Utilities

27. **Introduction of Ordinance No. 4964 Authorizing the Sale of a Parcel of City-Owned Land at the Southwest Corner of McQueen Road and Pecos Road**

Move City Council introduce and tentatively adopt Ordinance No. 4964 authorizing the sale of a parcel of City-owned land at southwest corner of McQueen Road and Pecos Road to WNDG, LLC, an Arizona Limited Liability Company.

Council Focus Area(s):

28. **Purchase of Refuse and Recycling Containers and Parts from Otto Environmental Systems**

Move City Council approve the purchase of refuse and recycling containers and parts, from Otto Environmental Systems, utilizing City of Mesa Contract No. 2018048, in an amount not to exceed $325,000.

Council Focus Area(s):

29. **Professional Services Agreement No. WW1901.201, Amendment No. 2, with Wilson Engineers, LLC, for the Water Reclamation Facility Improvements**

Move City Council award Professional Services Agreement No. WW1901.201, Amendment No. 2, to Wilson Engineers, LLC, for additional design services, for the Water Reclamation Facility Improvements, in the amount of $222,570, for a revised contract amount not to exceed $4,122,380.

Council Focus Area(s):

30. **Resolution No. 5448, Approving an Intergovernmental Agreement with the Flood Control District of Maricopa County for the City of Chandler Stormwater Management Master Plan Study**

Move City Council pass and adopt Resolution No. 5448, approving an Intergovernmental Agreement with the Flood Control District of Maricopa County for the City of Chandler Stormwater Management Master Plan Study and Authorizing the Mayor to execute the agreement.

Council Focus Area(s):

31. **Project Agreement No. WW2014.402, with FPS Civil, LLC, for the Sewer Manhole Rehabilitation**

Move City Council award Project Agreement No. WW2014.402, to FPS Civil, LLC, pursuant to Job Order Contract No. JOC1902.401, for the Sewer Manhole Rehabilitation, in an amount not to exceed $1,046,278.53.

Council Focus Area(s):

32. **Professional Services Agreement No. WW2014.452, with Dibble CM, LLC, for the Sewer Manhole Rehabilitation Construction Management Services**

Move City Council award Professional Services Agreement No. WW2014.452, to Dibble CM, LLC, for the Sewer Manhole Rehabilitation Construction Management Services, in an amount not to exceed $175,000.

Council Focus Area(s):

33. **Resolution No. 5451, Approving the Intergovernmental Agreement with the Flood Control District of Maricopa County for Detroit Basin Area Drainage Improvements**

Move City Council pass and adopt Resolution No. 5451, approving the Intergovernmental Agreement with the Flood Control District of Maricopa County for the Detroit Basin Area Drainage Improvements, and Authorizing the Mayor to Execute the Agreement

Council Focus Area(s):

34. **Project Agreement No. ST2017.402, with DBA Construction, Inc., for the Quiet Zone Improvements, Phase 2**

Move City Council award Project Agreement No. ST2017.402 to DBA Construction, Inc., Pursuant to Job Order Contract No. JOC1916.401, for the Quiet Zone Improvements, Phase 2, in an amount not to exceed $1,322,738.40.

Council Focus Area(s):

Public Hearing

35. **Annexation Public Hearing, Approximately 9.0 Acres located East of the Southeast Corner of Cooper and Chandler Heights Roads**

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing

Council Focus Area(s):

36. **Annexation Public Hearing, Approximately 5.11 Acres located at the Southeast Corner of Arizona Avenue and Appleby Road**
    1. Open Public Hearing
    2. Staff Presentation
    3. Council Discussion
    4. Discussion from the Audience
    5. Close Public Hearing

    Council Focus Area(s):

Unscheduled Public Appearances

Current Events

1. Mayor's Announcements
2. Council's Announcements
3. City Manager's Announcements

Adjourn

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Community of Innovation

City Council Memorandum **Community Services** **Memo No.** CP21-090

Date: March 25, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Andy Bass, Community Services Director
Andrew Goh, Capital Projects Manager

From: Kurt Hoffman, Engineer Assistant

Subject: PR2108.201 – Pima Park Sidewalk Improvements – J2 Engineering and Environmental Design – Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. PR2108.201 to J2 Engineering and Environmental Design, for Pima Park Sidewalk Improvements Design Services, in an amount not to exceed $39,308.00.

Background/Discussion:

Pima Park is a 31.75-acre Community Park located at 625 North McQueen Road, within the square mile bordered by Ray Road, Cooper Road, Chandler Boulevard, and McQueen Road. Pima Park was initially developed in 1980 and later expanded in 1999. The park offers numerous recreational opportunities including youth ball fields, playground, restroom, lighted walking paths, group ramadas and a parking lot. As part of the 1999 expansion, approximately 5,310 linear feet of 6-foot wide asphalt walking paths were installed throughout the park. The existing asphalt walking paths have deteriorated due to use, time and the quality of the asphalt material used. Despite the repairs that have been made, cracks continue to re-appear as the paths have outlasted their expected lifespan. As a part of the City's Americans with Disabilities Act Transition Plan, the walking paths at Pima Park were audited. The audit noted several ADA deficiencies related to the asphalt walkways' slope and surface condition.

The project scope of work for this contract consists of preparation of a survey, construction documents for demolition, grading, horizontal control, and hardscape improvements, special provisions, and opinion of probable cost to replace the asphalt walking paths with a concrete sidewalk and ensure that the improvements comply with ADA accessible standards. The contract completion time is 120 calendar days following Notice to Proceed.

Evaluation:

The City’s selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Design Services. Staff recommends approval of this agreement with J2 Engineering and Environmental Design based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4580.6210.6PR530	General Government Capital	Existing Comm Park Imp / Repairs	$39,308	Y

Attachments

Location Map
PR 2108.201 Agreement

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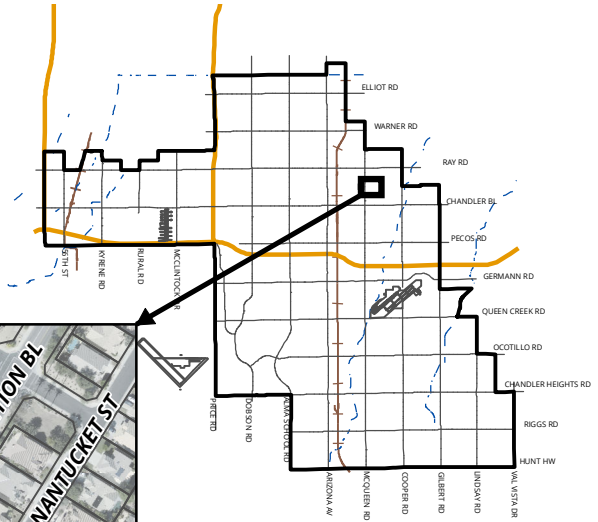
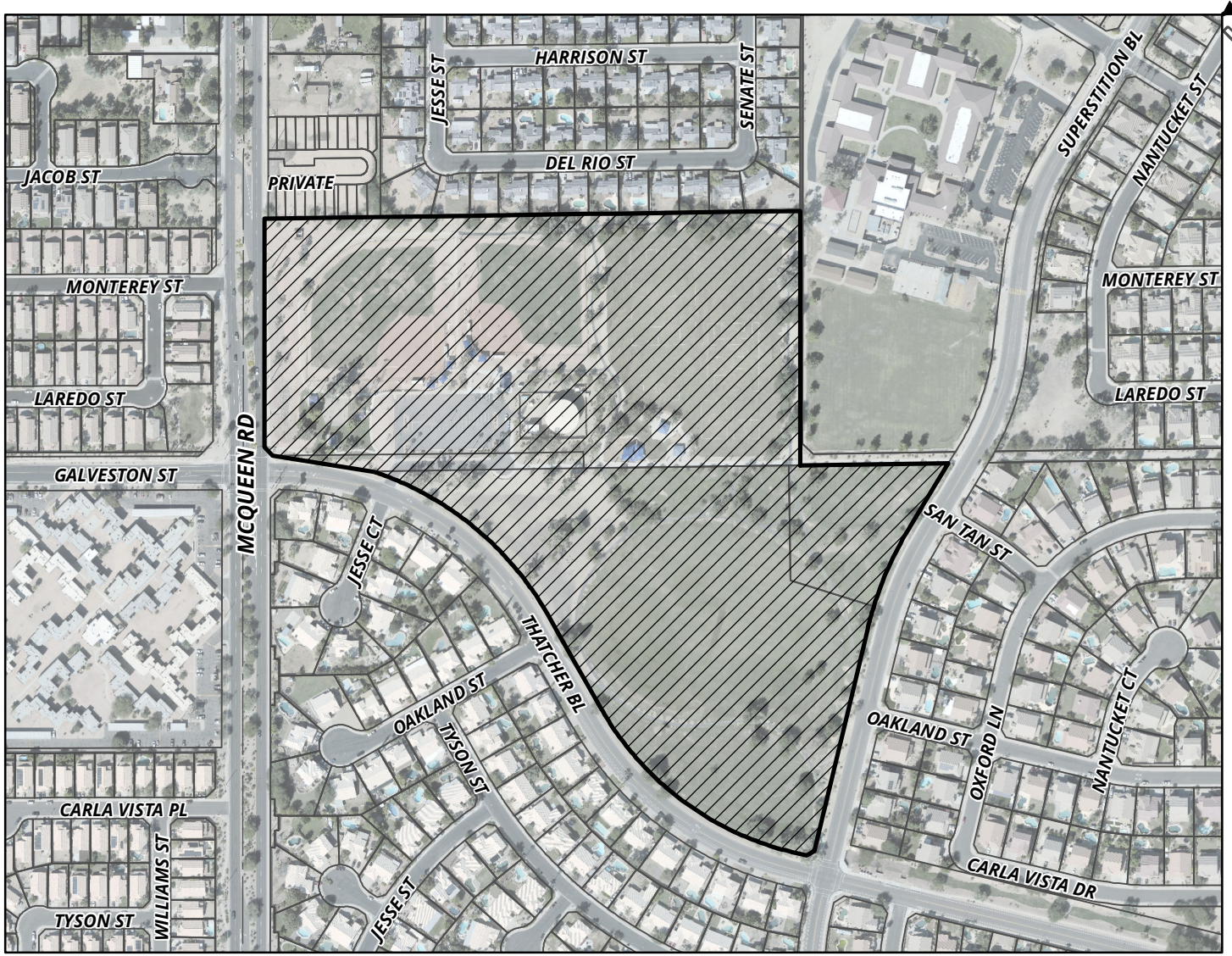
PIMA PARK
SIDEWALK IMPROVEMENTS
PROJECT NO. PR2108.201





MEMO NO. CP21-090

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-090 PIMA PARK SIDEWALK IMPROVEMENTS\CP21-090.mxd 2/3/2021 MARICELAH

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Community of Innovation

PROFESSIONAL SERVICES AGREEMENT
Design Services
PIMA PARK SIDEWALK IMPROVEMENTS

Project No. PR2108.201

Council Date: March 25, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **J2 Engineering & Environmental Design, LLC**, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **PIMA PARK SIDEWALK IMPROVEMENTS** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **120** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$39,308** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008

With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Mr. Jeff Velasquez J2 Engineering & Environmental Design, LLC 4649 E. Cotton Gin Loop, Ste. B2 Phoenix, AZ 85040

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

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

written authorization Consultant will make no claim for compensation for such work or materials furnished.

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

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

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their

compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding 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 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

as set forth in this Section constitute a material breach of this Agreement.

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

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that

data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

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

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

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

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

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

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

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and

exclusive benefit of City and Consultant and not for the benefit of any other party.

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

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

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

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

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

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

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

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

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this

Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

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

SIGNATURE PAGE TO FOLLOW

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

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

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney JMD

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
J2 Engineering & Environmental Design, LLC

_____ 2-3-21
Signature Date

JEFFREY VELASQUEZ
Print Name

VICE PRESIDENT
Title

jvelasquez@j2design.us
Email

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT A:
SCOPE OF SERVICES/SCHEDULE

Task 100 Design Development (60%)
J2 Team shall develop Design Documents to a 60% level of completion and submit hard copy and electronically to the City for review and comments.

Task 100 Deliverables shall include the following:

- 60% Design Development Plans. The J2 Team shall provide three (3) full-size (24x36) sets and four (4) half-size (12x18) sets of plans in hard copy and electronic PDF format to the City.
- 60% Specifications. Specifications shall be prepared in CSI or MAG Format. The J2 Team shall provide two (2) sets of specifications in hard copy and electronic PDF format to the City. The City is responsible for all reproduction and distribution of plans beyond these deliverables.
- 60% Opinion of Probable Construction Cost (OPC). The J2 Team shall provide one (1) set of OPC in an electronic PDF format to the City. The City is responsible for all reproduction and distribution of the OPC for review.

Task 100 Meetings shall include the following:

- Design Review Meeting for a total of one (1) meeting. The meeting is expected to be two (2) hours in duration inclusive of travel time to and from the meeting.

Task 200 – Pre-Final Construction Documents (95%)
After receiving comments from the City on the 60% Design documents, the J2 Team shall develop the Pre-Final Construction Documents for the plans that have been produced to cover the improvements associated with the project. The J2 Team shall then submit electronic and bond copies of sealed and signed pre-final construction documents along with pre-final specifications to the City. These plans shall be used for permit submittal.

Task 200 Deliverables shall include the following:

1) 95% Pre-Final Plans. The J2 Team shall provide three (3) full-size (24x36) sets and four (4) half-size (12x18) sets of plans in hard copy and electronic PDF format to the City.
2) Pre-Final Specifications. Specifications shall be prepared in CSI Format. The J2 Team shall provide two (2) sets of specifications in hard copy and electronic PDF format to the City. The City is responsible for all reproduction and distribution of plans beyond these deliverables.
3) Pre-Final OPC. The J2 Team shall provide one (1) set of OPC in an electronic PDF format to the City. The City is responsible for all reproduction and distribution of the OPC for review

Task 200 Meetings shall include the following:

- Comment Resolution Meeting for a total of one (1) meeting. This meeting is anticipated to be held at the City. This meeting is anticipated to be two (2) hours in duration inclusive of travel time to and from the meeting. The J2 Team shall have two (2) representatives at each meeting.

Task 300 – Final Construction Documents (Bid/Construction Set)
After receiving comments from the City on the Pre-Final Construction Document plans, The J2 Team

shall develop the Final Construction Documents for the plans that have been produced to cover the improvements associated with the project. The J2 Team shall then submit electronic and bond copies of sealed and signed final construction documents along with final specifications and OPC to the City. These plans shall be used for construction. The Bid Tab form shall be submitted by the J2 Team.

Task 300 Deliverables shall include the following:

1) Final Plans. The J2 Team shall provide two (2) full-size (24x36) sets and four (4) half-size (12x18) sets of plans in hard copy and electronic PDF format to the City.
2) Final Specifications. The J2 Team shall provide two (2) sets of specifications in hard copy and electronic PDF format to the City. The City is responsible for all reproduction and distribution of plans beyond these deliverables.
3) Final OPC. The J2 Team shall provide one (1) set of OPC in an electronic PDF format to the City. The City is responsible for all reproduction and distribution of plans beyond these deliverables.
4) Bid Tab. The J2 Team shall provide one (1) Bid Tab in electronic PDF format to the City. The City is responsible for all reproduction and distribution beyond these deliverables.

Task 300 Meetings shall include the following:

- Design Coordination Meeting. This meeting is anticipated to be held at the City. This meeting is anticipated to be two (2) hours in duration inclusive of travel time to and from the meeting. The J2 Team shall have two (2) representatives at the meeting.
- Pre-Bid / Contractor Coordination Meeting. This meeting is anticipated to be held at the City. This meeting is anticipated to be two (2) hours in duration inclusive of travel time to and from the meeting. The J2 Team shall have two (2) representatives at the meeting.

Design Assumptions & Exclusions:

1. The J2 Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for nor has any liability for any such environmental or cultural condition should one be found. It is the responsibility of the City to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.
2. The City shall make available to the Design Team existing available data and records relevant to the site that the City has available.
3. Any Legal descriptions, Boundary Survey, and ALTA available shall be provided to J2 Team by the City.
4. The J2 Team is not providing or producing any environmental or biological investigations or clearances.
5. The J2 Team shall not be designing or extending any water, sanitary sewer, or other utilities.
6. The J2 Team has not included any Permit fees.
7. Utility potholing is not included in this scope of services.
8. Storm Water Pollution and Prevention Plans have not been included as part of this scope of services.
9. Public involvement and production of formal renderings or presentation boards have not been included in this scope of services.
10. Post Design/Construction Support services are not included in this scope of services and shall be part of a separate contract if required.
11. Electrical, landscape, and irrigation plans are not included in this scope. Any impacts to these items will be addressed in the field.

EXHIBIT "B"
COMPENSATION AND FEES

engineering and
environmental design

EXHIBIT "B-1"

Lump Sum Cost Per Task

	TASK DESCRIPTION	SUBTOTAL	
Task 1.0 Project Description & Scope of Construction			
Task 2.0 Assignment			
Task 100.0 Design Development (60%)			**$ 11,137.00**
100.1	60% Conceptual Design Development	*$ 8,113.00*	
100.2	Pre-Final Specifications	*$ 1,015.00*	
100.3	60% Opinion of Probable Cost	*$ 1,261.00*	
100.4	1 Design Review Meeting	*$ 748.00*	
Task 200.0 Pre-Final Construction Documents (95%)			**$ 8,383.00**
200.1	95% Pre-Final Plans	*$ 5,999.00*	
200.2	Pre-Final Specifications	*$ 755.00*	
200.3	Pre-Final Opinion of Probable Cost	*$ 881.00*	
200.4	1 Design Review Meeting	*$ 748.00*	
Task 300.0 Final Construction Documents (Bid/Construction Set)			**$ 6,423.00**
300.1	Final Plans	*$ 3,267.00*	
300.2	Final Specifications	*$ 627.00*	
300.3	Final Opinion of Probable Cost and Bid Tab	*$ 1,033.00*	
300.4	Design and Pre-Bid Meeting	*$ 1,496.00*	
Survey (Subconsultant)			**$ 11,865.00**
	Survey	*$ 11,865.00*	
ALLOWANCES			**$ 1,500.00**
	Allowance for Printing Expenses at Direct Cost	*$ -*	
	Allowance for Cost Estimating Services	*$ -*	
	Owner's Allowance	*$ 1,500.00*	
	TOTAL COST:		**$ 39,308.00**

4649 E. Cotton Gin Loop, Suite B2
Phoenix, AZ 85040
voice 602.438.2221
fax 602.438.2225

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

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

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

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

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

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

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

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant including City's general supervision of Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum **Community Services Memo No.** CS21-032

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Andy Bass, Community Services Director
From: Mickey Ohland, Community Services Planning Manager
Subject: Purchase of Playground Products and Services from Dave Bang Associates, Inc.; Exerplay, Inc.; FlexGround, LLC; Miracle Playground Sales, Inc.; Play it Safe Playgrounds & Park Equipment, Inc.; and Shade 'N Net of Arizona, Inc.

Proposed Motion:

Move that City Council approve the purchase of playground products and services, utilizing 1 Government Procurement Alliance (1GPA) Contracts 18-04P-02, 18-04P-03, 18-04P-04, 18-04P-06, 18-04P-07 and 18-04P-09, listed respectively, with Dave Bang Associates, Inc.; Exerplay, Inc.; FlexGround, LLC; Miracle Playground Sales, Inc.; Play it Safe Playgrounds & Park Equipment, Inc.; and Shade 'N Net of Arizona, Inc.; in a combined amount not to exceed $700,000.

Background/Discussion:

The City frequently uses outside vendors for repairs and maintenance of playgrounds, ramadas, and park amenities. These contracts will provide the City with six (6) contractors for repairs and replacement of ramadas, park amenities, shade structures, playground surfacing, and playgrounds within Chandler's parks. Sunset Park, Tumbleweed Park, Fox Crossing Park, and Pima Park have all been identified for ramada, playground equipment or amenities replacement for Fiscal Year (FY) 2020-21.

Evaluation:

The Pinal County Education Service Agency, as a lead agency for 1GPA, competitively solicited and awarded a contract to Dave Bang Associates, Inc.; Exerplay, Inc.; FlexGround, LLC; Miracle Playground Sales, Inc.; Play it Safe Playgrounds & Park Equipment, Inc.; and Shade 'N Net of Arizona, Inc.; for playground products and services. The City has a current intergovernmental Agreement with 1GPA allowing for cooperative use of its contracts.

Staff recommends use of this contract based on price, quality, service and warranty provided. This contract provides a wide range of products and services at competitive pricing. The contracts are valid through November 15, 2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N

420.4580.6611.6PR044	Park Bonds	Tumbleweed Regional Park Dev	$200,000	Y
420.4580.6210.6PR530	Park Bonds	Existing Community Park Improv	$300,000	Y
420.4580.6210.6PR049	Park Bonds	Existing Neighborhood Park Improv	$200,000	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum **Cultural Development Memo No.** CD 21-032

Date:	March 25, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Kim Moyers, Cultural Development Director
From:	John Owens, Downtown Redevelopment Specialist
Subject:	EMSD Assessment and Hearing Date

Proposed Motion:

Move City Council adopt Resolution No. 5449 authorizing modification of the Assessment Diagram; making a Statement and Estimate of Expenses for the Downtown Chandler Enhanced Municipal Services District; completing the Assessment; setting the date for the hearing on the Assessment; and ordering the giving of notice of such Hearing.

Background:

On November 17, 2005, City Council adopted Resolution No. 3905, creating the Downtown Chandler Enhanced Municipal Services District with the mission to provide marketing, promotion, security, enhanced beautification, and district management within the Downtown. The City subsequently executed a master contract with the Downtown Chandler Community Partnership (DCCP) to perform such services for a period of 10 years and has renewed the agreement every year thereafter. Fiscal Year 2021-22 represents the 16th operating year of the District.

As part of the annual assessment procedures each year, the Assessment Diagram and Assessment Roll need to be updated due to changes in ownership, plats, and land uses. Additionally, a public hearing must be held, along with the opportunity for District property owners to file objections.

Discussion:

The following documents are submitted with this memorandum: (i) Resolution No. 5449; (ii) Notice of Hearing on Assessments; (iii) Boundary Map; (iv) Statement and Estimate of Expenses for the District; (v) Modified Assessment Diagram; and (vi) the District Assessment Roll proposed for Fiscal Year 2021-22.

The purpose of Resolution No. 5449 is to set the Public Hearing to notify property owners of the intent to modify the Assessments for property in the District, a required formal step. This Resolution also authorizes the City Council to make an estimate of the expenses for the District for 2021-2022, to set the date for the hearing on the Assessment, and to give the Public Notice of the hearing date.

As a result of Resolution No. 5449, the hearing for the setting of the Assessments will be held May 13, 2021, at 6:00 p.m., in the City Council Chambers. DCCP staff will appropriately notify all property owners within the District boundary, and the City will publish the notice of the hearing in a daily newspaper for five consecutive days, as required by state statute.

Assessments in the District will be based on three weighted factors, including assessed value, building square

footage, and land square footage. All properties will be assessed at the same rate, with the exception of buildings along the Historic Square, which will be assessed double the building square footage rate. Additional resources are spent in this area due to increased pedestrian traffic. Downtown parking garages are exempt from the building square footage calculations, but are still assessed on the other two factors (assessed value and land square footage).

In May, staff will return with a Resolution to approve the Annual Assessment Roll, which will memorialize the amount assessed to each parcel and property owner. After City Council approval, the roll will be sent to the Maricopa County Assessor for inclusion on the fall property tax bills. In June, staff will present the Chandler Enhanced Municipal Services Agreement with the DCCP for Fiscal Year 2021-22, which will include an Operating Plan and District Budget.

Financial Implications:

The total assessments for Fiscal Year 2021-22, including the City's voluntary contribution, are $305,301. Given the success of the DCCP in building profitable events, the FY 2021-22 operating budget for the District may exceed this amount, but will stay in compliance with the contract reserve policy. The final amount will be presented to the City Council in June as part of the DCCP contract with the City for District management services.

As a public entity, the City is not required to pay into the District assessment, but has done so since the District's inception on a voluntary basis. As the largest single property owner in the Downtown, the City has taken a leadership role in supporting the District both financially and operationally. As in prior years, the City has elected to cap its voluntary contribution at $118,804, which represents 39% of the total assessment budget. Funds to provide the City's voluntary contribution are provided for in the Downtown Redevelopment operating budget request for Fiscal Year 2021-22.

Attachments

Resolution No. 5449
Notice of Hearing on Assessment
EMSD Boundary Map
Statement and Estimate of Expenses for the District
Assessment Diagram and Assessment Roll

RESOLUTION NO. 5449

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING MODIFICATION OF THE ASSESSMENT DIAGRAM; MAKING A STATEMENT AND ESTIMATE OF EXPENSES FOR THE DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT; COMPLETING THE ASSESSMENT; SETTING THE DATE FOR THE HEARING ON THE ASSESSMENT; AND ORDERING THE GIVING OF NOTICE OF SUCH HEARING.

WHEREAS, the Mayor and Council has initiated an enhanced municipal services improvement district within the City of Chandler designated the Downtown Chandler Enhanced Municipal Services District (the "District"); and

WHEREAS, further modifications to the Assessment Diagram are required to accurately show the parcels within the District; and

WHEREAS, duplicate copies of the 2021-22 Modified Assessment Diagram have been prepared and submitted to the Mayor and Council for approval; and

WHEREAS, the Mayor and Council have been presented with information regarding a statement and estimate of the expenses of the District for the fiscal year commencing July 1, 2021 (the "Estimate"), and an assessment of the total sum upon the several lots within the District, each respectively in proportion to the benefits to be received by each lot (the "Assessment"); and

WHEREAS, it is now in order for the Mayor and Council to approve the 2021-22 Modified Assessment Diagram, make the Estimate, complete the Assessment and fix a time to hear and pass upon the Assessment and the prior proceedings relating thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF CHANDLER, ARIZONA, that:

Section 1. The 2021-22 Modified Assessment Diagram for the District is approved.

Section 2. The City Clerk shall certify the fact and date of such approval on the duplicate copies of the 2021-22 Modified Assessment Diagram.

Section 3. The Estimate as presented is hereby accepted and made the Estimate for the District for the fiscal year commencing July 1, 2021. The Assessment, as presented is hereby made and accepted as the complete Assessment for the District for the fiscal year commencing July 1, 2021.

Section 4. The Mayor and Council hereby set the hearing on the Assessment hereby made to be held at the following time and place:

Date of Hearing: May 13, 2021
Time of Hearing: 6:00 p.m.
Place of Hearing: Council Chambers
City Hall
88 E. Chicago Street
Chandler, Arizona

Section 5. The Notice of Hearing on Assessment ("Notice") shall be substantially in the form attached hereto and marked Exhibit A. The Mayor and Council hereby order that said Notice be published and mailed as follows: publish a copy of said Notice five (5) days in the Arizona Republic and mail, at least 20 days prior to the hearing, a copy of the Notice to all persons owning real property affected by the assessment, as the names and addresses appear on the last certified tax roll for state and county purposes.

Section 6. The Superintendent of Streets shall file an affidavit and supporting papers in conformance with the directions contained in this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5449 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____ 2021, and that a quorum was present thereat.

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney TA

Attachment: Notice of Hearing on Assessment

NOTICE OF HEARING ON ASSESSMENT

TO THE PROPERTY OWNERS AND ALL PERSONS CLAIMING AN INTEREST IN ANY PROPERTY WITHIN THE DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES DISTRICT IN THE CITY OF CHANDLER, ARIZONA.

NOTICE IS HEREBY GIVEN of the time fixed for hearing and passing upon the annual assessments and proceedings heretofore had and taken for enhanced municipal services in the City of Chandler, Arizona (the "City") as described in Resolution of Intention No. 3905 (the "Resolution of Intention").

Pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and specifically A.R.S. § 48-575, and all amendments thereto, PUBLIC NOTICE IS HEREBY GIVEN that the Mayor and Council of the City made a statement and estimate of all annual expenses for the Downtown Chandler Enhanced Municipal Services District (the "District") for the fiscal year commencing July 1, 2021, and ending June 30, 2022, and assessed the total cost thereof against the lots within the District. The work proposed to be done in the District is described in the Resolution of Intention on file with the Clerk of the City and in the Plans and Specifications therefore on file with the Clerk of the City, to which Resolution, Plans and Specifications reference is hereby made for a more particular description of the work.

NOTICE IS FURTHER GIVEN that the Mayor and Council have fixed the time and place of hearing and passing upon the said assessments and proceedings heretofore had and taken with respect thereto at:

TIME:	6:00 p.m.
DATE:	May 13, 2021
LOCATION:	Council Chambers City Hall 88 E. Chicago Street Chandler, Arizona 85225

The property assessed to pay for said improvement comprises all lots included within the District in said City as described in the Resolution of Intention. The area subject to assessment is shown on the map below.

Any property owner and all other persons directly interested in the work or in the assessment having any objection to the legality of the assessment or to any of the previous proceedings connected therewith, may, at any time prior to the time fixed for said hearing, file with the City Clerk a written notice briefly specifying the grounds for such objection and at the time fixed for said hearing or at a time or times not later than ten (10) days thereafter, to which such hearing may be postponed, the Mayor and City Council will hear and pass upon all objections so made and filed.

All decisions and determinations of the Mayor and Council upon the hearing aforesaid will be final and conclusive upon all persons entitled to object as to all errors, informalities and irregularities which the Mayor and Council might have remedied or avoided at any time during the progress of the proceedings.

/s/ Dana DeLong
CITY CLERK

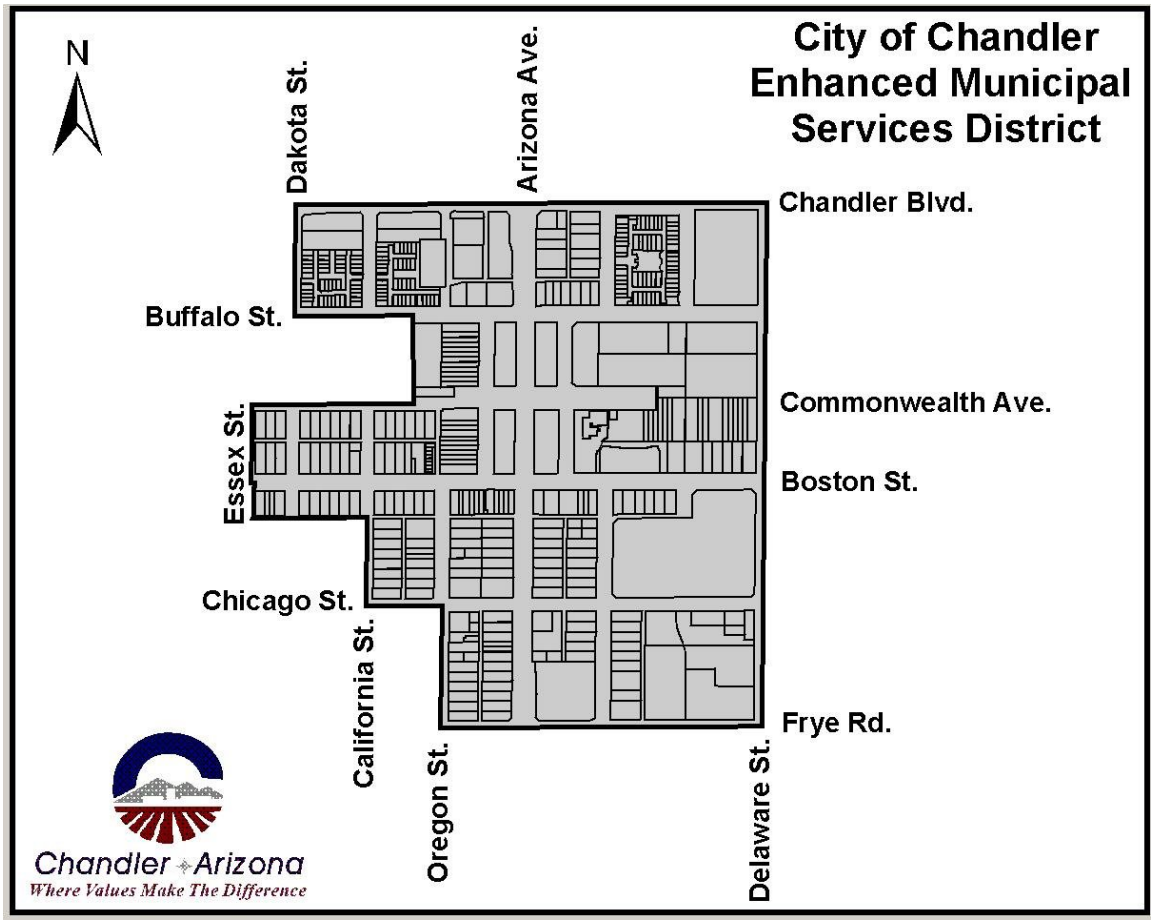
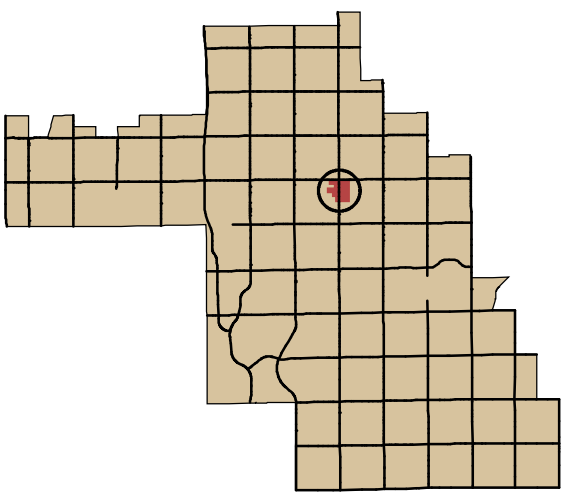


Exhibit B
City of Chandler Enhanced Municipal Services District
Assessment Diagram 2021-2022

N

Note: For detailed parcel information including building and lot square footage please refer to Exhibit D.

Area shown in detail



Assessed Parcels

- Historic Downtown
- City Owned
- Privately Owned

Exempt Parcels

- Residential
- Other

- Streets
- District Boundary

0 125 250 500 750 1,000 Feet

Map produced by the City of Chandler Planning Division january 13, 2021

Chandler Arizona
Where Values Make The Difference

DOWNTOWN CHANDLER
ENHANCED MUNICIPAL SERVICES DISTRICT

Annual Statement and Estimate of Expenses
For Fiscal Year July 1, 2021 June 30, 2022
and Assessment

Pursuant to Section 48-575(E), Arizona Revised Statutes, as amended, the Mayor and Council of the City of Chandler hereby make and adopt as the annual statement and estimate of expenses for the Downtown Chandler Enhanced Municipal Services District (the "District") for the fiscal year commencing July 1, 2021 and ending June 30, 2022 the following:

Enhanced Service	Proposed Budget
Marketing, Promotions & Special Events	$40,000
Enhanced Public Safety & Beautification	$57,000
Downtown Management & Administration	$206,301
Capital Replacement Fund	$2,000
TOTAL	**$305,301**

The total amount shown above is hereby assessed upon the several lots in the District, each respectively in proportion to the benefits to be received by each lot, as shown on the attached Assessment Roll.

Made and adopted by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2021.

ATTEST:

_____ _____
City Clerk Mayor

Attachment: FY 2021-2022 Assessment Roll

Map Id	Parcel No	Property Use	Owner Name	Mailing Address	Mailing Suite	City State Zip	Country	Situs Address	Situs City Zip	Total Assessed Value(LPV)	Assessed Value	Building Sq Ft	Assessed Building	Parcel Sq Ft	Assessed Parcel	Totals
1	303-08-248	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244				$138,345		$706	0	$0	27,737	$832	$1,538
2	303-08-265	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244				$10,131		$52	0	$0	29,504	$885	$937
3	303-08-162	TOWNHOUSES	BECKER DENNIS/KATE M	527 10TH UNIT 307		SAN DIEGO CA 92101		124 N CALIFORNIA ST,21	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
4	303-08-163	TOWNHOUSES	SOKOL PAUL L	124 N CALIFORNIA ST UNIT 22		CHANDLER AZ 85225		124 N CALIFORNIA ST,22	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
5	303-08-164	TOWNHOUSES	GEIGER DAVID M TR	121 N CALIFORNIA ST UNIT 27		CHANDLER AZ 85255		124 N CALIFORNIA ST,23	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
6	303-08-165	TOWNHOUSES	SCULL PATRICIA A	124 N CALIFORNIA ST NO 24		CHANDLER AZ 85225		124 N CALIFORNIA ST,24	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
7	303-08-166	TOWNHOUSES	MAURICIO WISSINGER REVOCABLE TRUST	124 N CALIFORNIA ST UNIT 25		CHANDLER AZ 85225		124 N CALIFORNIA ST,25	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
8	303-08-249	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	42 S HAMILTON PL STE 101		GILBERT AZ 85233				$0		$0	0	$0	0	$0	$0
9	303-08-251	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050				$0		$0	0	$0	0	$0	$0
10	303-08-167	TOWNHOUSES	RYAN WILLIAM	122 W MACAW DR		CHANDLER AZ 85286		124 N CALIFORNIA ST,26	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
11	303-08-168	TOWNHOUSES	TAYLOR JULIE D	124 N CALIFORNIA ST UNIT 27		CHANDLER AZ 85225		124 N CALIFORNIA ST,27	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
12	303-08-169	TOWNHOUSES	STIRTZINGER ANTHONY P/SHERI A	PO BOX 1456		PONET VEDRA BEACH FL 32004		124 N CALIFORNIA ST,28	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
13	303-08-170	TOWNHOUSES	HUMPHREYS CARRIE L	124 N CALIFORNIA ST UNIT 29		CHANDLER AZ 85225		124 N CALIFORNIA ST,29	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
14	303-08-171	TOWNHOUSES	BROCHARD BRENNEN	124 N CALIFORNIA ST UNIT 30		CHANDLER AZ 85225		124 N CALIFORNIA ST,30	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
15	303-08-187	TOWNHOUSES	GARRETT ROBERT J	124 N CALIFORNIA ST UNIT 20		CHANDLER AZ 85225		124 N CALIFORNIA ST,20	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
16	303-08-186	TOWNHOUSES	RENNA GREGORY VINCENT	124 N CALIFORNIA ST UNIT 19		CHANDLER AZ 85225		124 N CALIFORNIA ST,19	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
17	303-08-185	TOWNHOUSES	NEAL STUART A	124 N CALIFORNIA ST UNIT 18		CHANDLER AZ 85225		124 N CALIFORNIA ST,18	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
18	303-08-184	TOWNHOUSES	KAUP JAMES L	124 N CALIFORNIA ST UNIT 17		CHANDLER AZ 85225		124 N CALIFORNIA ST,17	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
19	303-08-183	TOWNHOUSES	MINTER MICHAEL/SUSANNE	170 EASTON DR		MOORESVILLE NC 28117		124 N CALIFORNIA ST,16	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
20	303-08-250	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050		124 N CALIFORNIA ST,	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
21	303-08-188	TOWNHOUSES	GHRAMM KENNETH	124 N CALIFORNIA ST UNIT 6		CHANDLER AZ 85225		124 N CALIFORNIA ST,6	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
22	303-08-189	TOWNHOUSES	MAGDATO GLEN	124 N CALIFORNIA ST		CHANDLER AZ 85225		124 N CALIFORNIA ST,7	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
23	303-08-190	TOWNHOUSES	MAURICIO WISSINGER REVOCABLE TRUST	3982 E DESERT BROOM DR		CHANDLER AZ 85286		124 N CALIFORNIA ST,8	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
24	303-08-191	TOWNHOUSES	SCHOENLEY-MATHIS TRUST	124 N CALIFORNIA ST UNIT 9		CHANDLER AZ 85225		124 N CALIFORNIA ST,9	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
25	303-08-192	TOWNHOUSES	WOLFF MARK A/MATTHEW C	124 N CALIFORNIA ST UNIT 10		CHANDLER AZ 85225		124 N CALIFORNIA ST,10	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
26	303-08-182	TOWNHOUSES	CEH TRUST	1250 S GILBERT RD		CHANDLER AZ 85286		124 N CALIFORNIA ST,15	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
27	303-08-181	TOWNHOUSES	HIRLEMAN LAURA	2806 N DAWN DR		COLORADO SPRINGS CO 80918		124 N CALIFORNIA ST,14	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
28	303-08-180	TOWNHOUSES	WAQAS ARSLAN AND NAILA IFFAT FAMILY TRUST	208 W ALAMOSA DR		CHANDLER AZ 85248		124 N CALIFORNIA ST,13	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
29	303-08-179	TOWNHOUSES	KUKSA JACLYN M/KRIEGSMANN PAUL J	124 N CALIFORNIA ST UNIT 12		CHANDLER AZ 85225		124 N CALIFORNIA ST,12	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
30	303-08-178	TOWNHOUSES	SUSAN M MCKOWN BURNS REVOCABLE TRUST	712 VALLEY VIEW		DECORAH IA 52101		124 N CALIFORNIA ST,11	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
31	303-08-252	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050				$0		$0	0	$0	0	$0	$0
32	303-08-172	TOWNHOUSES	DAMRON JOSEPH R/BIBI S	124 N CALIFORNIA ST UNIT 31		CHANDLER AZ 85225		124 N CALIFORNIA ST,31	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
33	303-08-173	TOWNHOUSES	MURPHY PATRICK M	PO BOX 6436		ROCKFORD IL 61125		124 N CALIFORNIA ST,32	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
34	303-08-174	TOWNHOUSES	MCCLEARY MICHAEL	124 N CALIFORNIA ST NO 33		CHANDLER AZ 85225		124 N CALIFORNIA ST,33	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
35	303-08-175	TOWNHOUSES	SAN MARCOS HOLDINGS LLC	8445 S COLLEGE LN		TEMPE AZ 85284		124 N CALIFORNIA ST,34	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
36	303-08-176	TOWNHOUSES	YEHUDAH MALCAH	124 N CALIFORNIA ST UNIT 35		CHANDLER AZ 85225		124 N CALIFORNIA ST,35	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
37	303-08-177	TOWNHOUSES	DR CYNTHIA LAVAE BANTON LIVING TRUST	124 N CALIFORNIA ST UNIT 36		CHANDLER AZ 85225		124 N CALIFORNIA ST,36	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
38	303-08-253	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050				$0		$0	0	$0	0	$0	$0
39	303-08-263	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050				$0		$0	0	$0	0	$0	$0
40	303-08-193	TOWNHOUSES	MAGLIONE ANTHONY J/JOYCE A	124 N CALIFORNIA ST UNIT 5		CHANDLER AZ 85225		124 N CALIFORNIA ST,5	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
41	303-08-194	TOWNHOUSES	SAND DIAN L/STEVE L	124 N CALIFORNIA STREET NO 4		CHANDLER AZ 85225		124 N CALIFORNIA ST,4	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
42	303-08-195	TOWNHOUSES	BUCHANAN SCOTT/JENNA	124 N CALIFORNIA ST UNIT 3		CHANDLER AZ 85225		124 N CALIFORNIA ST,3	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
43	303-08-196	TOWNHOUSES	J&D TRUST	PO BOX 95033		PHOENIX AZ 85070		124 N CALIFORNIA ST,2	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
44	303-08-197	TOWNHOUSES	CURTIS JASON W	124 N CALIFORNIA ST UNIT 1		CHANDLER AZ 85225		124 N CALIFORNIA ST,1	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
45	303-08-255	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050				$0		$0	0	$0	0	$0	$0
46	303-08-254	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050				$0		$0	0	$0	0	$0	$0
47	303-08-198	TOWNHOUSES	FELDMAN JESSICA MAE	124 N CALIFORNIA ST UNIT 42		CHANDLER AZ 85225		124 N CALIFORNIA ST,42	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
48	303-08-199	TOWNHOUSES	LINGLEY TROY P	16625 S MOUNTAIN STONE TRL		PHOENIX AZ 85048		124 N CALIFORNIA ST,41	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
49	303-08-200	TOWNHOUSES	MCCONNEL FAMILY TRUST	2142 SUMAC DR		OJAI CA 93023		124 N CALIFORNIA ST,40	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
50	303-08-201	TOWNHOUSES	TAN YOON SWING/DINH NHA	124 N CALIFORNIA ST UNIT 39		CHANDLER AZ 85225		124 N CALIFORNIA ST,39	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
51	303-08-202	TOWNHOUSES	SMITH JASON	124 N CALIFORNIA ST UNIT 38		CHANDLER AZ 85225		124 N CALIFORNIA ST,38	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
52	303-08-203	TOWNHOUSES	BABCOCK BRADLEY D	7394 W PALO BREA LN		PEORIA AZ 85383		124 N CALIFORNIA ST,37	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
53	303-08-075	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244				$39,612		$202	0	$0	44,267	$1,328	$1,530
54	303-08-256	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050		121 N CALIFORNIA ST,	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
55	303-08-204	TOWNHOUSES	COOPER ROBERT/VIOLA	13042 N AJO LILLY PL		MARANA AZ 85658		121 N CALIFORNIA ST,6	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
56	303-08-205	TOWNHOUSES	LA PALMA LLC	PO BOX 1116		FAIRFAX VA 22038		121 N CALIFORNIA ST,5	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
57	303-08-206	TOWNHOUSES	JORGENSEN KIM	121 N CALIFORNIA ST UNIT 4		CHANDLER AZ 85225		121 N CALIFORNIA ST,4	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
58	303-08-207	TOWNHOUSES	BROWN FAMILY TRUST	121 N CALIFORNIA ST UNIT 3		CHANDLER AZ 85225		121 N CALIFORNIA ST,3	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
59	303-08-208	TOWNHOUSES	OCCHUZZO GARY	121 N CALIFORNIA ST NO 2		CHANDLER AZ 85225		121 N CALIFORNIA ST,2	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
60	303-08-209	TOWNHOUSES	MAHONEY RYAN	121 N CALIFORNIA ST 1		CHANDLER AZ 85225		121 N CALIFORNIA ST,1	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
61	303-08-257	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050		121 N CALIFORNIA ST,	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
62	303-08-258	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050		121 N CALIFORNIA ST,	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
63	303-08-210	TOWNHOUSES	LIPP WILLIAM J/GERALDINE M	121 N CALIFORNIA ST UNIT 37		CHANDLER AZ 85225		121 N CALIFORNIA ST,37	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
64	303-08-211	TOWNHOUSES	GRAHAM JEFFREY A/BARBARA A	313 TIONESIA DR		NEW KENSINGTON PA 15068		121 N CALIFORNIA ST,36	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
65	303-08-212	TOWNHOUSES	WU YANLING	121 N CALIFORNIA ST UNIT 35		CHANDLER AZ 85225		121 N CALIFORNIA ST,35	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
66	303-08-213	TOWNHOUSES	MEMORIAL UNION INC	268 WESTWIND WY		DRESHER PA 79025		121 N CALIFORNIA ST,34	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
67	303-08-214	TOWNHOUSES	FITZGIBBON JAMES R III	121 N CALIFORNIA ST UNIT 33		CHANDLER AZ 85225		121 N CALIFORNIA ST,33	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
68	303-08-215	TOWNHOUSES	BOTTEN JOHN C/MAUREEN L	7803 RALLS DR HC BOX 232		STRAWBERRY AZ 85544		121 N CALIFORNIA ST,32	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
69	303-08-264	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050		121 N CALIFORNIA ST,	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
70	303-08-260	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050		121 N CALIFORNIA ST,	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
71	303-08-231	TOWNHOUSES	MICHAEL R STANDLEY REVOCABLE TRUST	7916 BEECHWOOD CT		URBANDALE IA 503224444		121 N CALIFORNIA ST,31	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
72	303-08-232	TOWNHOUSES	ANTHONY MALONE PADGETT LIVING TRUST	121 N CALIFORNIA ST UNIT 30		CHANDLER AZ 85225		121 N CALIFORNIA ST,30	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
73	303-08-233	TOWNHOUSES	BRENNAN JAMES JOSEPH/INGRID M	121 N CALIFORNIA ST UNIT 29		CHANDLER AZ 85225		121 N CALIFORNIA ST,29	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
74	303-08-234	TOWNHOUSES	DEUCEPOX TRUST	121 N CALIFORNIA ST UNIT 28		CHANDLER AZ 85225		121 N CALIFORNIA ST,28	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
75	303-08-235	TOWNHOUSES	GEIGER DAVID M	121 N CALIFORNIA ST UNIT 27		CHANDLER AZ 85225		121 N CALIFORNIA ST,27	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
76	303-08-261	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050		121 N CALIFORNIA ST,	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
77	303-08-236	TOWNHOUSES	ENDSLEY FAMILY TRUST	121 N CALIFONRIA ST #26		CHANDLER AZ 85225		121 N CALIFORNIA ST,26	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
78	303-08-237	TOWNHOUSES	LOWE BEN/DEBRA L	121 N CALIFORNIA ST 25		CHANDLER AZ 85225		121 N CALIFORNIA ST,25	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
79	303-08-238	TOWNHOUSES	ENCINAS GUADALUPE A	121 N CALIFORNIA ST UNIT 24		CHANDLER AZ 85225		121 N CALIFORNIA ST,24	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
80	303-08-239	TOWNHOUSES	NATALIE LYNN ZOYDOPOULOS LIVING TRUST	121 N CALIFORNIA ST NO 23		CHANDLER AZ 85225		121 N CALIFORNIA ST,23	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
81	303-08-240	TOWNHOUSES	STUCKEY GARY P/THOMAS MARIS TR	121 N CALIFORNIA ST UNIT 22		CHANDLER AZ 85225		121 N CALIFORNIA ST,22	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
82	303-08-262	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050				$0		$0	0	$0	0	$0	$0
83	303-08-226	TOWNHOUSES	CASAS MIRIAM	621 N 7TH ST		MCALLEN TX 78501		121 N CALIFORNIA ST,17	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
84	303-08-227	TOWNHOUSES	PRCHAL CHARLES RICHARD JR	121 N CALIFORNIA ST UNIT 18		CHANDLER AZ 85225		121 N CALIFORNIA ST,18	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
85	303-08-228	TOWNHOUSES	KLEMENTS SADIE M/KLEMENTS-WILLOX DOROTHY	121 N CALIFORNIA ST UNIT 19		CHANDLER AZ 85225		121 N CALIFORNIA ST,19	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
86	303-08-229	TOWNHOUSES	TESTA DAMON P/MARY S	121 N CALIFORNIA ST NO 20		CHANDLER AZ 85225		121 N CALIFORNIA ST,20	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
87	303-08-230	TOWNHOUSES	DUNN JAMES	121 N CALIFORNIA ST UNIT 21		CHANDLER AZ 85225		121 N CALIFORNIA ST,21	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
88	303-08-259	RESIDENTIAL REC CENTERS	VILLAS AT SAN MARCOS COMMONS HOMEOWNERS ASSOC	PO BOX 73259		PHOENIX AZ 85050		121 N CALIFORNIA ST,	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
89	303-08-221	TOWNHOUSES	ERIC AND PAMELA SCHINDLER TRUST	ONE REEDERS VILLAGE DR		HELENA MT 59601		121 N CALIFORNIA ST,16	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
90	303-08-222	TOWNHOUSES	HAYASHI LEILA M	121 N CALIFORNIA ST NO 15		CHANDLER AZ 85225		121 N CALIFORNIA ST,15	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
91	303-08-223	TOWNHOUSES	CURRAN PATRICK F	136 DEPPE LN		OTTUMWA IA 52501		121 N CALIFORNIA ST,14	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
92	303-08-224	TOWNHOUSES	121 NORTH CALIFORNIA STREET	2165 E HONEYSUCKLE PL		CHANDLER AZ 85286		121 N CALIFORNIA ST,13	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
93	303-08-225	TOWNHOUSES	DEBORAH J NEWPORT TRUST	121 N CALIFORNIA ST UNIT 12		CHANDLER AZ 85225		121 N CALIFORNIA ST,12	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
94	303-08-216	TOWNHOUSES	SCOTT GEORGE J	121 N CALIFORNIA ST NO 7		CHANDLER AZ 85225		121 N CALIFORNIA ST,7	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
95	303-08-217	TOWNHOUSES	CHANDANI AMIT	121 N CALIFORNIA ST NO 8		CHANDLER AZ 85225		121 N CALIFORNIA ST,8	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
96	303-08-218	TOWNHOUSES	ZOLIN DINA M	619 E RIVIERA DR		CHANDLER AZ 85249		121 N CALIFORNIA ST,9	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
97	303-08-219	TOWNHOUSES	GOEBEL ERICH	2443 E FICUS WY		GILBERT AZ 85298		121 N CALIFORNIA ST,10	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
98	303-08-220	TOWNHOUSES	KRIEGSMANN PAUL/KUKSA JACLYN	124 N CALIFORNIA ST UNIT 12		CHANDLER AZ 85225		121 N CALIFORNIA ST,11	CHANDLER 85225	$0		$0	0	$0	0	$0	$0
99	303-08-980	MUNICIPAL OWNERSHIP	DT CHANDLER LLC	140 E RIO SALADO PKWY STE 209		TEMPE AZ 85281				4 722,805		$3,686	0	$0	33,595	$1,008	$4,694
100	303-08-979	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244				$13,090		$67	0	$0	7,466	$224	$291
101	303-08-976	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244				5967,463		54,883	35,081	$3,420	23,716	$711	$9,015
102	303-08-161	MICROWAVE SERVICE	QWEST CORPORATION	1801 CALIFORNIA STREET 25TH FLOOR		DENVER CO 80202		151 N OREGON ST,	CHANDLER 85225	$28,697		$146	29,410	$2,867	25,466	$764	$3,778
103	303-08-977	EXEMPT	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244				$29,284		$149	0	$0	15,638	$469	$618
104	303-08-978	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244				$404,562		$3,083	34,047	$3,320	22,365	$671	$7,074
105	303-08-981	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244				$12,526		$64	0	$0	8,551	$257	$320
106	303-08-242	CONVENIENCE MKT, RET STRIP, SU	DESERT VIKING - DOWNTOWN CHANDLER II LLC	542 W CHANDLER BLVD		CHANDLER AZ 85225		58 W BUFFALO ST,	CHANDLER 85225	$146,749		$748	17,085	$3,332	11,949	$358	$4,438
107	303-08-982	EXEMPT	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244				$14,937		$76	0	$0	15,918	$478	$554
108	303-08-106C	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709				$37,296		$190	0	$0	47,910	$1,437	$1,628
109	303-08-002	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS PL,	CHANDLER 85225	$6,570		$34	0	$0	8,460	$254	$287
110	303-08-003	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS PL,	CHANDLER 85225	$3,654		$19	47,910	$9,342	4,700	$141	$9,502
111	303-08-004	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS PL,	CHANDLER 85225	$3,654		$19	0	$0	4,700	$141	$160
112	303-08-005	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS PL,	CHANDLER 85225	$3,654		$19	0	$0	4,700	$141	$160
113	303-08-006	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS PL,	CHANDLER 85225	$3,654		$19	0	$0	4,700	$141	$160
114	303-08-007	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS PL,	CHANDLER 85225	$3,654		$19	0	$0	4,700	$141	$160
115	303-08-008	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS PL,	CHANDLER 85225	$3,654		$19	0	$0	4,700	$141	$160
116	303-08-009	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS PL,	CHANDLER 85225	$3,654		$19	0	$0	4,700	$141	$160
117	303-08-010	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS PL,	CHANDLER 85225	$3,654		$19	0	$0	4,700	$141	$160
118	303-08-011	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS PL,	CHANDLER 85225	$3,654		$19	0	$0	4,700	$141	$160
119	303-08-012	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS PL,	CHANDLER 85225	$3,654		$19	0	$0	4,700	$141	$160
120	303-08-014	MISC. COMMERCIAL	LESTER HOSPITALITY - CHANDLER LLC	PO BOX 9188		RAPID CITY SD 57709		10 N SAN MARCOS PL,	CHANDLER 85225	$3,654		$19	0	$0	4,700	$141	$160
121	303-08-013B	MISC. COMMER

196	303-09-007C	RESTAURANTS/BARS	CS CHANDLER REAL ESTATE LLC	7328 E STETSON DR		SCOTTSDALE AZ 85251	35 W BOSTON ST,	CHANDLER 85225	$60,609	$309	4,592	$895	4,095	$150	$1,354
197	303-09-008	MISC. COMMERCIAL	SABA BROTHERS RENTALS LLC	3270 N COLORADO ST		CHANDLER AZ 85225	11 W BOSTON ST,1	CHANDLER 85225	$5,395	$28	0	$0	3,000	$90	$118
198	303-09-009	MISC. COMMERCIAL	SABA BROTHERS RENTALS LLC	3270 N COLORADO ST		CHANDLER AZ 85225	11 W BOSTON ST,2	CHANDLER 85225	$5,395	$28	0	$0	3,000	$90	$118
199	303-09-010	MISC. COMMERCIAL	SABA BROTHERS RENTALS LLC	3270 N COLORADO ST		CHANDLER AZ 85225	11 W BOSTON ST,	CHANDLER 85225	$5,395	$28	0	$0	3,000	$90	$118
200	303-09-011	RESTAURANTS/BARS	SABA BROTHERS RENTALS LLC	3270 N COLORADO ST		CHANDLER AZ 85225	11 W BOSTON ST,	CHANDLER 85225	$197,243	$1,006	11,319	$2,207	3,000	$90	$3,303
201	303-09-174	HOTELS	DOWN TOWN HOTEL LLC	153 S PAYNE STEWART DR		BRANSON MO 65616	150 S ARIZONA AVE,	CHANDLER 852250000	$1,008,451	$5,602	68,702	$6,698	29,126	$874	$13,174
202	303-09-172	PARTIAL COMPLETE	NEW SQUARE LLC	2577 QUEEN CREEK RD STE 111		CHANDLER AZ 85248	130 S ARIZONA AVE,	CHANDLER 85225	$139,708	$713	8,366	$816	15,136	$454	$1,982
203	303-09-170	VACANT LAND	NEW SQUARE LLC	2577 QUEEN CREEK RD STE 111		CHANDLER AZ 85248			$39,007	$199	0	$0	42,956	$1,289	$1,488
204	303-09-173	VACANT LAND	SPIKE LAWRENCE VENTURES 1 LLC	2577 QUEEN CREEK RD STE 111		CHANDLER AZ 85248			$20,352	$104	0	$0	17,967	$539	$643
205	303-09-171	PARTIAL COMPLETE	NEW SQUARE LLC	2577 QUEEN CREEK RD STE 111		CHANDLER AZ 85248	180 S ARIZONA AVE,	CHANDLER 852250000	$945,575	$4,822	50,919	$4,965	22,796	$684	$10,471
206	303-09-086	OFFICE BUILDINGS	77 LLC	81 W BOSTON ST		CHANDLER AZ 85225	77 W CHICAGO ST,	CHANDLER 85225	$56,082	$286	4,400	$429	10,427	$313	$1,028
207	303-09-169	RESTAURANTS/BARS	FIFTY FIVE L L C	560 N BENSON LN		CHANDLER AZ 85224	55 W CHICAGO ST,	CHANDLER 85225	$92,285	$471	2,401	$234	5,455	$164	$868
208	303-09-168	RESTAURANTS/BARS	LAVENUE LLC	560 N BENSON LN		CHANDLER AZ 85224	238 S WALL ST,	CHANDLER 85225	$96,059	$490	3,840	$374	15,061	$452	$1,316
209	303-09-095B	RESTAURANTS/BARS	PSCI INVESTMENTS LLC	77 W CHICAGO ST NO 6		CHANDLER AZ 85225	241 S OREGON ST,	CHANDLER 85225	$13,449	$69	1,376	$134	3,750	$113	$315
210	303-09-095A	CONVENIENCE MKT, RET STRIP, SU	LAVENUE LLC	242 S WALL ST		CHANDLER AZ 85225	242 S WALL ST,	CHANDLER 85225	$12,436	$63	970	$95	3,750	$113	$270
211	303-09-097	PARKING FACILITIES	SSPA LLC	81 W BOSTON ST		CHANDLER AZ 85225	251 S OREGON ST,	CHANDLER 85225	$14,183	$72	0	$0	7,500	$225	$297
212	303-09-099	MISC. COMMERCIAL	SSPA LLC	81 W BOSTON ST		CHANDLER AZ 85225	261 S OREGON ST,	CHANDLER 85225	$12,943	$66	0	$0	7,500	$225	$291
213	303-09-101	SINGLE FAMILY RESIDENTIAL	BALDENEGRO REYNALDO E & JUANITA D	271 S OREGON ST		CHANDLER AZ 85224	271 S OREGON ST,	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
214	303-09-103	VACANT LAND	HALL INVESTMENT PROPERTIES LLC	620 W SAN MARCOS DR		CHANDLER AZ 85225	281 S OREGON ST,	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
215	303-09-105	SINGLE FAMILY RESIDENTIAL	ENCINOS GUADALUPE V & JUANITA G	291 S OREGON ST		CHANDLER AZ 85224	291 S OREGON ST,	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
216	303-09-107	MULTIPLE FAMILY RESIDENTIAL	LAVENUE LLC	560 N BENSON LN		CHANDLER AZ 85224	299 S OREGON ST,	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
217	303-09-084	RESTAURANTS/BARS	THOMAS HOLDINGS LLC	5101 N CASA BLANCA DR UNIT 317		PARADISE VALLEY AZ 85253	200 S ARIZONA AVE,	CHANDLER 85225	$30,546	$156	630	$61	8,031	$241	$458
218	303-09-087A	SINGLE FAMILY RESIDENTIAL	VANCE AMOS CLYDE	210 S ARIZONA AVE		CHANDLER AZ 85225			$0	$0	0	$0	0	$0	$0
219	303-09-087B	PARKING FACILITIES	LAVENUE LLC	560 N BENSON LN		CHANDLER AZ 85224			$1,634	$8	0	$0	3,750	$113	$121
220	303-09-088	VACANT LAND	LAVENUE LLC	560 N BENSON LN		CHANDLER AZ 85224	220 S ARIZONA AVE,	CHANDLER 85225	$9,242	$47	0	$0	7,500	$225	$272
221	303-09-092	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244			$6,057	$31	0	$0	3,735	$112	$143
222	303-09-091B	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244			$6,109	$31	0	$0	3,626	$109	$140
223	303-09-091A	VACANT LAND	SCACCA PETER GEORGE	77 W CHICAGO ST NO 8		CHANDLER AZ 85225			$422	$2	0	$0	139	$4	$6
224	303-09-094	CONVENIENCE MKT, RET STRIP, SU	DESERT VIKING - DOWNTOWN CHANDLER IV LLC	3002 E WASHINGTON ST		PHOENIX AZ 85034	250 S ARIZONA AVE,	CHANDLER 85225	$72,792	$371	6,591	$643	7,500	$225	$1,239
225	303-09-096	CONVENIENCE MKT, RET STRIP, SU	DESERT VIKING - DOWNTOWN CHANDLER IV LLC	3002 E WASHINGTON ST		PHOENIX AZ 85034	250 S ARIZONA AVE,	CHANDLER 85225	$69,677	$355	6,700	$653	7,500	$225	$1,234
226	303-09-095C	CONVENIENCE MKT, RET STRIP, SU	DESERT VIKING - DOWNTOWN CHANDLER IV LLC	3002 E WASHINGTON ST		PHOENIX AZ 85034	260 S ARIZONA AVE,	CHANDLER 85225	$39,866	$203	6,700	$653	7,500	$225	$1,082
227	303-09-100	MISC. COMMERCIAL	ENNABE PROPERTIES INC	11310 VALLEY BLVD		EL MONTE CA 91731	290 S ARIZONA AVE,	CHANDLER 85225	$11,781	$60	0	$0	7,500	$225	$285
228	303-09-102	RESTAURANTS/BARS	ENNABE PROPERTIES INC	11310 VALLEY BLVD		EL MONTE CA 91731	290 S ARIZONA AVE,	CHANDLER 85225	$105,520	$538	4,760	$464	7,500	$225	$1,227
229	303-09-104	MISC. COMMERCIAL	ENNABE PROPERTIES INC	11310 VALLEY BLVD		EL MONTE CA 91731	290 S ARIZONA AVE,	CHANDLER 85225	$11,781	$60	0	$0	7,500	$225	$285
230	303-09-106	MISC. COMMERCIAL	ENNABE PROPERTIES INC	11310 VALLEY BLVD		EL MONTE CA 91731	290 S ARIZONA AVE,	CHANDLER 85225	$8,968	$46	0	$0	5,708	$171	$217
231	303-09-064A	VACANT LAND	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR		FAYETTEVILLE NY 13066	191 N ARIZONA AVE,	CHANDLER 85225	$317	$2	0	$0	7,500	$225	$227
232	303-09-065A	VACANT LAND	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR		FAYETTEVILLE NY 13066	191 N ARIZONA AVE,	CHANDLER 85225	$9,456	$48	0	$0	5,000	$150	$198
233	303-09-068	VACANT LAND	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR		FAYETTEVILLE NY 13066	191 N ARIZONA AVE,	CHANDLER 85225	$12,200	$62	0	$0	7,500	$225	$287
234	303-09-069	VACANT LAND	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR		FAYETTEVILLE NY 13066	191 N ARIZONA AVE,	CHANDLER 85225	$12,200	$62	0	$0	7,500	$225	$287
235	303-09-071A	RESTAURANTS/BARS	JACK IN THE BOX PROPERTIES LLC	9357 SPECTRUM CENTER BLVD		SAN DIEGO CA 92123	141 N ARIZONA AVE,	CHANDLER 85225	$61,572	$314	2,646	$258	15,000	$450	$1,022
236	303-09-075	MISC. COMMERCIAL	JACK IN THE BOX PROPERTIES LLC	9357 SPECTRUM CENTER BLVD		SAN DIEGO CA 92123	141 N ARIZONA AVE,	CHANDLER 85225	$10,916	$56	0	$0	6,750	$203	$258
237	303-06-062B	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244	0 E BUFFALO ST,	CHANDLER 85225	$2,934	$15	0	$0	6,487	$195	$210
238	303-06-062A	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244	16 E BUFFALO ST,	CHANDLER 85225	$2,849	$15	0	$0	4,550	$137	$151
239	303-06-059A	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244	32 E BUFFALO ST,	CHANDLER 85225	$5,572	$28	0	$0	5,201	$156	$184
240	303-06-058B	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244	40 E BUFFALO ST,	CHANDLER 85225	$3,588	$18	0	$0	6,501	$195	$213
241	303-06-058A	MUNICIPAL OWNERSHIP	CITY OF CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244	64 E BUFFALO ST,	CHANDLER 85225	$7,311	$37	1,015	$99	6,501	$195	$331
242	303-06-054B	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244	80 E BUFFALO ST,	CHANDLER 85225	$7,311	$37	0	$0	6,501	$195	$232
243	303-06-052A	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244	96 E BUFFALO ST,	CHANDLER 85225	$7,080	$36	0	$0	5,851	$176	$212
244	303-06-074A	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244	130 N WASHINGTON ST,	CHANDLER 85225	$4,723	$24	0	$0	8,801	$264	$288
245	303-06-072A	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244	140 N WASHINGTON ST,	CHANDLER 85225	$8,376	$43	0	$0	8,001	$240	$283
246	303-06-070A	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244	150 N WASHINGTON ST,	CHANDLER 85225	$7,113	$36	0	$0	8,001	$240	$276
247	303-06-067B	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 416		CHANDLER AZ 85244	160 N WASHINGTON ST,	CHANDLER 85225	$6,839	$35	0	$0	7,250	$212	$246
248	303-06-067A	MISC. COMMERCIAL	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR		FAYETTEVILLE NY 13066	71 E CHANDLER BLVD,	CHANDLER 85225	$6,788	$35	0	$0	3,750	$113	$147
249	303-06-066	MISC. COMMERCIAL	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR		FAYETTEVILLE NY 13066	71 E CHANDLER BLVD,	CHANDLER 85225	$8,915	$45	0	$0	4,914	$147	$193
250	303-06-063A	RESTAURANTS/BARS	COR ARIZONA AVENUE COMPANY LLC	540 TOWNE DR		FAYETTEVILLE NY 13066	71 E CHANDLER BLVD,	CHANDLER 85225	$38,752	$198	0	$0	8,995	$270	$467
251	303-06-599	RESIDENTIAL REC CENTERS	123 WASHINGTON HOMEOWNERS ASSOCIATION	450 N DOBSON RD STE 201		MESA AZ 85201			$0	$0	0	$0	0	$0	$0
252	303-06-572	TOWNHOUSES	PATEL HIMANSHU	6451 CODY CV		OLIVE BRANCH MS 38654	123 N WASHINGTON ST,36	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
253	303-06-573	TOWNHOUSES	STERBENZ CHRISTOPHER J	123 N WASHINGTON ST	UNIT 37	CHANDLER AZ 85225	123 N WASHINGTON ST,37	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
254	303-06-574	TOWNHOUSES	BROWN TIMOTHY/SHAWN	123 N WASHINGTON ST 38		CHANDLER AZ 85255	123 N WASHINGTON ST,38	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
255	303-06-575	TOWNHOUSES	SCHWARTZ JONATHAN D	120 REPUBLICAN ST	APT 435	SEATTLE WA 98109	123 N WASHINGTON ST,39	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
256	303-06-576	TOWNHOUSES	CHIRON MANAGEMENT LLC	926 E KNOLL ST		MESA AZ 85203	123 N WASHINGTON ST,40	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
257	303-06-577	TOWNHOUSES	123 N WASHINGTON LLC	10950 IVY HILL DR UNIT 3		SAN DIEGO CA 92131	123 N WASHINGTON ST,41	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
258	303-06-578	TOWNHOUSES	MATHISEN BRIAN T	123 N WASHINGTON ST UNIT 42		CHANDLER AZ 85225	123 N WASHINGTON ST,42	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
259	303-06-598	RESIDENTIAL REC CENTERS	123 WASHINGTON HOMEOWNERS ASSOCIATION	450 N DOBSON RD STE 201		MESA AZ 85201			$0	$0	0	$0	0	$0	$0
260	303-06-597	RESIDENTIAL REC CENTERS	123 WASHINGTON HOMEOWNERS ASSOCIATION	450 N DOBSON RD STE 201		MESA AZ 85201			$0	$0	0	$0	0	$0	$0
261	303-06-537	TOWNHOUSES	JOHNSTON MONICA L/HARO EDGARDO	123 N WASHINGTON ST UNIT 1		CHANDLER AZ 85225	123 N WASHINGTON ST,1	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
262	303-06-538	TOWNHOUSES	NEVAREZ ENRIQUE M/DALIA A	123 N WASHINGTON ST UNIT 2		CHANDLER AZ 85225	123 N WASHINGTON ST,2	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
263	303-06-539	TOWNHOUSES	FAIR WENDY L	123 N WASHINGTON ST UNIT 3		CHANDLER AZ 85225	123 N WASHINGTON ST,3	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
264	303-06-540	TOWNHOUSES	CHAVARRIA GABRIEL ANDRES	123 N WASHINGTON ST UNIT 4		CHANDLER AZ 85225	123 N WASHINGTON ST,4	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
265	303-06-541	TOWNHOUSES	ROBERT T CRAIN IRREVOCABLE TRUST/ETAL	277 STATE ST		BROOKLYN NY 11201	123 N WASHINGTON ST,5	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
266	303-06-542	TOWNHOUSES	COSIC DRAGANA/SASHA	6 N BULLMOOSE CIR		CHANDLER AZ 85224	123 N WASHINGTON ST,6	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
267	303-06-543	TOWNHOUSES	HARMON ROBERT/KATHLEEN	PO BOX 1090		CHANDLER AZ 852441090	123 N WASHINGTON ST,7	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
268	303-06-596	RESIDENTIAL REC CENTERS	123 WASHINGTON HOMEOWNERS ASSOCIATION	450 N DOBSON RD STE 201		MESA AZ 85201			$0	$0	0	$0	0	$0	$0
269	303-06-544	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 101		CHANDLER AZ 85244	123 N WASHINGTON ST,8	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
270	303-06-545	TOWNHOUSES	AZZINVEST LLC	808 W FLINT ST		CHANDLER AZ 85225	123 N WASHINGTON ST,9	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
271	303-06-546	TOWNHOUSES	PETERSON JASON	123 N WASHINGTON ST UNIT 10		CHANDLER AZ 85225	123 N WASHINGTON ST,10	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
272	303-06-547	TOWNHOUSES	SWANTKO DONALD M	123 N WASHINGTON ST UNIT 11		CHANDLER AZ 85225	123 N WASHINGTON ST,11	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
273	303-06-548	TOWNHOUSES	KALICH BENJAMIN F	9263 RIDGE GROVE ST		SAN ANTONIO TX 78250	123 N WASHINGTON ST,12	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
274	303-06-549	TOWNHOUSES	HOOKER DENISE/RICHARD C	123 N WASHINGTON ST UNIT 13		CHANDLER AZ 85225	123 N WASHINGTON ST,13	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
275	303-06-595	RESIDENTIAL REC CENTERS	123 WASHINGTON HOMEOWNERS ASSOCIATION	450 N DOBSON RD STE 201		MESA AZ 85201			$0	$0	0	$0	0	$0	$0
276	303-06-550	TOWNHOUSES	WOODS EDDIE	123 N WASHINGTON ST UNIT 54		CHANDLER AZ 85225	123 N WASHINGTON ST,54	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
277	303-06-589	TOWNHOUSES	JONES GREGORY H JR/JOELY A	123 N WASHINGTON ST UNIT 53		CHANDLER AZ 85225	123 N WASHINGTON ST,53	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
278	303-06-588	TOWNHOUSES	HOUSTON EDWIN C/CAROLEE TR	1442 HENRIETTA ST		REDLANDS CA 92373	123 N WASHINGTON ST,52	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
279	303-06-587	TOWNHOUSES	WOOLLEY BREE E	123 N WASHINGTON ST UNIT 51		CHANDLER AZ 852255557	123 N WASHINGTON ST,51	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
280	303-06-586	TOWNHOUSES	PINCHUK ALISA	123 N WASHINGTON ST		CHANDLER AZ 85225	123 N WASHINGTON ST,50	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
281	303-06-585	TOWNHOUSES	JOHNSON CURTIS D	123 N WASHINGTON ST NO 49		CHANDLER AZ 85225	123 N WASHINGTON ST,49	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
282	303-06-592	RESIDENTIAL REC CENTERS	123 WASHINGTON HOMEOWNERS ASSOCIATION	450 N DOBSON RD STE 201		MESA AZ 85201	123 N WASHINGTON ST,	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
283	303-06-579	TOWNHOUSES	SOMEWHERE HOT RENTALS LLC	POB 3473		RENTON WA 98056	123 N WASHINGTON ST,43	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
284	303-06-580	TOWNHOUSES	ASPEL THOMAS	4820 GLENHOLLOW CIR		OCEANSIDE CA 92057	123 N WASHINGTON ST,44	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
285	303-06-581	TOWNHOUSES	GUZMAN JOHN P/BROOKE A	123 N WASHINGTON ST UNIT 45		CHANDLER AZ 85225	123 N WASHINGTON ST,45	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
286	303-06-582	TOWNHOUSES	LANE DEBRA M	123 N WASHINGTON ST UNIT 46		CHANDLER AZ 85225	123 N WASHINGTON ST,46	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
287	303-06-583	TOWNHOUSES	KIM LISA K	123 N WASHINGTON ST NO 47		CHANDLER AZ 85225	123 N WASHINGTON ST,47	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
288	303-06-584	TOWNHOUSES	HARMON NANCY/ROBERTSON HAROLD	123 N WASHINGTON ST UNIT 48		CHANDLER AZ 85225	123 N WASHINGTON ST,48	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
289	303-06-600	RESIDENTIAL REC CENTERS	123 WASHINGTON HOMEOWNERS ASSOCIATION	450 N DOBSON RD STE 201		MESA AZ 85201			$0	$0	0	$0	0	$0	$0
290	303-06-571	TOWNHOUSES	COTTON SARA M	7314 E LOMITA AVE		MESA AZ 85209	123 N WASHINGTON ST,35	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
291	303-06-570	TOWNHOUSES	JONES LEONARD SYLVESTER JR	123 WASHINGTON ST UNIT 34		CHANDLER AZ 85225	123 N WASHINGTON ST,34	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
292	303-06-569	TOWNHOUSES	MADDOX ROXANA	123 N WASHINGTON ST UNIT 33		CHANDLER AZ 852255547	123 N WASHINGTON ST,33	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
293	303-06-568	TOWNHOUSES	MELENDEZ GLENN	123 N WASHINGTON ST NO 32		CHANDLER AZ 85255	123 N WASHINGTON ST,32	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
294	303-06-567	TOWNHOUSES	CODD ROBERT S	123 N WASHINGTON ST UNIT 31		CHANDLER AZ 85225	123 N WASHINGTON ST,31	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
295	303-06-601	RESIDENTIAL REC CENTERS	123 WASHINGTON HOMEOWNERS ASSOCIATION	450 N DOBSON RD STE 201		MESA AZ 85201			$0	$0	0	$0	0	$0	$0
296	303-06-566	TOWNHOUSES	CONSALVI EDWARD MICHAEL IV	123 N WASHINGTON ST UNIT 30		CHANDLER AZ 85225	123 N WASHINGTON ST,30	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
297	303-06-565	TOWNHOUSES	123 N WASHINGTON 29 LLC	3973 S NEBRASKA ST		CHANDLER AZ 85248	123 N WASHINGTON ST,29	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
298	303-06-564	TOWNHOUSES	AMOROSO TAMMY	3973 S NEBRASKA ST		CHANDLER AZ 85248	123 N WASHINGTON ST,28	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
299	303-06-563	TOWNHOUSES	BEAGLE MICHAEL	123 N WASHINGTON ST UNIT 27		CHANDLER AZ 85225	123 N WASHINGTON ST,27	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
300	303-06-562	TOWNHOUSES	LUCERO DAVID MONTOYA/CONNIE ANN	4911 S HUDSON PL		CHANDLER AZ 85249	123 N WASHINGTON ST,26	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
301	303-06-561	TOWNHOUSES	ALTMAYER KAITLYN	123 N WASHINGTON ST UNIT 25		CHANDLER AZ 85225	123 N WASHINGTON ST,25	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
302	303-06-560	TOWNHOUSES	CLAY ANTHONY	120 N MCQUEEN NO 119		CHANDLER AZ 85225	123 N WASHINGTON ST,24	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
303	303-06-593	RESIDENTIAL REC CENTERS	123 WASHINGTON HOMEOWNERS ASSOCIATION	450 N DOBSON RD STE 201		MESA AZ 85201	123 N WASHINGTON ST,	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
304	303-06-559	TOWNHOUSES	VAIDA JASON	123 N WASHINGTON ST UNIT 23		CHANDLER AZ 85225	123 N WASHINGTON ST,23	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
305	303-06-558	TOWNHOUSES	CHEN RUTH Y	123 N WASHINGTON UNIT 22		CHANDLER AZ 85225	123 N WASHINGTON ST,22	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
306	303-06-557	TOWNHOUSES	GISRIEL JAMES B/CHARLOTTE E	20820 N YUKON DR		SUN CITY AZ 85375	123 N WASHINGTON ST,21	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
307	303-06-556	TOWNHOUSES	FERNANDEZ STEPHANIE	123 N WASHINGTON ST UNIT 20		CHANDLER AZ 852255535	123 N WASHINGTON ST,20	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
308	303-06-594	RESIDENTIAL REC CENTERS	123 WASHINGTON HOMEOWNERS ASSOCIATION	450 N DOBSON RD STE 201		MESA AZ 85201			$0	$0	0	$0	0	$0	$0
309	303-06-555	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 301		CHANDLER AZ 85244	123 N WASHINGTON ST,19	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
310	303-06-554	TOWNHOUSES	HARPER JUSTIN	123 N WASHINGTON ST UNIT 18		CHANDLER AZ 85225	123 N WASHINGTON ST,18	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
311	303-06-553	TOWNHOUSES	JANSEN JANICE L	123 N WASHINGTON ST UNIT 17		CHANDLER AZ 85225	123 N WASHINGTON ST,17	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
312	303-06-552	TOWNHOUSES	BENNETT AMY T	123 N WASHINGTON ST UNIT 16		CHANDLER AZ 85225	123 N WASHINGTON ST,16	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
313	303-06-551	TOWNHOUSES	BETHANY TIFFANY	123 N WASHINGTON ST UNIT 15		CHANDLER AZ 852255527	123 N WASHINGTON ST,15	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
314	303-06-550	TOWNHOUSES	VIVE AMA RIE 2019 TRUST	123 N WASHINGTON ST UNIT 14		CHANDLER AZ 85225	123 N WASHINGTON ST,14	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
315	303-06-591	RESIDENTIAL REC CENTERS	123 WASHINGTON HOMEOWNERS ASSOCIATION	450 N DOBSON RD STE 201		MESA AZ 85201	123 N WASHINGTON ST,	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
316	303-06-137	FEDERAL OWNERSHIP	UNITED STATES POSTAL SERVICE	HDQRTRS WESTERN REGION WE20		SAN BRUNO CA 94099	101 N COLORADO ST,	CHANDLER 85225	$0	$0	0	$0	0	$0	$0
317	303-06-115B	MUNICIPAL OWNERSHIP	CHANDLER TOWN OF	1675 EAST RYAN RD		CHANDLER AZ 85249	265 E BUFFALO ST,	CHANDLER 85225	$210,960	$1,076	20,672	$2,016	61,200	$1,836	$4,927
318	303-06-141	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244	215 E BUFFALO ST,	CHANDLER 85225	$28,343	$145	0	$0	14,418	$433	$577
319	303-06-139	MUNICIPAL OWNERSHIP	55 NORTH ARIZONA PLACE LLC	3821 N 54TH CT		PHOENIX AZ 85018	105 E BUFFALO ST,	CHANDLER 85225	$954,045	$4,866	0	$0	56,192	$1,686	$6,551

392	303-10-097A	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244	249 E CHICAGO ST,	CHANDLER 85225	$5,108	$26	0	$0	5,000	$150	$176
393	303-10-094P	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244			$38,937	$199	0	$0	31,381	$941	$1,140
394	303-10-094Q	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	PO BOX 4008 MS 606		CHANDLER AZ 85244	249 E CHICAGO ST,	CHANDLER 85225	$251,145	$1,281	28,278	$2,757	56,784	$1,704	$5,741
395	303-10-094L	MUNICIPAL OWNERSHIP	CHANDLER CITY OF	MS 906	PO BOX 4008	CHANDLER AZ 852444008			$11,039	$56	0	$0	8,525	$256	$312
396	303-10-094M	COUNTY OWNERSHIP	MARICOPA COUNTY OF	301 W JEFFERSON STE 960		PHOENIX AZ 85003			$0	$0	0	$0	0	$0	$0
									$25,609,715	**$130,610**	**$1,772,106**	**$189,582**	**$2,786,786**	**$83,604**	**$403,795**

Map Id	Parcel No	Property U	Owner Nar	Mailing Ad	Mailing Sui	City State Z	Country	Situs Address	Situs City Zip	Total Assessed V	Assessed V	Building Sq	Assessed B	Parcel Sq F	Assessed P	Totals
99	303-08-980	MUNICIPA	DT CHAND	140 E RIO SALADO PKV		TEMPE AZ 85281				$ 722,805	$3,686	0	$0	33,595	$1,008	$4,694
100	303-08-979	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$13,090	$67	0	$0	7,466	$224	$291
101	303-08-976	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$957,463	$4,883	35,081	$3,420	23,716	$711	$9,015
102	303-08-161	MICROWA	QWEST CO	1801 CALIFORNIA STRE		DENVER CO 80202		151 N OREGON S	CHANDLER 85	$28,697	$146	29,410	$2,867	25,466	$764	$3,778
103	303-08-977	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$29,284	$149	0	$0	15,638	$469	$618
104	303-08-978	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$604,562	$3,083	34,047	$3,320	22,365	$671	$7,074
106	303-08-242	CONVENIE	DESERT VIE	542 W CHANDLER BLV		CHANDLER AZ 85225		58 W BUFFALO ST	CHANDLER 85	$146,749	$748	17,085	$3,332	11,949	$358	$4,438
107	303-08-982	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$14,937	$76	0	$0	15,918	$478	$554
108	303-08-106C	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709				$37,296	$190	0	$0	47,910	$1,437	$1,628
109	303-08-002	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS	CHANDLER 85	$6,570	$34	0	$0	8,460	$254	$287
110	303-08-003	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS	CHANDLER 85	$3,654	$19	47,910	$9,342	4,700	$141	$9,502
111	303-08-004	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS	CHANDLER 85	$3,654	$19	0	$0	4,700	$141	$160
112	303-08-005	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS	CHANDLER 85	$3,654	$19	0	$0	4,700	$141	$160
113	303-08-006	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS	CHANDLER 85	$3,654	$19	0	$0	4,700	$141	$160
114	303-08-007	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS	CHANDLER 85	$3,654	$19	0	$0	4,700	$141	$160
115	303-08-008	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS	CHANDLER 85	$3,654	$19	0	$0	4,700	$141	$160
116	303-08-009	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS	CHANDLER 85	$3,654	$19	0	$0	4,700	$141	$160
117	303-08-010	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS	CHANDLER 85	$3,654	$19	0	$0	4,700	$141	$160
118	303-08-011	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS	CHANDLER 85	$3,654	$19	0	$0	4,700	$141	$160
119	303-08-012	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709		1 N SAN MARCOS	CHANDLER 85	$3,654	$19	0	$0	4,700	$141	$160
120	303-08-014	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709		10 N SAN MARCO	CHANDLER 85	$3,654	$19	0	$0	4,700	$141	$160
121	303-08-013B	MISC. COM	LESTER HO	PO BOX 9188		RAPID CITY SD 57709				$8,262	$42	0	$0	10,628	$319	$361
124	303-08-015A	RESTAURA	SAN TAN B	8 S SAN MARCOS		CHANDLER AZ 85225		8 S SAN MARCOS	CHANDLER 85	$146,535	$747	11,614	$2,265	11,042	$331	$3,343
125	303-08-016	CONVENIE	DESERT VIE	542 W CHANDLER BLV		CHANDLER AZ 85225		12 S SAN MARCO	CHANDLER 85	$87,457	$446	6,550	$1,277	4,700	$141	$1,864
126	303-08-017	MISC. COM	DESERT VIE	542 W CHANDLER BLV		CHANDLER AZ 85225		28 S SAN MARCO	CHANDLER 85	$7,168	$37	0	$0	4,700	$141	$178
127	303-08-018C	RESTAURA	D AND B RE	67 W BOSTON		CHANDLER AZ 85224		40 S SAN MARCO	CHANDLER 85	$75,150	$383	3,629	$708	5,828	$175	$1,266
128	303-08-018D	CONVENIE	HALL INVES	620 SAN MARCOS DR		CHANDLER AZ 85225		48 S SAN MARCO	CHANDLER 85	$12,562	$64	1,140	$222	3,572	$107	$394
129	303-08-018B	CONVENIE	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		52 S SAN MARCO	CHANDLER 85	$16,666	$85	1,500	$293	4,700	$141	$518
130	303-08-019	CONVENIE	D AND B RE	67 W BOSTON		CHANDLER AZ 85224		58 S SAN MARCO	CHANDLER 85	$25,530	$130	3,500	$683	4,700	$141	$954
131	303-08-020	CONVENIE	D AND B RE	67 W BOSTON		CHANDLER AZ 85224		64 S SAN MARCO	CHANDLER 85	$25,125	$128	3,150	$614	4,700	$141	$883
132	303-08-021	CONVENIE	D AND B RE	67 W BOSTON		CHANDLER AZ 85224		72 S SAN MARCO	CHANDLER 85	$22,137	$113	2,512	$490	4,700	$141	$744
133	303-08-022	CONVENIE	D AND B RE	67 W BOSTON		CHANDLER AZ 85224		80 S SAN MARCO	CHANDLER 85	$22,187	$113	2,775	$541	4,700	$141	$795
134	303-08-023	CONVENIE	CHANDLER	P O BOX 12819		NASHVILLE TN 37212		88 S SAN MARCO	CHANDLER 85	$141,279	$721	11,271	$2,198	8,460	$254	$3,172
135	303-08-084	MISC. COM	MOUNTAIN	8 S SAN MARCOS PL		CHANDLER AZ 85225		101 W COMMON	CHANDLER 85	$8,232	$42	0	$0	8,100	$243	$285
136	303-08-082	OFFICE BU	MOUNTAIN	8 S SAN MARCOS PL		CHANDLER AZ 85225		101 W COMMON	CHANDLER 85	$23,327	$119	2,515	$245	7,500	$225	$589
137	303-08-081	MISC. COM	MOUNTAIN	8 S SAN MARCOS PL		CHANDLER AZ 85225		101 W COMMON	CHANDLER 85	$7,624	$39	0	$0	7,500	$225	$264
138	303-08-077	RESTAURA	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		159 W COMMON	CHANDLER 85	$90,232	$460	4,045	$394	7,417	$223	$1,077
139	303-08-075	MISC. COM	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		179 W COMMON	CHANDLER 85	$11,438	$58	0	$0	7,394	$222	$280
140	303-08-073	MISC. COM	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		199 W COMMON	CHANDLER 85	$11,658	$59	0	$0	7,536	$226	$286
146	303-08-078	PARKING F	FULLER R R	118 W BOSTON ST		CHANDLER AZ 85225		128 W BOSTON S	CHANDLER 85	$9,954	$51	0	$0	5,250	$158	$208
147	303-08-080A	MEDICAL	FULLER R R	118 W BOSTON ST		CHANDLER AZ 85225		118 W BOSTON S	CHANDLER 85	$12,309	$63	1,322	$129	1,360	$41	$232
148	303-08-079A	OFFICE BU	BOSTON ST	18541 E MARY ANN W		QUEEN CREEK AZ 8514		108 W BOSTON S	CHANDLER 85	$24,552	$125	2,604	$254	7,160	$215	$594
149	303-08-083H	OFFICE BU	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		100 W BOSTON S	CHANDLER 85	$7,683	$39	840	$82	840	$25	$146
150	303-08-083G	OFFICE BU	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		100 W BOSTON S	CHANDLER 85	$5,709	$29	595	$58	825	$25	$112
151	303-08-083F	OFFICE BU	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		100 W BOSTON S	CHANDLER 85	$5,799	$30	612	$60	825	$25	$114
152	303-08-083E	MISC. COM	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		100 W BOSTON S	CHANDLER 85	$1,191	$6	0	$0	800	$24	$30
153	303-08-083D	MISC. COM	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		100 W BOSTON S	CHANDLER 85	$1,241	$6	0	$0	825	$25	$31
154	303-08-083C	MISC. COM	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		100 W BOSTON S	CHANDLER 85	$1,241	$6	0	$0	825	$25	$31
155	303-08-083B	OFFICE BU	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		100 W BOSTON S	CHANDLER 85	$15,475	$79	2,380	$232	825	$25	$336
156	303-08-083A	OFFICE BU	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		100 W BOSTON S	CHANDLER 85	$6,754	$34	612	$60	840	$25	$119
167	303-09-032	PARKING F	BOSTON PA	149 W BOSTON ST		CHANDLER AZ 85225		189 W BOSTON S	CHANDLER 85	$15,003	$77	0	$0	6,480	$194	$271
168	303-09-031	PARKING F	BOSTON PA	149 W BOSTON ST		CHANDLER AZ 85225		179 W BOSTON S	CHANDLER 85	$13,106	$67	0	$0	6,000	$180	$247
169	303-09-030	OFFICE BU	BOSTON PA	149 W BOSTON ST		CHANDLER AZ 85225		149 W BOSTON S	CHANDLER 85	$66,476	$339	9,441	$920	6,000	$180	$1,440
170	303-09-029	CONVENIE	LYREHC IN	2707 CONGRESS ST STI		SAN DIEGO CA 921102		141 W BOSTON S	CHANDLER 85	$25,556	$130	3,720	$363	6,000	$180	$673
171	303-09-028	RESTAURA	DOWNTOW	18541 E MARY ANN W		QUEEN CREEK AZ 8514		111 W BOSTON S	CHANDLER 85	$223,495	$1,140	7,798	$760	6,000	$180	$2,080
172	303-09-027	CONVENIE	OCHUN HO	101 W BOSTON		CHANDLER AZ 85224		106 S OREGON ST	CHANDLER 85	$24,213	$123	3,240	$316	6,480	$194	$634
189	303-09-001A	RESTAURA	PSCI INVES	77 W CHICAGO ST UNI		CHANDLER AZ 85225		95 W BOSTON ST	CHANDLER 85	$18,059	$92	2,719	$530	4,770	$143	$765
190	303-09-002A	CONVENIE	HALL INVES	620 W SAN MARCOS D		CHANDLER AZ 85225		85 W BOSTON ST	CHANDLER 85	$13,728	$70	2,000	$390	2,430	$73	$533
191	303-09-003	RESTAURA	R & V HOLI	6 N BULLMOOSE CIR		CHANDLER AZ 85224		81 W BOSTON ST	CHANDLER 85	$119,559	$610	4,758	$928	4,200	$126	$1,664
192	303-09-004	CONVENIE	DJS RENTA	67 W BOSTON ST		CHANDLER AZ 85225		71 W BOSTON ST	CHANDLER 85	$19,933	$102	3,000	$585	3,000	$90	$777
193	303-09-005	MISC. COM	DJS RENTA	67 W BOSTON ST		CHANDLER AZ 85225		67 W BOSTON ST	CHANDLER 85	$4,609	$24	0	$0	3,000	$90	$114
194	303-09-006	CONVENIE	SABA DAVI	67 W BOSTON ST		CHANDLER AZ 85224		67 W BOSTON ST	CHANDLER 85	$35,966	$183	8,000	$1,560	3,000	$90	$1,833
196	303-09-007C	RESTAURA	CS CHANDL	7328 E STETSON DR		SCOTTSDALE AZ 85251		35 W BOSTON ST	CHANDLER 85	$60,609	$309	4,592	$895	4,995	$150	$1,354
197	303-09-008	MISC. COM	SABA BROT	3270 N COLORADO ST		CHANDLER AZ 85225		11 W BOSTON ST	CHANDLER 85	$5,395	$28	0	$0	3,000	$90	$118
198	303-09-009	MISC. COM	SABA BROT	3270 N COLORADO ST		CHANDLER AZ 85225		11 W BOSTON ST	CHANDLER 85	$5,395	$28	0	$0	3,000	$90	$118
199	303-09-010	MISC. COM	SABA BROT	3270 N COLORADO ST		CHANDLER AZ 85225		11 W BOSTON ST	CHANDLER 85	$5,395	$28	0	$0	3,000	$90	$118
200	303-09-011	RESTAURA	SABA BROT	3270 N COLORADO ST		CHANDLER AZ 85225		11 W BOSTON ST	CHANDLER 85	$197,243	$1,006	11,319	$2,207	3,000	$90	$3,303
201	303-09-174	HOTELS	DOWN TOV	153 S PAYNE STEWART		BRANSON MO 65616		150 S ARIZONA A	CHANDLER 85	$1,098,451	$5,602	68,702	$6,698	29,126	$874	$13,174
202	303-09-172	PARTIAL CO	NEW SQUA	2577 QUEEN CREEK RI		CHANDLER AZ 85248		130 S ARIZONA A	CHANDLER 85	$139,708	$713	8,366	$816	15,136	$454	$1,982
203	303-09-170	VACANT LA	NEW SQUA	2577 QUEEN CREEK RI		CHANDLER AZ 85248				$39,007	$199	0	$0	42,956	$1,289	$1,488
204	303-09-173	VACANT LA	SPIKE LAW	2577 QUEEN CREEK RI		CHANDLER AZ 85248				$20,352	$104	0	$0	17,967	$539	$643
205	303-09-171	PARTIAL CO	NEW SQUA	2577 QUEEN CREEK RI		CHANDLER AZ 85248		180 S ARIZONA A	CHANDLER 85	$945,575	$4,822	50,919	$4,965	22,796	$684	$10,471
206	303-09-086	OFFICE BU	77 LLC	81 W BOSTON ST		CHANDLER AZ 85225		77 W CHICAGO S	CHANDLER 85	$56,082	$286	4,400	$429	10,427	$313	$1,028
207	303-09-169	RESTAURA	FIFTY FIVE	560 N BENSON LN		CHANDLER AZ 85224		55 W CHICAGO S	CHANDLER 85	$92,285	$471	2,401	$234	5,455	$164	$868
208	303-09-168	RESTAURA	LAVENUE L	560 N BENSON LN		CHANDLER AZ 85224		238 S WALL ST,	CHANDLER 85	$96,059	$490	3,840	$374	15,061	$452	$1,316
209	303-09-095B	RESTAURA	PSCI INVES	77 W CHICAGO ST NO		CHANDLER AZ 85225		241 S OREGON ST	CHANDLER 85	$13,449	$69	1,376	$134	3,750	$113	$315
210	303-09-095A	CONVENIE	LAVENUE L	242 S WALL ST		CHANDLER AZ 85225		242 S WALL ST,	CHANDLER 85	$12,436	$63	970	$95	3,750	$113	$270
211	303-09-097	PARKING F	SSPA LLC	81 W BOSTON ST		CHANDLER AZ 85225		251 S OREGON ST	CHANDLER 85	$14,183	$72	0	$0	7,500	$225	$297
212	303-09-099	MISC. COM	SSPA LLC	81 W BOSTON ST		CHANDLER AZ 85225		261 S OREGON ST	CHANDLER 85	$12,943	$66	0	$0	7,500	$225	$291
217	303-09-084	RESTAURA	THOMAS H	5101 N CASA BLANCA		PARADISE VALLEY AZ 8		200 S ARIZONA A	CHANDLER 85	$30,546	$156	630	$61	8,031	$241	$458
219	303-09-087B	PARKING F	LAVENUE L	560 N BENSON LN		CHANDLER AZ 85224				$1,634	$8	0	$0	3,750	$113	$121
220	303-09-089	VACANT LA	LAVENUE L	560 N BENSON LN		CHANDLER AZ 85224		220 S ARIZONA A	CHANDLER 85	$9,242	$47	0	$0	7,500	$225	$272
223	303-09-091A	VACANT LA	SCIACCA PI	77 W CHICAGO ST NO		CHANDLER AZ 85225				$422	$2	0	$0	139	$4	$6
224	303-09-094	CONVENIE	DESERT VIE	3002 E WASHINGTON		PHOENIX AZ 85034		250 S ARIZONA A	CHANDLER 85	$72,792	$371	6,591	$643	7,500	$225	$1,239
225	303-09-096	CONVENIE	DESERT VIE	3002 E WASHINGTON		PHOENIX AZ 85034		250 S ARIZONA A	CHANDLER 85	$69,677	$355	6,700	$653	7,500	$225	$1,234
226	303-09-098	CONVENIE	DESERT VIE	3002 E WASHINGTON		PHOENIX AZ 85034		260 S ARIZONA A	CHANDLER 85	$39,866	$203	6,700	$653	7,500	$225	$1,082
227	303-09-100	MISC. COM	ENNABE PI	11310 VALLEY BLVD		EL MONTE CA 91731		290 S ARIZONA A	CHANDLER 85	$11,781	$60	0	$0	7,500	$225	$285
228	303-09-102	RESTAURA	ENNABE PI	11310 VALLEY BLVD		EL MONTE CA 91731		290 S ARIZONA A	CHANDLER 85	$105,520	$538	4,760	$464	7,500	$225	$1,227
229	303-09-104	MISC. COM	ENNABE PI	11310 VALLEY BLVD		EL MONTE CA 91731		290 S ARIZONA A	CHANDLER 85	$11,781	$60	0	$0	7,500	$225	$285
230	303-09-106	MISC. COM	ENNABE PI	11310 VALLEY BLVD		EL MONTE CA 91731		290 S ARIZONA A	CHANDLER 85	$8,968	$46	0	$0	5,708	$171	$217
231	303-06-064A	VACANT LA	COR ARIZO	540 TOWNE DR		FAYETTEVILLE NY 1306		191 N ARIZONA A	CHANDLER 85	$317	$2	0	$0	7,500	$225	$227
232	303-06-065A	VACANT LA	COR ARIZO	540 TOWNE DR		FAYETTEVILLE NY 1306		191 N ARIZONA A	CHANDLER 85	$9,456	$48	0	$0	5,000	$150	$198
233	303-06-068	VACANT LA	COR ARIZO	540 TOWNE DR		FAYETTEVILLE NY 1306		191 N ARIZONA A	CHANDLER 85	$12,200	$62	0	$0	7,500	$225	$287
234	303-06-069	VACANT LA	COR ARIZO	540 TOWNE DR		FAYETTEVILLE NY 1306		191 N ARIZONA A	CHANDLER 85	$12,200	$62	0	$0	7,500	$225	$287
235	303-06-071A	RESTAURA	JACK IN TH	9357 SPECTRUM CENT		SAN DIEGO CA 92123		141 N ARIZONA A	CHANDLER 85	$61,572	$314	2,646	$258	15,000	$450	$1,022
236	303-06-075	MISC. COM	JACK IN TH	9357 SPECTRUM CENT		SAN DIEGO CA 92123		141 N ARIZONA A	CHANDLER 85	$10,916	$56	0	$0	6,750	$203	$258
248	303-06-067A	MISC. COM	COR ARIZO	540 TOWNE DR		FAYETTEVILLE NY 1306		71 E CHANDLER B	CHANDLER 85	$6,788	$35	0	$0	3,750	$113	$147
249	303-06-066	MISC. COM	COR ARIZO	540 TOWNE DR		FAYETTEVILLE NY 1306		71 E CHANDLER B	CHANDLER 85	$8,915	$45	0	$0	4,914	$147	$193
250	303-06-063A	RESTAURA	COR ARIZO	540 TOWNE DR		FAYETTEVILLE NY 1306		71 E CHANDLER B	CHANDLER 85	$38,752	$198	0	$0	8,995	$270	$467
319	303-06-139	MUNICIPA	55 NORTH	3821 N 54TH CT		PHOENIX AZ 85018		105 E BUFFALO S	CHANDLER 85	$954,045	$4,866	0	$0	56,192	$1,686	$6,551
320	303-06-138	MUNICIPA	55 NORTH	3821 N 54TH CT		PHOENIX AZ 85018		55 N ARIZONA PL	CHANDLER 85	$1,206,384	$6,153	104,293	$10,169	42,166	$1,265	$17,586
344	303-06-020D	MISC. COM	25 SOUTH	3821 N 54TH CT		PHOENIX AZ 85018		125 E COMMONV	CHANDLER 85	$1,956	$10	0	$0	2,000	$60	$70
345	303-06-001D	OFFICE BU	25 SOUTH	3821 N 54TH CT		PHOENIX AZ 85018		25 S ARIZONA PL	CHANDLER 85	$1,437,756	$7,333	107,124	$10,445	12,274	$368	$18,145
347	303-06-001C	MISC. COM	25 SOUTH	3821 N 54TH CT		PHOENIX AZ 85018		25 S ARIZONA PL	CHANDLER 85	$31,460	$160	0	$0	32,493	$975	$1,135
349	303-06-121C	PARKING F	25 SOUTH	3821 N 54TH CT		PHOENIX AZ 85018		100 E BOSTON ST	CHANDLER 85	$393,473	$2,007	0	$0	40,218	$1,207	$3,213
357	303-10-002A	RESTAURA	DESERT VIE	542 W CHANDLER BLV		CHANDLER AZ 85225		1 E BOSTON ST,	CHANDLER 85	$106,155	$541	5,979	$1,166	6,000	$180	$1,887
358	303-10-003C	RESTAURA	DESERT VIE	3002 E WASHINGTON		PHOENIX AZ 85034		17 E BOSTON ST,	CHANDLER 85	$43,792	$223	5,318	$1,037	6,000	$180	$1,440
360	303-10-006A	CONVENIE	NIGHTWAL	24416 S SUNBROOK DI		SUN LAKES AZ 85248		63 E BOSTON ST,	CHANDLER 85	$54,860	$280	12,000	$2,340	12,000	$360	$2,980
361	303-10-010	MISC. COM	SERRANO F	141 S ARIZONA AVE		CHANDLER AZ 85224		141 E BOSTON ST	CHANDLER 85	$5,597	$29	0	$0	3,000	$90	$119
362	303-10-011	MISC. COM	SERRANO F	141 S ARIZONA AVE		CHANDLER AZ 85224		0 E BOSTON ST,	CHANDLER 85	$5,597	$29	0	$0	3,000	$90	$119

363	303-10-012	MISC. COM	SERRANO F	141 S ARIZONA AVE	CHANDLER AZ 85224	0 E BOSTON ST,	CHANDLER 85.	$9,093	$46	0	$0	5,400	$162	$208
364	303-10-059	PARKING F	SERRANO F	141 S ARIZONA AVE	CHANDLER AZ 85224	121 S ARIZONA A	CHANDLER 85.	$15,577	$79	0	$0	7,500	$225	$304
365	303-10-062	RESTAURA	SERRANO F	141 S ARIZONA AVE	CHANDLER AZ 85224	131 S ARIZONA A	CHANDLER 85.	$48,351	$247	5,477	$534	7,500	$225	$1,006
366	303-10-064	RESTAURA	SERRANO F	141 S ARIZONA AVE	CHANDLER AZ 85224	141 S ARIZONA A	CHANDLER 85.	$78,086	$398	7,500	$731	7,500	$225	$1,354
376	303-10-106A	CONVENIE	CIRCLE K ST	PO BOX 52085	PHOENIX AZ 85072208	295 S ARIZONA A	CHANDLER 85.	$239,550	$1,222	4,739	$462	85,359	$2,561	$4,245
377	303-10-083	CONVENIE	201 SOUTH	77 W CHICAGE ST UNI	CHANDLER AZ 85225	201 S WASHINGT	CHANDLER 85.	$96,474	$492	6,750	$658	8,025	$241	$1,391
378	303-10-084	MISC. COM	201 SOUTH	77 W CHICAGE ST UNI	CHANDLER AZ 85225	201 S WASHINGT	CHANDLER 85.	$7,852	$40	0	$0	7,500	$225	$265
379	303-10-085	RESTAURA	201 SOUTH	77 W CHICAGE ST UNI	CHANDLER AZ 85225	201 S WASHINGT	CHANDLER 85.	$11,120	$57	0	$0	7,500	$225	$282
380	303-10-080	MISC. COM	JAM MANA	24621 S 122ND ST	CHANDLER AZ 85249	241 S WASHINGT	CHANDLER 85.	$16,640	$85	3,125	$305	7,500	$225	$615
381	303-10-105	MISC. COM	DOLEZAL D	1212 S 124TH ST	CHANDLER AZ 85249			$9,321	$48	0	$0	7,500	$225	$273
382	303-10-104	MISC. COM	DOLEZAL D	1212 S 124TH ST	CHANDLER AZ 85249			$9,321	$48	0	$0	7,500	$225	$273
383	303-10-098	WAREHOU	DOLEZAL D	271 S WASHINGTON S	CHANDLER AZ 85225	271 S WASHINGT	CHANDLER 85.	57748.00	$295	5,940	$579	15,000	$450	$1,324
384	303-10-093	CLUBS, LOI	YEAMAN F	1416 N MANOR CIRCL	CHANDLER AZ 85224	281 S WASHINGT	CHANDLER 85.	$22,263	$114	2,880	$281	7,500	$225	$619
385	303-10-075	CONVENIE	YEAMAN F	1416 N MANOR CIRCL	CHANDLER AZ 85224	299 S WASHINGT	CHANDLER 85.	$24,238	$124	1,440	$140	15,000	$450	$714

Total	**$ 186,497**
2020	**$ 178,886**
Diff	**$ 7,611**
% Change	**4%**

Map Id	Parcel No	Property U	Owner Nar	Mailing Ad	Mailing Su	City State Z	Country	Situs Address	Situs City Z	Total Assessed Value(LPV)	Assessed V	Building Sq	Assessed B	Parcel Sq F	Assessed Parcel	Totals
1	303-08-24	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$138,345	$706	0	$0	27,737	$832	$1,538
2	303-08-26	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$10,131	$52	0	$0	29,504	$885	$937
53	303-08-97	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$39,612	$202	0	$0	44,267	$1,328	$1,530
105	303-08-98	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$12,526	$64	0	$0	8,551	$257	$320
122	303-08-00	MUNICIPA	CHANDLER	1675 EAST RYAN RD		CHANDLER AZ 85249				$84,555	$431	0	$0	33,920	$1,018	$1,449
123	303-08-15	MUNICIPA	CHANDLER	1675 EAST RYAN RD		CHANDLER AZ 85249				$70,305	$359	0	$0	33,920	$1,018	$1,376
174	303-09-03	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		131 S CALIFORNIA ST,	CHANDLER	$7,559	$39	784	$76	7,214	$216	$331
175	303-09-03	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		141 S CALIFORNIA ST,	CHANDLER	$7,550	$39	1,756	$171	7,205	$216	$426
178	303-09-04	EXEMPT	SOUTHWE	191 S CALIFORNIA ST		CHANDLER AZ 85224		171 S CALIFORNIA ST,	CHANDLER	$0	$0	0	$0	0	$0	$0
179	303-09-04	EXEMPT	SOUTHWE	191 S CALIFORNIA ST		CHANDLER AZ 85224		191 S CALIFORNIA ST,	CHANDLER	$0	$0	0	$0	0	$0	$0
180	303-09-04	RELIGIOUS	SOUTHWE	191 S CALIFORNIA ST		CHANDLER AZ 85224		191 S CALIFORNIA ST,	CHANDLER	$0	$0	0	$0	0	$0	$0
181	303-09-04	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$5,692	$29	0	$0	8,931	$268	$297
182	303-09-04	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$5,683	$29	0	$0	9,000	$270	$299
183	303-09-04	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$5,674	$29	0	$0	9,000	$270	$299
184	303-09-04	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$5,674	$29	0	$0	9,000	$270	$299
185	303-09-04	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$2,846	$15	0	$0	4,500	$135	$150
186	303-09-03	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$2,837	$14	0	$0	4,500	$135	$149
187	303-09-03	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$5,674	$29	0	$0	9,000	$270	$299
188	303-09-03	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$1,163,287	$5,933	236,758	$23,084	18,000	$540	$29,557
195	303-09-00	MUNICIPA	CHANDLER	PO BOX 4008 MS 416		CHANDLER AZ 85244		35 W BOSTON ST,	CHANDLER	$2,005	$10	0	$0	1,202	$36	$46
221	303-09-09	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$6,057	$31	0	$0	3,735	$112	$143
222	303-09-09	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$6,109	$31	0	$0	3,626	$109	$140
237	303-06-06	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		0 E BUFFALO ST,	CHANDLER	$2,934	$15	0	$0	6,487	$195	$210
238	303-06-06	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		16 E BUFFALO ST,	CHANDLER	$2,849	$15	0	$0	4,550	$137	$151
239	303-06-05	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		32 E BUFFALO ST,	CHANDLER	$5,572	$28	0	$0	5,201	$156	$184
240	303-06-05	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		40 E BUFFALO ST,	CHANDLER	$3,588	$18	0	$0	6,501	$195	$213
241	303-06-05	MUNICIPA	CITY OF CH	PO BOX 4008 MAIL ST		CHANDLER AZ 85244		64 E BUFFALO ST,	CHANDLER	$7,311	$37	1,015	$99	6,501	$195	$331
242	303-06-05	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		80 E BUFFALO ST,	CHANDLER	$7,311	$37	0	$0	6,501	$195	$232
243	303-06-05	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		96 E BUFFALO ST,	CHANDLER	$7,080	$36	0	$0	5,851	$176	$212
244	303-06-07	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		130 N WASHINGTON ST,	CHANDLER	$4,723	$24	0	$0	8,801	$264	$288
245	303-06-07	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		140 N WASHINGTON ST,	CHANDLER	$8,376	$43	0	$0	8,001	$240	$283
246	303-06-07	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		150 N WASHINGTON ST,	CHANDLER	$7,113	$36	0	$0	8,001	$240	$276
247	303-06-06	MUNICIPA	CHANDLER	PO BOX 4008 MS 416		CHANDLER AZ 85244		160 N WASHINGTON ST,	CHANDLER	$6,839	$35	0	$0	7,050	$212	$246
316	303-06-13	FEDERAL O	UNITED ST	HDQRTRS WESTERN R		SAN BRUNO CA 94099		101 N COLORADO ST,	CHANDLER	$0	$0	0	$0	0	$0	$0
317	303-06-11	MUNICIPA	CHANDLER	1675 EAST RYAN RD		CHANDLER AZ 85249		265 E BUFFALO ST,	CHANDLER	$210,960	$1,076	20,672	$2,016	61,200	$1,836	$4,927
318	303-06-14	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		215 E BUFFALO ST,	CHANDLER	$28,343	$145	0	$0	14,418	$433	$577
321	303-08-00	MUNICIPA	CHANDLER	1675 EAST RYAN RD		CHANDLER AZ 85249				$106,215	$542	0	$0	33,920	$1,018	$1,559
322	303-06-14	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		178 E COMMONWEALTH	CHANDLER	$67,197	$343	0	$0	70,611	$2,118	$2,461
323	303-06-03	STATE OW	ARIZONA N	747 W VAN BUREN		PHOENIX AZ 85000				$0	$0	0	$0	0	$0	$0
324	303-06-03	MUNICIPA	CHANDLER	PO BOX 4008 MS 602		CHANDLER AZ 85244				$11,619	$59	0	$0	8,407	$252	$311
325	303-06-03	MUNICIPA	CHANDLER	1675 EAST RYAN RD		CHANDLER AZ 85249		215 E BUFFALO ST,	CHANDLER	$2,621,400	$13,369	144,246	$14,064	79,200	$2,376	$29,809
326	303-06-03	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$5,783	$29	0	$0	9,900	$297	$326
327	303-06-03	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$3,208	$16	0	$0	5,500	$165	$181
328	303-06-03	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$3,208	$16	0	$0	5,500	$165	$181
329	303-06-03	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$3,208	$16	0	$0	5,500	$165	$181
330	303-06-03	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$3,208	$16	0	$0	5,500	$165	$181
331	303-06-03	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$3,208	$16	0	$0	5,500	$165	$181
332	303-06-03	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$9,645	$49	0	$0	16,500	$495	$544
333	303-06-02	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$3,208	$16	0	$0	5,500	$165	$181
334	303-06-02	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$3,208	$16	0	$0	5,500	$165	$181
335	303-06-02	MUNICIPA	CHANDLER	1675 EAST RYAN RD		CHANDLER AZ 85249		22 S DELAWARE ST,	CHANDLER	$38,646	$197	0	$0	14,300	$429	$626
336	303-06-02	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		125 E COMMONWEALTH	CHANDLER	$18,232	$93	0	$0	14,300	$429	$522
337	303-06-02	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		125 E COMMONWEALTH	CHANDLER	$7,704	$39	0	$0	5,500	$165	$204
338	303-06-02	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		125 E COMMONWEALTH	CHANDLER	$7,704	$39	0	$0	5,500	$165	$204
339	303-06-02	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		125 E COMMONWEALTH	CHANDLER	$4,052	$21	0	$0	5,500	$165	$186
340	303-06-02	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		125 E COMMONWEALTH	CHANDLER	$3,356	$17	0	$0	4,544	$136	$153
341	303-06-02	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		125 E COMMONWEALTH	CHANDLER	$2,955	$15	0	$0	4,000	$120	$135
342	303-06-02	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		125 E COMMONWEALTH	CHANDLER	$451,335	$2,302	36,759	$3,584	4,000	$120	$6,006
343	303-06-02	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		125 E COMMONWEALTH	CHANDLER	$20,305	$104	0	$0	27,481	$824	$928
346	303-08-15	MUNICIPA	CHANDLER	1675 EAST RYAN RD		CHANDLER AZ 85249				$79,800	$407	0	$0	33,906	$1,017	$1,424
348	303-06-12	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		100 E BOSTON ST,	CHANDLER	$14,754	$75	0	$0	17,797	$534	$609
350	303-06-12	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		202 E BOSTON ST,	CHANDLER	$86,475	$441	7,926	$773	8,000	$240	$1,454
351	303-06-13	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$21,770	$111	0	$0	14,400	$432	$543
352	303-06-13	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$9,330	$48	0	$0	8,000	$240	$288
353	303-06-13	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$9,330	$48	0	$0	8,000	$240	$288
354	303-06-13	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$9,330	$48	0	$0	8,000	$240	$288
355	303-06-13	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$9,330	$48	0	$0	8,000	$240	$288
356	303-06-13	EXEMPT	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		22 S DELAWARE ST,	CHANDLER	$13,065	$67	0	$0	11,200	$336	$403
359	303-10-00	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		41 E BOSTON ST,	CHANDLER	$23,494	$120	1,839	$179	3,000	$90	$389
367	303-10-10	MUNICIPA	CHANDLER	MS 906	PO BOX 40	CHANDLER AZ 852444		175 S ARIZONA AVE,	CHANDLER	$2,644,604	$13,487	109,909	$10,716	101,550	$3,047	$27,250
368	303-10-04	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		101 E BOSTON ST,	CHANDLER	$8,527	$43	0	$0	6,000	$180	$223
369	303-10-04	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		0 E BOSTON ST,	CHANDLER	$9,604	$49	0	$0	7,200	$216	$265
370	303-10-04	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		137 E BOSTON ST,	CHANDLER	$8,358	$43	0	$0	6,000	$180	$223
371	303-10-03	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		0 E BOSTON ST,	CHANDLER	$607,425	$3,098	22,611	$2,205	6,000	$180	$5,482
372	303-10-03	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		0 E BOSTON ST,	CHANDLER	$8,358	$43	0	$0	6,000	$180	$223
373	303-10-03	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		151 E BOSTON ST,	CHANDLER	$15,176	$77	0	$0	12,078	$362	$440
374	303-10-10	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		250 E CHICAGO ST,	CHANDLER	$3,080,655	$15,711	273,805	$26,696	336,732	$10,102	$52,509
375	303-10-10	MUNICIPA	CHANDLER	MS 906	PO BOX 40	CHANDLER AZ 852444		235 S ARIZONA AVE,	CHANDLER	$1,046,555	$5,337	156,896	$15,297	84,566	$2,537	$23,172
386	303-10-09	COUNTY O	MARICOPA	301 W JEFFERSON STE		PHOENIX AZ 85003		201 E CHICAGO ST,	CHANDLER	$0	$0	0	$0	0	$0	$0
387	303-10-09	COUNTY O	MARICOPA	301 W JEFFERSON STE		PHOENIX AZ 85003				$0	$0	0	$0	0	$0	$0
388	303-10-09	COUNTY O	MARICOPA	301 W JEFFERSON STE		PHOENIX AZ 85003		201 E CHICAGO ST,	CHANDLER	$0	$0	0	$0	0	$0	$0
389	303-10-07	MUNICIPA	CHANDLER	1675 EAST RYAN RD		CHANDLER AZ 85249		249 E CHICAGO ST,	CHANDLER	$58,050	$296	0	$0	12,750	$383	$679
390	303-10-07	MUNICIPA	CHANDLER	1675 EAST RYAN RD		CHANDLER AZ 85286		249 E CHICAGO ST,	CHANDLER	$7,662	$39	0	$0	7,500	$225	$264
391	303-10-93	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		249 E CHICAGO ST,	CHANDLER	$7,662	$39	0	$0	7,500	$225	$264
392	303-10-09	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		249 E CHICAGO ST,	CHANDLER	$5,108	$26	0	$0	5,000	$150	$176
393	303-10-09	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244				$38,937	$199	0	$0	31,381	$941	$1,140
394	303-10-09	MUNICIPA	CHANDLER	PO BOX 4008 MS 606		CHANDLER AZ 85244		249 E CHICAGO ST,	CHANDLER	$251,145	$1,281	28,278	$2,757	56,784	$1,704	$5,741
395	303-10-09	MUNICIPA	CHANDLER	MS 906	PO BOX 40	CHANDLER AZ 852444008				$11,039	$56	0	$0	8,525	$256	$312
396	303-10-09	COUNTY O	MARICOPA	301 W JEFFERSON STE		PHOENIX AZ 85003				$0	$0	0	$0	0	$0	$0

TOTAL	$ 217,298
City Con.	$ 118,804
Difference	$ 98,494

Map Id	Parcel No	Property U	Owner Name	Mailing Ad	Mailing Su	City State Z	Country	Situs Addre	Situs City Z	Total Asses	Assessed V	Building Sq	Assessed B	Parcel Sq F	Assessed P	Totals
3	303-08-162	TOWNHOU	BECKER DENNIS/KAT	527 10TH	UNIT 307	SAN DIEGO CA	92101	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
4	303-08-163	TOWNHOU	SOKOL PAUL L	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
5	303-08-164	TOWNHOU	GEIGER DAVID M TR	121 N CALIFORNIA ST		CHANDLER AZ	85255	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
6	303-08-165	TOWNHOU	SCULL PATRICIA A	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
7	303-08-166	TOWNHOU	MAURICIO WISSING	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
8	303-08-249	RESIDENTI	VILLAS AT SAN MAR	42 S HAMILTON PL	STE	GILBERT AZ	85233			$0	$0	0	$0	0	$0	$0
9	303-08-251	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050			$0	$0	0	$0	0	$0	$0
10	303-08-167	TOWNHOU	RYAN WILLIAM	122 W MACAW DR		CHANDLER AZ	85286	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
11	303-08-168	TOWNHOU	TAYLOR JULIE D	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
12	303-08-169	TOWNHOU	STIRTZINGER ANTHC	PO BOX 1456		PONET VEDRA BEACH F		124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
13	303-08-170	TOWNHOU	HUMPHREYS CARRIE	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
14	303-08-171	TOWNHOU	BROCHARD BRENNE	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
15	303-08-187	TOWNHOU	GARRETT ROBERT J	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
16	303-08-186	TOWNHOU	RENNA GREGORY VII	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
17	303-08-185	TOWNHOU	NEAL STUART A	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
18	303-08-184	TOWNHOU	KAUP JAMES L	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
19	303-08-183	TOWNHOU	MINTER MICHAEL/SI	170 EASTON DR		MOORESVILLE NC	2811	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
20	303-08-250	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
21	303-08-188	TOWNHOU	GHRAMM KENNETH	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
22	303-08-189	TOWNHOU	MAGDATO GLEN	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
23	303-08-190	TOWNHOU	MAURICIO WISSING	3982 E DESERT BROOM		CHANDLER AZ	85286	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
24	303-08-191	TOWNHOU	SCHOENLEY-MATHIS	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
25	303-08-192	TOWNHOU	WOLFF MARK A/MA	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
26	303-08-182	TOWNHOU	CEH TRUST	1250 S GILBERT RD		CHANDLER AZ	85286	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
27	303-08-181	TOWNHOU	HIRLEMAN LAURA	2806 N DAWN DR		COLORADO SPRINGS C		124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
28	303-08-180	TOWNHOU	WAQAS ARSLAN ANI	208 W ALAMOSA DR		CHANDLER AZ	85248	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
29	303-08-179	TOWNHOU	KUKSA JACLYN M/KF	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
30	303-08-178	TOWNHOU	SUSAN M MCKONE-I	712 VALLEY VIEW		DECORAH IA	52101	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
31	303-08-252	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050			$0	$0	0	$0	0	$0	$0
32	303-08-172	TOWNHOU	DAMRON JOSEPH R/	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
33	303-08-173	TOWNHOU	MURPHY PATRICK M	PO BOX 6436		ROCKFORD IL	61125	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
34	303-08-174	TOWNHOU	MCCLEARY MICHAEL	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
35	303-08-175	TOWNHOU	SAN MARCOS HOLDI	8445 S COLLEGE LN		TEMPE AZ	85284	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
36	303-08-176	TOWNHOU	YEHUDAH MALCAH	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
37	303-08-177	TOWNHOU	DR CYNTHIA LAVAE I	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
38	303-08-253	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050			$0	$0	0	$0	0	$0	$0
39	303-08-263	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050			$0	$0	0	$0	0	$0	$0
40	303-08-193	TOWNHOU	MAGLIONE ANTHON	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
41	303-08-194	TOWNHOU	SAND DIAN L/STEVE	124 N CALIFORNIA STR		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
42	303-08-195	TOWNHOU	BUCHANAN SCOTT/J	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
43	303-08-196	TOWNHOU	J&D TRUST	PO BOX 95033		PHOENIX AZ	85070	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
44	303-08-197	TOWNHOU	CURTIS JASON W	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
45	303-08-255	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050			$0	$0	0	$0	0	$0	$0
46	303-08-254	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050			$0	$0	0	$0	0	$0	$0
47	303-08-198	TOWNHOU	FELDMAN JESSICA M	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
48	303-08-199	TOWNHOU	LINGLEY TROY P	16625 S MOUNTAIN ST		PHOENIX AZ	85048	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
49	303-08-200	TOWNHOU	MCCONNEL FAMILY	2142 SUMAC DR		OJAI CA	93023	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
50	303-08-201	TOWNHOU	TAN YOON SWING/I	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
51	303-08-202	TOWNHOU	SMITH JASON	124 N CALIFORNIA ST		CHANDLER AZ	85225	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
52	303-08-203	TOWNHOU	BABCOCK BRADLEY I	7394 W PALO BREA LN		PEORIA AZ	85383	124 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
54	303-08-256	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
55	303-08-204	TOWNHOU	COOPER ROBERT/VI	13042 N AJO LILLY PL		MARANA AZ	85658	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
56	303-08-205	TOWNHOU	LA PALMA LLC	PO BOX 1116		FAIRFAX VA	22038	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
57	303-08-206	TOWNHOU	JORGENSEN KIM	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
58	303-08-207	TOWNHOU	BROWN FAMILY TRU	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
59	303-08-208	TOWNHOU	OCCHUIZZO GARY	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
60	303-08-209	TOWNHOU	MAHONEY RYAN	121 N CALIFORNIA ST	1	CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
61	303-08-257	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
62	303-08-258	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
63	303-08-210	TOWNHOU	LIPP WILLIAM J/GER	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
64	303-08-211	TOWNHOU	GRAHAM JEFFREY A/	313 TIONESIA DR		NEW KENSINGTON PA		121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
65	303-08-212	TOWNHOU	WU YANLING	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
66	303-08-213	TOWNHOU	MEMORIAL UNION I	268 WESTWIND WY		DRESHER PA	79025	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
67	303-08-214	TOWNHOU	FITZGIBBON JAMES I	121 N CALIFONRIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
68	303-08-215	TOWNHOU	BOTKIN JOHN C/MA	7803 RALLS DR HC BOX		STRAWBERRY AZ	85544	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
69	303-08-264	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
70	303-08-260	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
71	303-08-231	TOWNHOU	MICHAEL R STANDLE	7916 BEECHWOOD CT		URBANDALE IA	503224	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
72	303-08-232	TOWNHOU	ANTHONY MALONE	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
73	303-08-233	TOWNHOU	BRENNAN JAMES JO	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
74	303-08-234	TOWNHOU	DEUCEPDX TRUST	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
75	303-08-235	TOWNHOU	GEIGER DAVID M	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
76	303-08-261	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
77	303-08-236	TOWNHOU	ENDSLEY FAMILY TR	121 N CALIFONRIA ST	#	CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
78	303-08-237	TOWNHOU	LOWE BEN/DEBRA L	121 N CALIFORNIA ST	2	CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
79	303-08-238	TOWNHOU	ENCINAS GUADALUI	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
80	303-08-239	TOWNHOU	NATALIE LYNN ZOYI	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
81	303-08-240	TOWNHOU	STUCKEY GARY P/TH	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
82	303-08-262	RESIDENTI	VILLAS AT SAN MAR	PO BOX 73259		PHOENIX AZ	85050			$0	$0	0	$0	0	$0	$0
83	303-08-226	TOWNHOU	CASAS MIRIAM	621 N 7TH ST		MCALLEN TX	78501	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
84	303-08-227	TOWNHOU	PRCHAL CHARLES RI	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
85	303-08-228	TOWNHOU	KLEMENTS SADIE M/	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
86	303-08-229	TOWNHOU	TESTA DAMON P/M/	121 N CALIFORNIA ST		CHANDLER AZ	85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0

87	303-08-230	TOWNHOU	DUNN JAMES	121 N CALIFORNIA ST U	CHANDLER AZ 85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
88	303-08-259	RESIDENTI/	VILLAS AT SAN MAR(	PO BOX 73259	PHOENIX AZ 85050	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
89	303-08-221	TOWNHOU	ERIC AND PAMELA S	ONE REEDERS VILLAGE	HELENA MT 59601	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
90	303-08-222	TOWNHOU	HAYASHI LEILA M	121 N CALIFORNIA ST N	CHANDLER AZ 85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
91	303-08-223	TOWNHOU	CURRAN PATRICK F	136 DEPPE LN	OTTUMWA IA 52501	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
92	303-08-224	TOWNHOU	121 NORTH CALIFOR	2165 E HONEYSUCKLE I	CHANDLER AZ 85286	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
93	303-08-225	TOWNHOU	DEBORAH J NEWPOF	121 N CALIFORNIA ST U	CHANDLER AZ 85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
94	303-08-216	TOWNHOU	SCOTT GEORGE J	121 N CALIFORNIA ST N	CHANDLER AZ 85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
95	303-08-217	TOWNHOU	CHANDANI AMIT	121 N CALIFORNIA ST N	CHANDLER AZ 85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
96	303-08-218	TOWNHOU	ZOLIN DINA M	619 E RIVIERA DR	CHANDLER AZ 85249	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
97	303-08-219	TOWNHOU	GOEBEL ERICH	2443 E FICUS WY	GILBERT AZ 85298	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
98	303-08-220	TOWNHOU	KRIEGSMANN PAUL/	124 N CALIFORNIA ST U	CHANDLER AZ 85225	121 N CALI	CHANDLER	$0	$0	0	$0	0	$0	$0
141	303-08-973	VACANT LA	DC HEIGHTS MAR LL(	105 AFFINITY LN	BUFFALO NY 14215			$0	$0	0	$0	0	$0	$0
142	303-08-974	VACANT LA	DC HEIGHTS WEST LI	105 AFFINITY LN	BUFFALO NY 14215			$0	$0	0	$0	0	$0	$0
143	303-08-072	SINGLE FAI	HALL INVESTMENT P	620 W SAN MARCOS D	CHANDLER AZ 85225	198 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
144	303-08-074	SINGLE FAI	HALL INVESTMENT P	620 W SAN MARCOS D	CHANDLER AZ 85225	178 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
145	303-08-076	MULTIPLE S	BOSTON STREET PRC	18541 E MARY ANN W/	QUEEN CREEK AZ 8514	158 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
157	303-09-075	SINGLE FAI	ROSALES AUGUSTIN(	339 W BOSTON ST	CHANDLER AZ 85225	339 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
158	303-09-074	SINGLE FAI	ROSALES AUGUSTIN(	339 W BOSTON ST	CHANDLER AZ 85225	319 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
159	303-09-073	SINGLE FAI	HALL INVESTMENT P	301 W BOSTON ST	CHANDLER AZ 85225	311 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
160	303-09-072	SINGLE FAI	HALL INVESTMENT P	301 W BOSTON ST	CHANDLER AZ 85225	301 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
161	303-09-055	SINGLE FAI	SCIACCA PETER G/SI(	71 W CHICAGO ST # 8	CHANDLER AZ 85225	299 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
162	303-09-054	SINGLE FAI	SY RAUL M/JOAN R T	2815 E CAROB DR	CHANDLER AZ 85286	279 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
163	303-09-053	SINGLE FAI	GALABOVSKI JOVAN(	239 W BOSTON ST UNI	CHANDLER AZ 85225	239 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
164	303-09-052	SINGLE FAI	GALABOVSKI JOVAN(	239 W BOSTON ST UNI	CHANDLER AZ 85225	239 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
165	303-09-051	SINGLE FAI	BUSTAMANTE SAND	219 W BOSTON ST	CHANDLER AZ 85225	219 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
166	303-09-050	SINGLE FAI	HALL INVESTMENT P	620 W SAN MARCOS D	CHANDLER AZ 85225	201 W BOS	CHANDLER	$0	$0	0	$0	0	$0	$0
173	303-09-034	SINGLE FAI	DIAZ M R	121 S CALIFORNIA ST	CHANDLER AZ 85225	121 S CALIF	CHANDLER	$0	$0	0	$0	0	$0	$0
176	303-09-041	SINGLE FAI	ACUNA MARGARITA	140 S CALIFORNIA ST	CHANDLER AZ 85225	151 S CALIF	CHANDLER	$0	$0	0	$0	0	$0	$0
177	303-09-043	SINGLE FAI	ACUNA MARGARITA	140 S CALIFORNIA ST	CHANDLER AZ 85225	161 S CALIF	CHANDLER	$0	$0	0	$0	0	$0	$0
213	303-09-101	SINGLE FAI	BALDENEGRO REYN/	271 S OREGON ST	CHANDLER AZ 85224	271 S OREC	CHANDLER	$0	$0	0	$0	0	$0	$0
214	303-09-103	VACANT LA	HALL INVESTMENT P	620 W SAN MARCOS D	CHANDLER AZ 85225	281 S OREC	CHANDLER	$0	$0	0	$0	0	$0	$0
215	303-09-105	SINGLE FAI	ENCINOS GUADALUI	291 S OREGON ST	CHANDLER AZ 85224	291 S OREC	CHANDLER	$0	$0	0	$0	0	$0	$0
216	303-09-107	MULTIPLE I	LAVENUE LLC	560 N BENSON LN	CHANDLER AZ 85224	299 S OREC	CHANDLER	$0	$0	0	$0	0	$0	$0
218	303-09-087	SINGLE FAI	VANCE AMOS CLYDE	210 S ARIZONA AVE	CHANDLER AZ 85225			$0	$0	0	$0	0	$0	$0
251	303-06-599	RESIDENTI/	123 WASHINGTON H	450 N DOBSON RD STE	MESA AZ 85201			$0	$0	0	$0	0	$0	$0
252	303-06-572	TOWNHOU	PATEL HIMANSHU	6451 CODY CV	OLIVE BRANCH MS 386	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
253	303-06-573	TOWNHOU	STERBENZ CHRISTOP	123 N WAS UNIT 37	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
254	303-06-574	TOWNHOU	BROWN TIMOTHY/SI	123 N WASHINGTON S	CHANDLER AZ 85255	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
255	303-06-575	TOWNHOU	SCHWARTZ JONATH/	120 REPUB APT 435	SEATTLE WA 98109	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
256	303-06-576	TOWNHOU	CHIRON MANAGEMI	926 E KNOLL ST	MESA AZ 85203	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
257	303-06-577	TOWNHOU	123 N WASHINGTON	10950 IVY HILL DR UNI	SAN DIEGO CA 92131	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
258	303-06-578	TOWNHOU	MATHISEN BRIAN T	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
259	303-06-598	RESIDENTI/	123 WASHINGTON H	450 N DOBSON RD STE	MESA AZ 85201			$0	$0	0	$0	0	$0	$0
260	303-06-597	RESIDENTI/	123 WASHINGTON H	450 N DOBSON RD STE	MESA AZ 85201			$0	$0	0	$0	0	$0	$0
261	303-06-537	TOWNHOU	JOHNSTON MONICA	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
262	303-06-538	TOWNHOU	NEVAREZ ENRIQUE M	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
263	303-06-539	TOWNHOU	FAIR WENDY L	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
264	303-06-540	TOWNHOU	CHAVARRIA GABRIEI	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
265	303-06-541	TOWNHOU	ROBERT T CRAIN IRR	277 STATE ST	BROOKLYN NY 11201	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
266	303-06-542	TOWNHOU	COSIC DRAGANA/SA	6 N BULLMOOSE CIR	CHANDLER AZ 85224	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
267	303-06-543	TOWNHOU	HARMON ROBERT/K	PO BOX 1090	CHANDLER AZ 852441(	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
268	303-06-596	RESIDENTI/	123 WASHINGTON H	450 N DOBSON RD STE	MESA AZ 85201			$0	$0	0	$0	0	$0	$0
269	303-06-544	MUNICIPAI	CHANDLER CITY OF	PO BOX 4008 MS 101	CHANDLER AZ 85244	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
270	303-06-545	TOWNHOU	AZ2INVEST LLC	808 W FLINT ST	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
271	303-06-546	TOWNHOU	PETERSON JASON	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
272	303-06-547	TOWNHOU	SWANTKO DONALD	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
273	303-06-548	TOWNHOU	KALICH BENJAMIN F	9263 RIDGE GROVE ST	SAN ANTONIO TX 7825	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
274	303-06-549	TOWNHOU	HOOKER DENISE/RIC	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
275	303-06-595	RESIDENTI/	123 WASHINGTON H	450 N DOBSON RD STE	MESA AZ 85201			$0	$0	0	$0	0	$0	$0
276	303-06-590	TOWNHOU	WOODS EDDIE	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
277	303-06-589	TOWNHOU	JONES GREGORY H JI	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
278	303-06-588	TOWNHOU	HOUSTON EDWIN C/	1442 HENRIETTA ST	REDLANDS CA 92373	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
279	303-06-587	TOWNHOU	WOOLLEY BREE E	123 N WASHINGTON S	CHANDLER AZ 852255	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
280	303-06-586	TOWNHOU	PINCHUK ALISA	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
281	303-06-585	TOWNHOU	JOHNSON CURTIS D	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
282	303-06-592	RESIDENTI/	123 WASHINGTON H	450 N DOBSON RD STE	MESA AZ 85201	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
283	303-06-579	TOWNHOU	SOMEWHERE HOT R	POB 3473	RENTON WA 98056	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
284	303-06-580	TOWNHOU	ASPEL THOMAS	4820 GLENHOLLOW CI	OCEANSIDE CA 92057	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
285	303-06-581	TOWNHOU	GUZMAN JOHN P/BF	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
286	303-06-582	TOWNHOU	LANE DEBRA M	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
287	303-06-583	TOWNHOU	KIM LISA K	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
288	303-06-584	TOWNHOU	HARMON NANCY/RC	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
289	303-06-600	RESIDENTI/	123 WASHINGTON H	450 N DOBSON RD STE	MESA AZ 85201			$0	$0	0	$0	0	$0	$0
290	303-06-571	TOWNHOU	COTTON SARA M	7314 E LOMITA AVE	MESA AZ 85209	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
291	303-06-570	TOWNHOU	JONES LEONARD SYL	123 WASHINGTON ST U	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
292	303-06-569	TOWNHOU	MADDOX ROXANA	123 N WASHINGTON S	CHANDLER AZ 852255	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
293	303-06-568	TOWNHOU	MELENDEZ GLENN	123 N WASHINGTON S	CHANDLER AZ 85255	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
294	303-06-567	TOWNHOU	CODD ROBERT S	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
295	303-06-601	RESIDENTI/	123 WASHINGTON H	450 N DOBSON RD STE	MESA AZ 85201			$0	$0	0	$0	0	$0	$0
296	303-06-566	TOWNHOU	CONSALVI EDWARD	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
297	303-06-565	TOWNHOU	123 N WASHINGTON	3973 S NEBRASKA ST	CHANDLER AZ 85248	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
298	303-06-564	TOWNHOU	AMOROSO TAMMY	3973 S NEBRASKA ST	CHANDLER AZ 85248	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0
299	303-06-563	TOWNHOU	BEAGLE MICHAEL	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS	CHANDLER	$0	$0	0	$0	0	$0	$0

300	303-06-562	TOWNHOU	LUCERO DAVID MON	4911 S HUDSON PL	CHANDLER AZ 85249	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
301	303-06-561	TOWNHOU	ALTMAYER KAITLYN	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
302	303-06-560	TOWNHOU	CLAY ANTHONY	120 N MCQUEEN NO 1	CHANDLER AZ 85225	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
303	303-06-593	RESIDENTI/	123 WASHINGTON H	450 N DOBSON RD STE	MESA AZ 85201	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
304	303-06-559	TOWNHOU	VAJDA JASON	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
305	303-06-558	TOWNHOU	CHEN RUTH Y	123 N WASHINGTON U	CHANDLER AZ 85225	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
306	303-06-557	TOWNHOU	GISRIEL JAMES B/CH	20820 N YUKON DR	SUN CITY AZ 85375	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
307	303-06-556	TOWNHOU	FERNANDEZ STEPHA	123 N WASHINGTON S	CHANDLER AZ 852255	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
308	303-06-594	RESIDENTI/	123 WASHINGTON H	450 N DOBSON RD STE	MESA AZ 85201		$0	$0	0	$0	0	$0	$0
309	303-06-555	MUNICIPAI	CHANDLER CITY OF	PO BOX 4008 MS 101	CHANDLER AZ 85244	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
310	303-06-554	TOWNHOU	HARPER JUSTIN	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
311	303-06-553	TOWNHOU	JANSEN JANICE L	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
312	303-06-552	TOWNHOU	BENNETT AMY T	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
313	303-06-551	TOWNHOU	BETHANY TIFFANY	123 N WASHINGTON S	CHANDLER AZ 852255	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
314	303-06-550	TOWNHOU	VIVE AMA RIE 2019 T	123 N WASHINGTON S	CHANDLER AZ 85225	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0
315	303-06-591	RESIDENTI/	123 WASHINGTON H	450 N DOBSON RD STE	MESA AZ 85201	123 N WAS CHANDLER	$0	$0	0	$0	0	$0	$0

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-011b

Date:	March 25, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Derek D. Horn, Development Services Director
From:	Susan Fiala, Senior Planner
Subject:	PLH20-0023/PLT20-0037 Pecos and McQueen Retail
Request:	Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Neighborhood Commercial (C-1) uses Preliminary Development Plan Preliminary Plat
Location:	Southwest corner of Pecos and McQueen roads
Applicant:	Reese Anderson, Pew and Lake PLC

Proposed Motion:

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 4961 approving PLH20-0023 Pecos and McQueen Retail, located at the southwest corner of Pecos and McQueen roads, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Neighborhood Commercial (C-1) uses, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH20-0023 Pecos and McQueen Retail, located at the southwest corner of Pecos and McQueen roads, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat

Move City Council approve Preliminary Plat PLT20-0037 Pecos and McQueen Retail, located at the southwest corner of Pecos and McQueen roads, subject to the condition recommended by Planning and Zoning Commission.

Background Data:

- The site is approximately 3.5 acres
- The applicant is currently working with the City to acquire an approximate 2,660 sq. ft. City of Chandler-owned parcel located at the immediate corner of the intersection (an ordinance authorizing the sale of this parcel also appears as a separate item on this agenda)
- Site is currently vacant

Surrounding Land Use Data:

North	Pecos Rd., then commercial	South	Single-family residential
East	McQueen Rd., then single-family residential and vacant commercial	West	Single-family residential

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No Change
Chandler Airpark Area Plan	Neighborhood Commercial	No Change

Proposed Development

Site area	3.5 acres plus future acquisition of approximate 2,660 sq. ft. City parcel
Building Area	Pad A: 2,306 sq. ft. (restaurant) Pad B: 2,800 sq. ft. (restaurant) Pad C: 13,000 sq. ft. (daycare) Total : 18,106 sq. ft.
Building Height (max.)	22 ft.
Building Setbacks	Required: Arterial landscaped intersection 50 ft. by 250 ft Proposed: 35 ft. min. by 223 ft. along Pecos Rd. 23 ft. min. by 250 ft. along McQueen Rd. West: 20ft. Accessory structure 50 ft. Main building South: 50 ft.
Parking Required	101 parking spaces
Parking Provided	112 parking spaces
Building Architecture	Contemporary with stucco, brick veneer, metal railings, and steel
Comprehensive Sign Program	One development sign, two monument signs, wall-mounted signs

Review and Recommendation

Planning staff finds the proposal is consistent with the General Plan designation of Neighborhoods and the Chandler Airpark Area Plan designation of Neighborhood Commercial. The General Plan land use designation allows Neighborhood Commercial uses within developments located at arterial intersections to serve commercial needs of low-density residential communities.

The site layout provides three pad sites, including two proposed restaurants and a daycare. Pad site A is proposed as a Starbucks drive-through. Pad site B is proposed as a future restaurant/drive-through and a daycare is proposed for Pad C. Building architecture is contemporary. Building and site layout comply with the intent of the Commercial Design Standards.

Late-hour business policy defines any restaurant that opens its doors to the public one or more hours between midnight and 6 a.m., one or more days a week. Also, the policy is applicable when commercial development is within 300 ft. of existing residential zoning. The proposed Starbucks anticipates business hours from 4:30 a.m. to 10 p.m., daily. These hours and building distance of approximately 206 ft. to the west residentially-zoned parcels require approval of the proposed businesses hours from 4:30 a.m. to 6 a.m. Mitigation proposed includes an 8 ft. tall solid wall along the entire site perimeter and several landscaped areas.

The applicant requests relief from the Zoning Code requirement that initial construction include a minimum of 12,000 sq. ft. of building area in Phase One. The request is to allow the flexibility to construct Pads B and C in future phases. Development Booklet Attachment A (see attached) identifies improvements that will be completed during phase one, which includes Pad A and all site improvements including landscaping, driveways, and parking except for Pad B building area on the south and Pad C and associated parking area to the north of Pad C. Pad sites B and C would be covered with decomposed granite until market conditions allow development.

The second request is to reduce the 50 ft. by 250 ft. landscape intersection along both Pecos and McQueen roads. The reduced landscaped intersection allows the two drive-through pad sites additional distance from existing residential and the proposed daycare. The applicant is currently working with the City's Real Estate division to purchase the City owned parcel of approximately 2,660 sq. ft. located at the immediate corner of the site.

Staff supports the requested waivers due to the infill nature of the site, site acreage and driveway location constraints. Staff finds the proposal to be consistent with the goals of the General Plan and recommends approval subject to conditions.

Traffic Analysis

A Traffic Impact Analysis was prepared to analyze existing conditions and traffic with the proposed development. Based on the analysis, traffic impacts of the proposed development could be mitigated by making adjustments to the existing traffic signal timing at the McQueen Road/Pecos Road intersection to maintain acceptable levels of service. Additionally, the Transportation Engineering Division will continue to work with the applicant to establish a circulation plan for the Day Care/Pre-K. This is being done in an effort to document pick-up/drop-off procedures and minimize potential implications to the adjacent public roadways that have occurred with similar land uses. Staff recommends a stipulation to address the future daycare's drop off/pick up circulation plan.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A virtual neighborhood meeting was held on July 21, 2020. Ten residents attended virtually to obtain project information. Questions and concerns voiced relate to traffic, construction timing, existing irrigation ditch, drive through locations, vehicle exhaust, land uses, and children's safety (daycare). No opposition to the request was stated.
- Planning staff received letters from residents in opposition to the proposed Starbucks stating they would rather support local businesses.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting March 3, 2021.
Motion to Approve.

In Favor: 5 Opposed: 1 (Pekau) Absent: 1 (Kimble)

At the January 20, 2021, Planning and Zoning Commission meeting, the case was continued to conduct a Design Review Committee (DRC). On February 3, 2021, the DRC provided the applicant suggestions on revising the site plan which include shifting Pad sites A and B further away from the proposed daycare. The applicant requested further continuance to the March 3, 2021, Planning and Zoning Commission meeting to allow additional time to address the DRC's guidance. At the March 3 meeting, the Planning and Zoning Commission modified Preliminary Development Plan stipulation number 9 by adding "e", effectively requiring all offsite and onsite improvements during phase one except for building pads B and C. The drive-through lane for Pad B is included as an exception to the required phase one improvements.

Recommended Conditions of Approval

Rezoning

1. Development shall be in substantial conformance with the Development Booklet, entitled "Pecos and McQueen Retail" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0023, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
4. Late hour businesses shall not be open to the public from 10 p.m. to 4:30 a.m., seven days a week.

Preliminary Development Plan

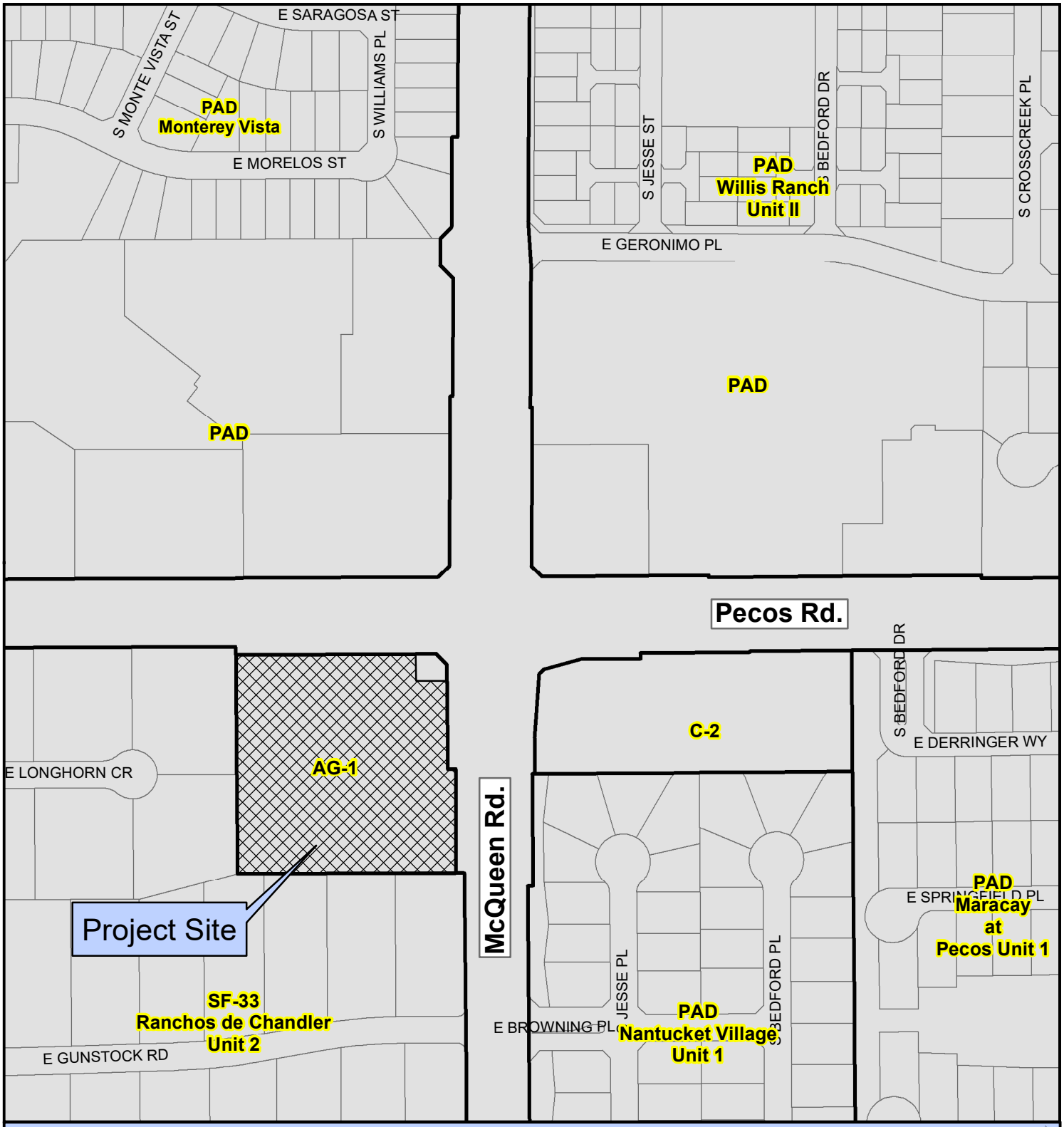
1. Development shall be in substantial conformance with the Development Booklet, entitled "Pecos and McQueen Retail" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0023, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. The site shall be maintained in a clean and orderly manner.
3. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.
4. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
5. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.
6. Solid walls no less than 48 inches in height shall be constructed to screen all drive-through lanes.
7. Prior to issuance of a building permit, a circulation plan shall be approved by the City's Traffic Engineering Division for a daycare/Pre-K business.
8. No more than two drive-through pad sites shall be permitted.
9. Phase 1 on-site improvements shall at a minimum include the following:
    a. Construction of Pad A building, associated parking and landscaping
    b. All perimeter landscaping
    c. Driveways to Pads A and B and landscaping along said driveways
    d. Parking areas for Pad B and landscaping within said parking areas
    e. Landscape and parking north and east of Pad C.
10. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.
11. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

Preliminary Plat

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

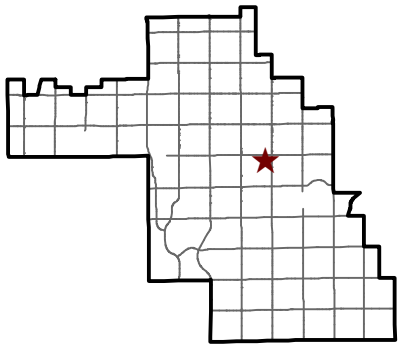
Attachments

Vicinity Maps
Ordinance No. 4961
Resident Correspondence
Development Booklet, Exhibit A



PLH20-0023/PLT20-0037 Pecos and McQueen Retail

Proposed Project Details
Rezone/PDP/Pre-Plat
3.5 Acres
Neighborhood Commercial Center



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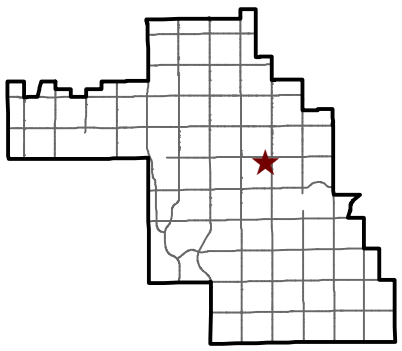
PLH20-0023/PLT20-0037 Pecos and McQueen Retail

Proposed Project Details
Rezone/PDP/Pre-Plat
3.5 Acres
Neighborhood Commercial Center



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ORDINANCE NO. 4961

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING PARCELS FROM AGRICULTURAL DISTRICT (AG-1) TO PLANNED AREA DEVELOPMENT (PAD) FOR NEIGHBORHOOD COMMERCIAL (C-1) USES AS REPRESENTED IN CASE PLH20-0023 (PECOS AND MCQUEEN RETAIL) LOCATED AT THE SOUTHWEST CORNER OF PECOS AND MCQUEEN ROADS WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

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

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

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

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

Section 1. Legal Description of Property:
As described in EXHIBIT 'A'

Said property is hereby rezoned from Agricultural District (AG-1) to Planned Area Development (PAD) for Neighborhood Commercial (C-1) uses, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Pecos and McQueen Retail" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0023, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.

2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

4. Late hour businesses shall not be open to the public from 10 p.m. to 4:30 a.m., seven days a week.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4961 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

EXHIBIT 'A'
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 465 FEET OF THE NORTH 465 FEET OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF MCQUEEN ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF PECOS ROAD, WHENCE THE NORTHEAST CORNER OF SAID SECTION 3 BEARS NORTH 50 DEGREES 07 MINUTES 56 SECONDS EAST, 51.77 FEET;

THENCE SOUTH 00 DEGREES 27 MINUTES 30 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MCQUEEN ROAD, 81.00 FEET TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF MCQUEEN ROAD, SOUTH 89 DEGREES 43 MINUTES 55 SECONDS WEST, 96.00 FEET TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 00 DEGREES 27 MINUTES 30 SECONDS WEST, 81.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF PECOS ROAD, BEING ALSO THE NORTHWEST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 89 DEGREES 43 MINUTES 55 SECONDS EAST, 96.00 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION IN FINAL ORDER OF CONDEMNATION RECORDED IN DOCUMENT NO. 2004-867268, RECORDS OF MARICOPA COUNTY, ARIZONA.

Webform Submission From: Planning and Zoning Commission Public Comment Form City of Chandler
to:
elisa.thompson, pod
01/18/2021 10:50 PM
Hide Details
From: "City of Chandler" <webmaster@chandleraz.gov>
To: elisa.thompson@chandleraz.gov, pod@chandleraz.gov
Please respond to webmaster@chandleraz.gov
Security:
To ensure privacy, images from remote sites were prevented from downloading. Show Images
History: This message has been forwarded.

Submitted on Mon, 01/18/2021 - 10:50 PM

Submitted by: Anonymous

Submitted values are:

Name
Chris Boone

Address
1750 E Wesson Dr
Chandler, Arizona. 85286

Phone Number
(602) 319-7365

Agenda Item No.
PLH20-0023 Pecos and McQueen

Support/Oppose
Oppose

Comments
I oppose the Starbucks. We have enough big businesses around here. We need to lookout for our community members trying to start a business. There is a family owned coffee shop already there.

Webform Submission From: Planning and Zoning Commission Public Comment Form
City of Chandler
to:
david.delatorre, pod
01/20/2021 09:32 AM
Hide Details
From: "City of Chandler" <webmaster@chandleraz.gov>
To: david.delatorre@chandleraz.gov, pod@chandleraz.gov
Please respond to webmaster@chandleraz.gov
Security:
To ensure privacy, images from remote sites were prevented from downloading. Show Images

Submitted on Wed, 01/20/2021 - 09:32 AM

Submitted by: Anonymous

Submitted values are:

Name
Craig Miller

Address
1592 E. Morelos St.
Chandler, Arizona. 85225

Phone Number
(602) 628-5164

Agenda Item No.
PLH20-0023, PLT20-0037 PECOS AND MCQUEEN RETAIL

Support/Oppose
Oppose

Comments
My opposition is to the Starbucks at that location. There is currently a family owned coffee shop on the NW corner of that intersection called Kind Bean (https:www.thekindbean.com). My feeling is that Starbucks would wipe this business out. We are already overrun by Starbucks all over the city; I see no need for another. I acknowledge that Kind Bean does not have a drive through, but I do not feel that is a compelling argument to shut down a successful family business.

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Webform Submission From: Planning and Zoning Commission Public Comment Form
City of Chandler
to:
david.delatorre, pod
01/20/2021 09:36 AM
Hide Details
From: "City of Chandler" <webmaster@chandleraz.gov>
To: david.delatorre@chandleraz.gov, pod@chandleraz.gov
Please respond to webmaster@chandleraz.gov
Security:
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Submitted on Wed, 01/20/2021 - 09:36 AM

Submitted by: Anonymous

Submitted values are:

Name
Craig Miller

Address
1592 E. Morelos St.
Chandler, Arizona. 85225

Phone Number
(602) 628-5764

Agenda Item No.
PLH20-0023, PLT20-0037 PECOS AND MCQUEEN RETAIL

Support/Oppose
Oppose

Comments
In my previous post I incorrectly gave the location of Kind Bean; Kind Bean is located on the NE corner of Pecos and McQueen.

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Webform Submission From: Planning and Zoning Commission Public Comment Form
City of Chandler
to:
david.delatorre, pod
02/12/2021 08:10 PM
Hide Details
From: "City of Chandler" <webmaster@chandleraz.gov>
To: david.delatorre@chandleraz.gov, pod@chandleraz.gov
Please respond to webmaster@chandleraz.gov
History: This message has been forwarded.

Submitted on Fri, 02/12/2021 - 08:10 PM

Submitted by: Anonymous

Submitted values are:

Name
Leanne Sanders

Address
1453 E Elgin Pl
Chandler, Arizona. 85225

Support/Oppose
Oppose

Comments
I am concerned about what is proposed to go into retail on the corner of Pecos and McQueen (PLH20-0023, PLT20-0037 PECOS AND MCQUEEN RETAIL). It states a drive thru and a Starbucks are slated to go there. Why can we not get local restaurants to go there instead of a drive thru and a Starbucks? We already have two coffee shops on that corner (Dunkin Donuts and Kind Bean), three if you count McDonalds. I am concerned that all of these chain restaurants will put the local coffee shop (Kind Bean) out of business. There are also at least four other Starbucks within a small radius of that corner (one on Arizona, two at the Target center on Gilbert and one in Frys on Chandler and Gilbert). Starbucks are starting to turn into gas stations, one on every corner. We also have several drive thrus nearby as well. Wendy's is in the Walmart center on Arizona, McDonald's is on the same corner, Burger King is a mile over on Chandler, and Chick-Fil-A is on Gilbert. That seems to be all the drive thrus we need. Also, that corner is already dangerous for making left hand turns. I don't want to imagine the traffice if they add a Starbucks there. The drive thru lines at Starbucks are notoriously long and if they do not have enough space for the traffic line it gets backed up on the road, as seen at the Starbucks on Arizona. Retail on that corner is a good idea, but please justify (other than money) why it needs to be ANOTHER starbucks and drive thru instead of new local retail.

PECOS AND MCQUEEN RETAIL

Preliminary Development Plan

March 3, 2021

Development Team

Developer
Diversified Partners
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Mesa, AZ 85201

Rezoning Case Number: PLH20-0023

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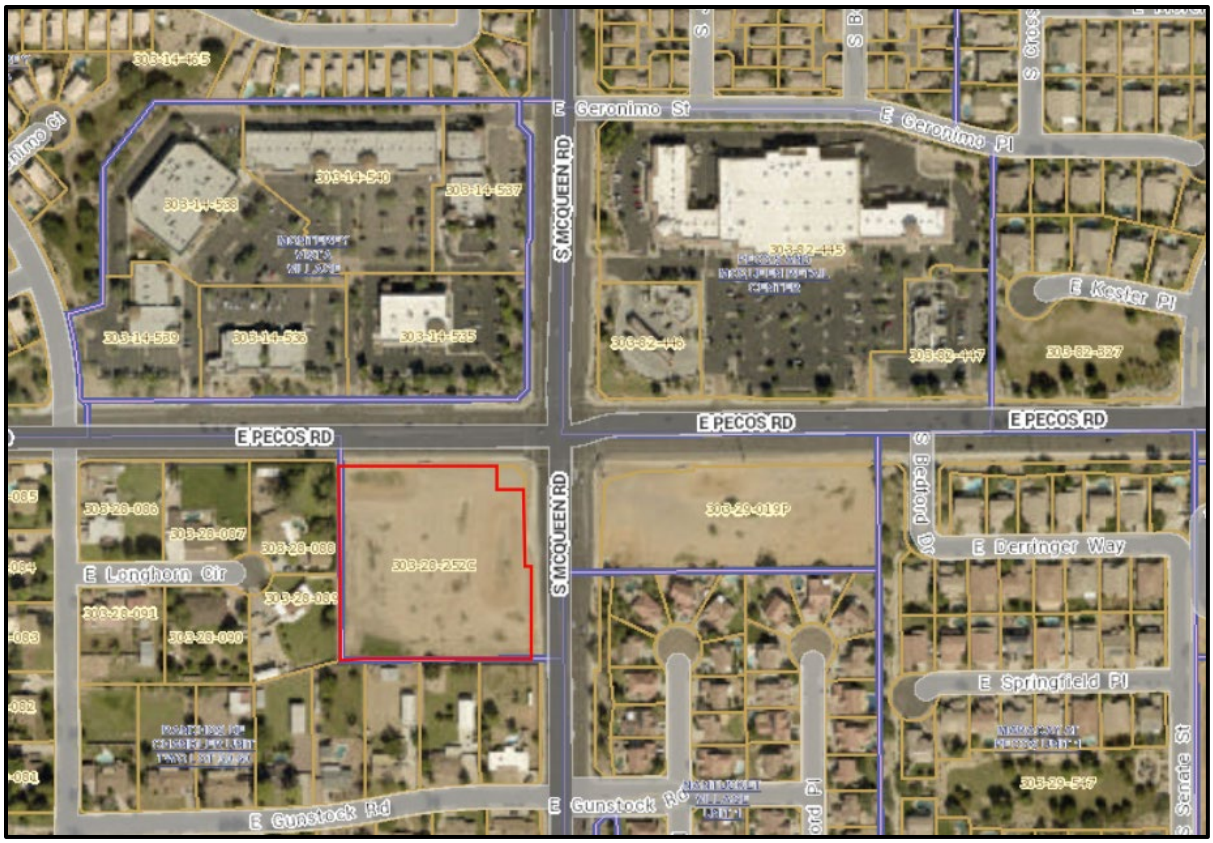
1. Narrative

INTRODUCTION

Pew & Lake, PLC, on behalf of Diversified Partners, LLC, is pleased to submit this project narrative and related exhibits in support of developing 3.54 net acres of vacant real property located at the southwest corner of Pecos Road and McQueen Road in Chandler, Arizona (APN 303-28-252C). The development would provide 18,106 sq. ft. of commercial improvements with neighborhood commercial (C-1) type uses as more fully described in this narrative.

Both the northwest and northeast corners of the busy Pecos Road and McQueen Road intersection are already developed with commercial retail and the southeast corner is currently vacant but has commercial C-2 zoning. Figure 1 below provides an aerial of the subject property and surrounding areas.

Figure 1 – Site Aerial



REQUESTS

The specific requests to the City of Chandler include the following:

1. Rezone the property from AG-1 to PAD with Neighborhood Commercial (C-1) Uses; and

2. Obtain approval of:

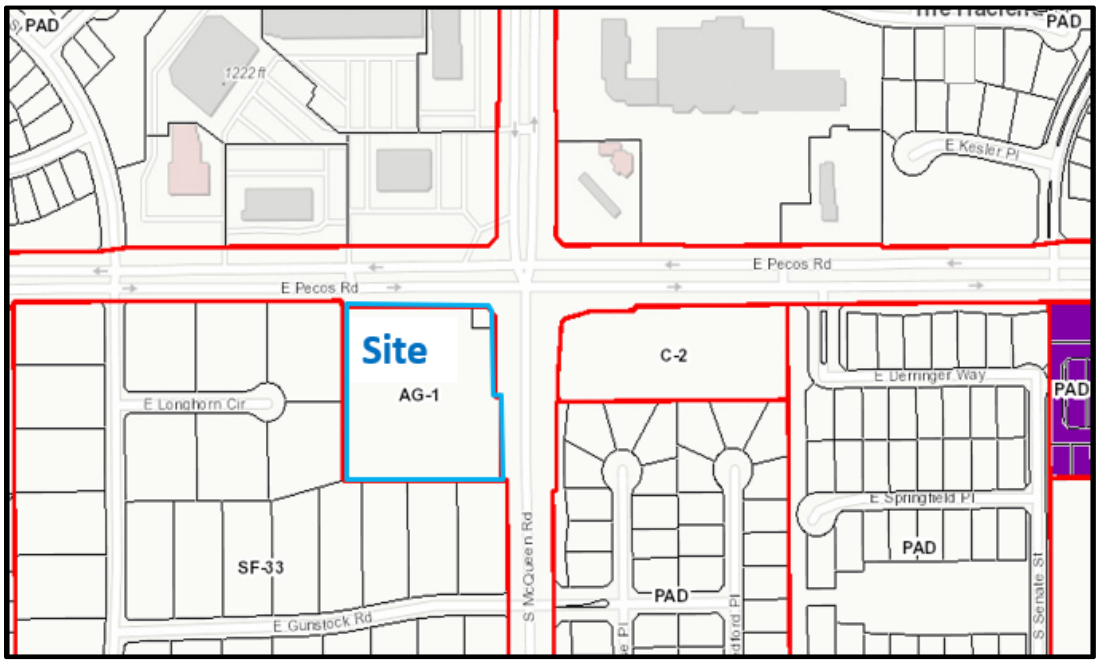
   (a) a new Preliminary Development Plan ("PDP") for approximately 18,106 sq. ft. of commercial improvements, including: (i) a 2,306 sq. ft. Starbuck's restaurant with a drive-through and patio, (ii) a 2,800 sq. ft. restaurant pad with a drive-through, and (iii) a 13,000 sq. ft. daycare building, including site layout and building architecture; and

   (b) a waiver to the amount of minimum square footage that must be constructed in the first phase of construction due to the unique conditions and small size of the property (See Section 35-1902(8)(c)(2)).

SITE CONDITIONS AND SURROUNDING PROPERTIES

As noted, the property is located at the southwest comer of Pecos Road and McQueen Road, which are two significant arterial roads in the City of Chandler. The property is also approximately one-half mile north of the McQueen Road and Loop 202 Freeway interchange. The site is unremarkable in its topography and has been vacant for decades, which is why it still holds its AG-1 zoning status from when this property was annexed into the City of Chandler. The current zoning in the area is provided on Figure 2 below.

Figure 2 – Existing Zoning Map



To the south and west of the property is existing single-family residential homes that exist on property that is zoned SF-33. A table providing additional information on the surrounding uses is provided below.

Figure 3 – Surrounding Uses Table

Direction	General Plan/Area Plan Designation	Existing Zoning	Existing Use
North	Neighborhood/Residential Low-Density (0-6 DU/Acre)	PAD	Pecos Road/CVS Pharmacy/Various Retail
East	Neighborhood	C-2 and PAD	McQueen Road/Vacant/Single-Family Residences
South	Neighborhood	SF-33	Single-Family Residences
West	Neighborhood	SF-33	Single-Family Residences
Project Site	Neighborhood	AG-1	Vacant

PROJECT DESCRIPTION

As seen on the proposed site plan in Figure 3 on the next page, the 3.54 acre site is intuitively designed to support commercial uses by encouraging direct access from both Pecos Road and McQueen Road. The proposal includes approximately 18,106 sq. ft. of commercial improvements, more specifically (i) a 2,306 sq. ft. Starbuck's restaurant with a drive-through, (ii) a 2,800 sq. ft. restaurant pad with a drive-through, and (iii) a 13,000 sq. ft. daycare building.

Proposed Uses

Demand for drive-through uses at this location is largely driven by the site's prime position in relation to the Loop 202 Freeway. Starbucks coffee is a primary component of the development of this site and has completed its due diligence to identify the site as a premier development location.

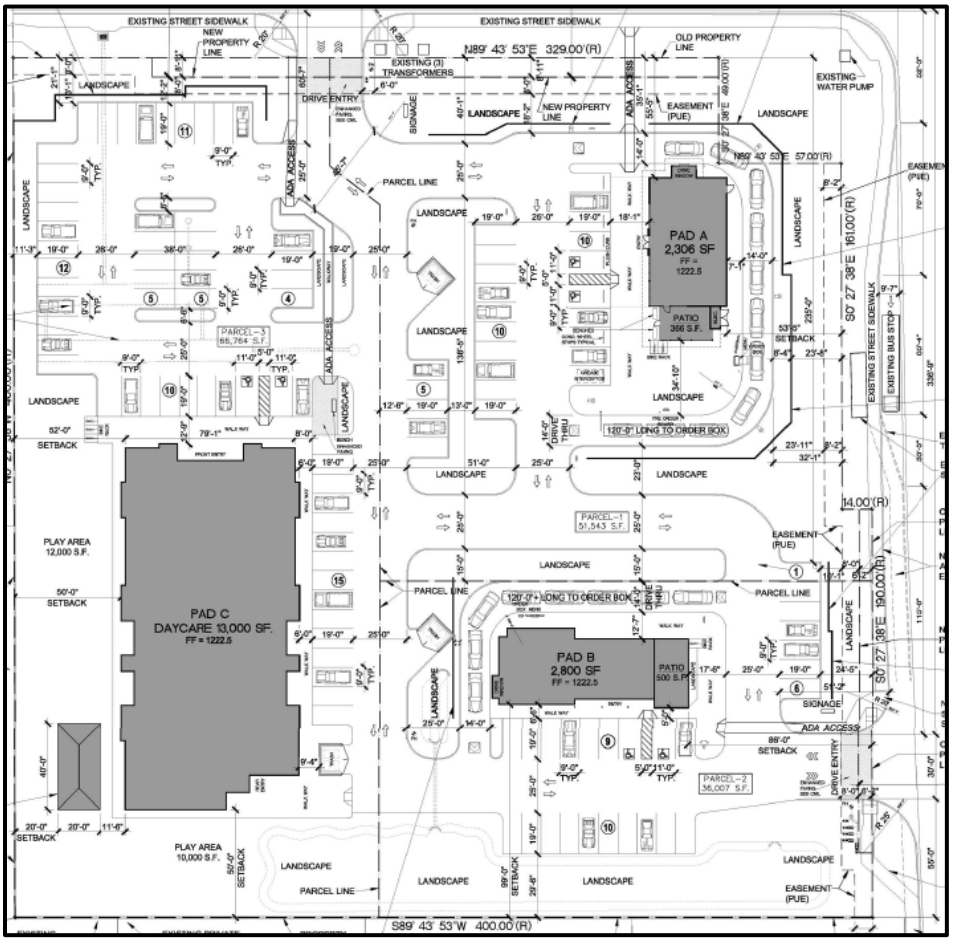
A day care use at this site will support surrounding Chandler residents who need childcare assistance as they work at various industrial and commercial businesses in the larger area. The day care building is located in the southwest corner of the site to help shield the building from noise already emanating from the busy arterial streets and will help provide an appropriate transition from the uses occurring on this site to surrounding residential. The residential properties adjacent to the day care building all built their homes over 50 feet from the shared property line. With the additional 50 feet setback provided to the daycare building, in addition to the to-be-built 8-foot wall, the buffer to surrounding properties is more than adequate.

The day care is designed for walk-in drop-off of children with parking provided directly adjacent to building entrances. Regular daytime hours are proposed for day care operators. The anticipated number of children and childcare specialists is not known at this time but will comply with local and state rules including occupancy limits.

The proposed site plan shows building setbacks in excess of 50 feet on the side and rear of the project. These building setbacks conform with typical C-1 building setbacks per Chandler Zoning Code Section 35-1902(8)(a) which requires 43 feet (25 feet plus 18 feet for the height of the building). Please note that a shade structure to be used in conjunction with the daycare building is shown 20 feet off the property boundary. The developer requests flexibility with the location of the shade structure so long as the structure is placed in conformance with Chandler Zoning Code. The shade structure, though not considered a building under Chandler definitions, is being located 20 feet from the property line to meet the intent of Chandler Zoning Code Section 35-1203(3) which requires a minimum twenty-foot side yard for commercial development.

Given the size of this lot, it certainly does not make sense to develop with AG-1 uses, nor to develop it with residential uses. The best use for this land is something consistent with C-1 uses. The conceptual Site Plan is shown in Figure 4 below.

Figure 4 – Conceptual Site Plan



Circulation

Ingress and egress to the property will be from the adjacent arterial streets. Given the relatively small size of the site, traffic generated from this site will not appreciably impact adjacent businesses or neighborhoods.

A traffic study was performed to analyze the traffic impacts from the proposed development and to also analyze the traffic impacts absent the proposed development. In sum, the traffic engineer has proposed traffic light signal timing changes at the Pecos and McQueen intersection to mitigate existing and anticipated deficiencies. Additionally, the new northbound left turn lane on McQueen necessitates that the southbound left turn queuing lane on Gunstock be reduced to 100 feet which will still sufficiently accommodate the existing and anticipated traffic. The measures suggested in the traffic analysis have been incorporated into the site plan and will sufficiently mitigate traffic impacts.

Internal site circulation includes a coordinated 25-foot wide drive aisle which connects Pecos Road to McQueen Road with an additional loop providing access to the drive-through entrances and parking areas. A logical flow of drive-thru entries and exists will make for harmonious development.

Phasing

The project is anticipated to be built in phases with Phase 1 including construction of the Starbucks improvements along with offsite improvements, perimeter landscaping and construction of the main drive aisle. The development of pads B and C from the site plan will follow but will be landscaped with decomposed granite, certain curb finishes, and placement of shrubbery as shown on the Phasing Plan exhibit attached to this submittal.

Parking

The total number of required parking spaces on site is 101 and the total provided is 112. This meets the requirement for a parking ratio of 5.5 spaces per 1,000 SF of building area for shopping centers under 10 acres (6.8 spaces per 1,000 SF provided). Patron parking is placed near buildings so that significant walking is not required. Overall, the site parking satisfies the code and is suitable for business purposes.

Architecture

The proposed single-story buildings reflect a high-quality building façade which establishes a modern design theme which is complementary with the existing developments across Pecos Road. Balanced use of stucco, glass and brick helps to enhance the overall project.

The buildings have been carefully designed to ensure compliance with the City of Chandler's Architectural Standards. The intent of the design is to provide a creative, innovative, and pedestrian friendly space for all visitors. The building materials have been carefully chosen to provide a heightened design aesthetic on all four sides of the building. More than just aesthetics, these materials will provide the building with minimal maintenance over the long term and will be a timeless structure for many years to come.

The building utility, roof drainage and roof top mechanical units, have been integrated into the building to help clear away some of the less attractive utilities a building requires to function. While these utilities need to be accessible, the design uses parapet screens, landscaping or door panels to mask their appearance. Overall, the building design includes an attractive modern look and appropriately screens utility and mechanical units.

Landscape and Open Space

Landscaping is provided along the site's exterior boundaries. Please note that the proposed daycare building is setback more than 50 foot from the adjacent property lines and will include appropriately sized trees, as an additional means of screening. The proposal, as a whole, has been designed to fit the site and mitigate against any potential impacts on adjacent properties. The site plan complies with the arterial building and landscaping setbacks. Strategically locating the buildings, landscaping and decorative screen walls will also help reduce noise heard from residents emanating from this busy intersection.

The 50-foot landscape area continues along most of the southern boundary before transitioning to a 29-foot area to accommodate parking and expanding again to 50 foot as it approaches McQueen. There is a 99-foot building setback to Pad B which provides significant buffering for the benefit of the residences to the south.

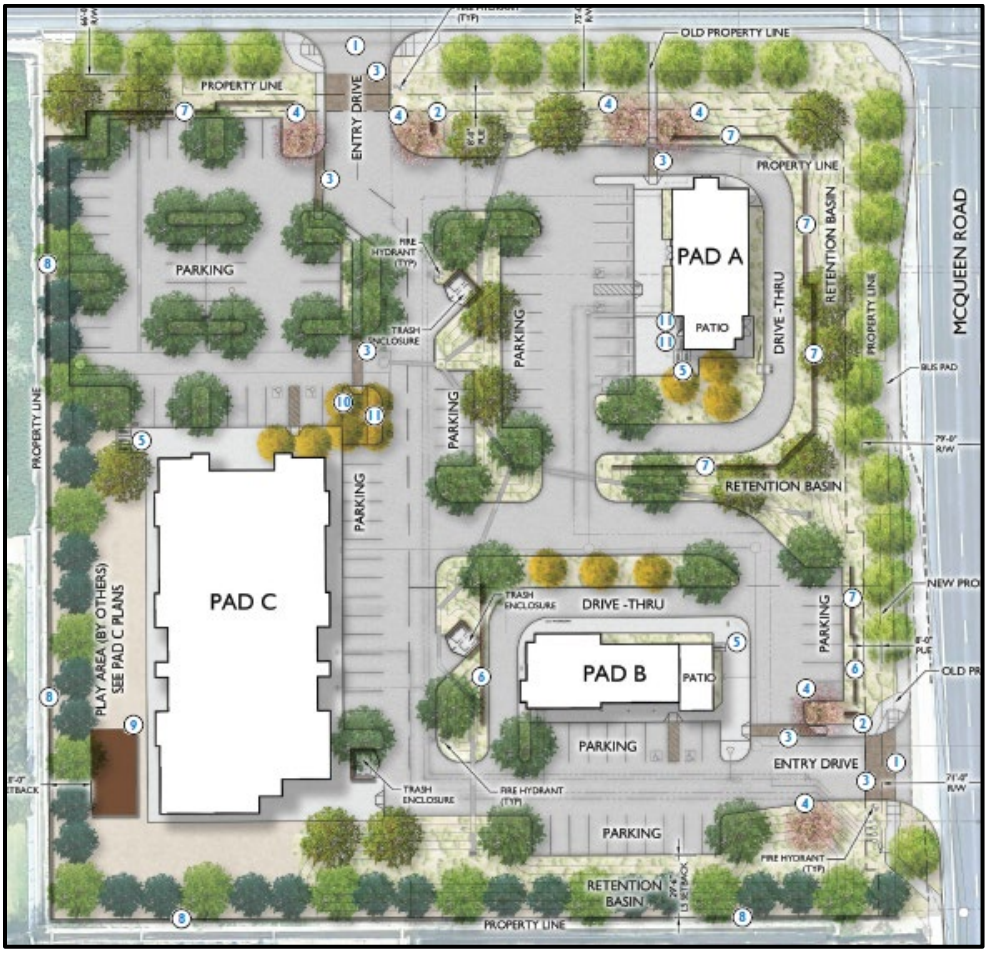
The landscape plan will incorporate arid-region, drought-tolerant trees, shrubs, cacti and ground covers, all from the City of Chandler's Approved Plant List, to provide shade, seasonal color and interesting textures, enhance positive views and screen negative views and enhance the visitor's experience at the restaurants.

An active irrigation ditch is located on the surrounding residential properties adjacent to the entire property line on the south and west, but not on the subject site. An 8-foot block wall will be built along the property line which will protect the irrigation ditch, ensure the safety of commercial patrons and provide a nice buffer for existing residents. Access to the irrigation ditch will not be affected by the wall as the ditch remains solely on the resident's properties.

We note that the City of Chandler currently owns the immediate corner of the McQueen and Pecos Road intersection. The developer is in discussions with the City to add that small parcel to this plan. In any event, the developer is willing to landscape that area and include it on the final landscape plan.

A conceptual Landscape Plan illustrating perimeter landscape intent along with the mixture of plants and materials on the site is shown in Figure 5 on the next page. We note that the Landscape Plan which will be approved by the Planning Commission will accurately align with the Site Plan shown in Figure 4 and attached to this submittal.

Figure 5 – Conceptual Landscape Plan



Hours of Operation

The development intends to accommodate the Starbucks which is a late hour business occupancy as defined under City of Chandler late night policy. Starbucks drive-throughs may be open from as early as 4:30am to as late as 10:00pm. Under the policy, a "late-night policy" exception is necessary because the drive-through will be open from 4:30am to 6:00am. Our belief is that an exception for an earlier opening is better received than an exception for staying open later.

Early morning use at the Starbucks will primarily be devoted to users who are circulating the drive-through. Therefore, a negligible amount of noise is being added because there is not significant car starting, doors closing, etc. occurring. During certain times of the year the sun has already risen during a portion of these hours which makes headlight glare less of an issue. The proposed 8-foot walls and distance of separation will eliminate the potential effects of headlight glare. With regard to traffic, users of the Starbucks are considered "pass-by" users because Starbucks is not an end destination but rather is typically used as patrons "pass-by" in route to work or other obligations. Site maintenance activities such as waste pick-up or landscaping are not anticipated to fluctuate based on a 4:30am store opening.

Given the minimal impact of Starbuck's being open from 4:30am as opposed to opening at 6:00am and the efforts to protect neighbors already in place under the development plan, we propose that the site be approved to conduct business from 4:30am to 6:00am (and continuing until closing at 10 pm) under the City late hours policy.

Signage

Signage for the property is provided through the comprehensive sign package that accompanies this submittal. All signs shall be consistent with the architectural style and colors of the main buildings.

A total of three (3) freestanding monument signs for the entire site are anticipated with monument tenant signs placed on each arterial street frontage near the main entrances and one sign featuring the generic name of the center at the arterial corner. The monument signs will be shared by the various users of the site. The design of these monument signs will match the building architecture and will be placed out of all sight visibility triangles and out of public right-of-way. In addition to the monument signs, it is anticipated that there will be wall signage on the buildings.

The drive-through menu boards will be located out of the view of any of the adjacent residential property owners and will also be constructed of the same materials and colors as the primary building they are servicing. Finally, we anticipate that there will also be smaller signage on the windows and buildings stating hours of operation, business logos and products, along with parking and directional signage.

If a daycare is developed on site then additional directional signage will be provided to mitigate the traffic flow and ensure daycare patron safety.

Neighborhood Outreach

This project, including the proposed uses, development standards, circulation plan, and other details, was presented to neighbors at a July 21, 2020 neighborhood meeting. Neighbors were given an opportunity to ask questions about the development and to voice any concerns. No major concerns were raised by neighbors and questions about traffic, building height, and treatment of the existing irrigation ditch were sufficiently answered. There is no know opposition to the case.

DEVELOPMENT STANDARD DEVIATIONS

We kindly ask for the following Site Development Waivers as part of our PDP request:

1. Chandler Zoning Code, Section 35-1902(8)(c)(2), requires each developer to construct a minimum of 12,000 sq. ft. in the first phase of any project on sites less than ten (10) acres in size. Due to the unique nature of this site, its location and the uncertainty of timing of construction, we are requesting a waiver to this requirement to allow the construction of the Starbucks building only in the first phase of development as allowed under Section 35-1902(8)(c)(3). The daycare building and other restaurant pad, along with their associated on-site improvements, driveways and landscape, will be constructed as soon as market conditions dictate.

At 3.54 acres, this site is relatively small compared to typical commercial developments and insufficient to allow a larger planned center. For example, the sites directly north of Pecos Road are approximately 12.7 and 10.7 acres respectively. The small size of the site restrains it to only having space for around three buildings. Full buildout of the site is necessary for the developer, but timing of that buildout can vary according to market demand. Developers of these smaller sites often need to develop cash flow before completing buildout of a site.

Development of the Starbucks building, along with associated open space, parking and drive aisles, will attract users to the site given its popularity and credible brand. The potential operation of a lone Starbuck's building will improve the now vacant site and not create an undue amount of vacant land.

2. Chandler Zoning Code, Section 35-1902(4)(a)(2)(a), requires arterial intersections to provide a landscape setback measuring 50 feet from the right-of-way for a distance of 250 feet along both arterial streets. Due to the small size of the commercial site, anticipated right-of-way dedications, the Planning Commissions preference for the Starbuck's to be moved to the arterial corner, and the limited locations where drive aisles can be placed, a waiver to this requirement is being sought to allow for a landscape setback which provides a 26'2" landscape setback along Pecos Road. This landscape setback will be continued for 223'6" parallel along Pecos Road. Along McQueen Road, the request is for a 32'11" landscape setback standard which will continue for 226'1". We note that additional landscape will be provided within the ROW which provides for an as-built condition more than 50 feet along Pecos and approximately 46 feet along McQueen. There are no site visibility conflicts and the ROW landscape ensures the intent of the setback is met.

GENERAL PLAN CONFORMANCE

The proposed development concepts are consistent with the intent of the City of Chandler General Plan. The area is designated as Neighborhood under the General Plan which allows for neighborhood commercial uses. Neighborhood commercial uses are primarily encouraged "at the intersection of major arterial roads and other strategically situated areas to serve the commercial needs of the low-density residential areas." See Chandler General Plan 2016 page 17.

In this case, the compatibility with and transition from surrounding commercial and residential properties warrants approval. As illustrated in the surrounding uses table, the site is a bypassed parcel located between land uses which vary from single-family residence to Community Commercial (C-2). Additionally, the projects generous building setbacks and attention to appropriate transitions, including the use of landscaping, merit approval.

The proposed development is highlighted by its achievement of the following Community Placemaking Policies in the General Plan:

Land Use and Development (Section 1.1.1.a) Emphasize developing a balance of land uses that support community building and a healthy lifestyle while ensuring a positive overall community benefit.

As stated above, neighborhood commercial is encouraged at the intersections of major arterial roads and areas where the low-density residential uses need commercial uses. The major arterial intersections within 1 mile of the site do not have commercial uses. Therefore, providing additional commercial uses on this corner will contribute to providing needed services to residences in the area and will be appropriately grouped together.

Land Use and Development (1.1.1.f) Encourage compatible infill projects.

The site could be considered infill because it is surrounded by development on three sides which has existed for at least 15 years. The site has lain vacant for these years while surrounding parcels have developed.

Design and Aesthetics (1.1.3.f) Continue to promote excellence in building and site design.

The quality of elevations is illustrated with the Starbuck's renderings provided. The Starbuck's brand requires high-quality architecture which utilizes various materials in a visually attractive way. The site design is intuitive and promotes effective traffic flow and access to site offerings.

Building a World-Class Economy (1.5.b) Continue to optimally use remaining vacant land to ensure the highest and best use for economic opportunities.

This proposal is the highest and best use for the land because it presents a financially feasible development that promotes practical development of the land, and much better than what could be developed using the AG-1 development standards.

Building a World-Class Economy (1.5.h) Continue to encourage and facilitate the redevelopment or reuse of vacant or deteriorating commercial properties.

This long vacant parcel is now ready for commercial development. Market demand justifies utilization of the parcel.

PAD REZONING ANALYSIS

This development meets the intent, objectives, and general requirements of the PAD designation based on its innovative site planning, usable open space, fulfillment of General Plan policies, and maintenance of reasonable quality of living standards.

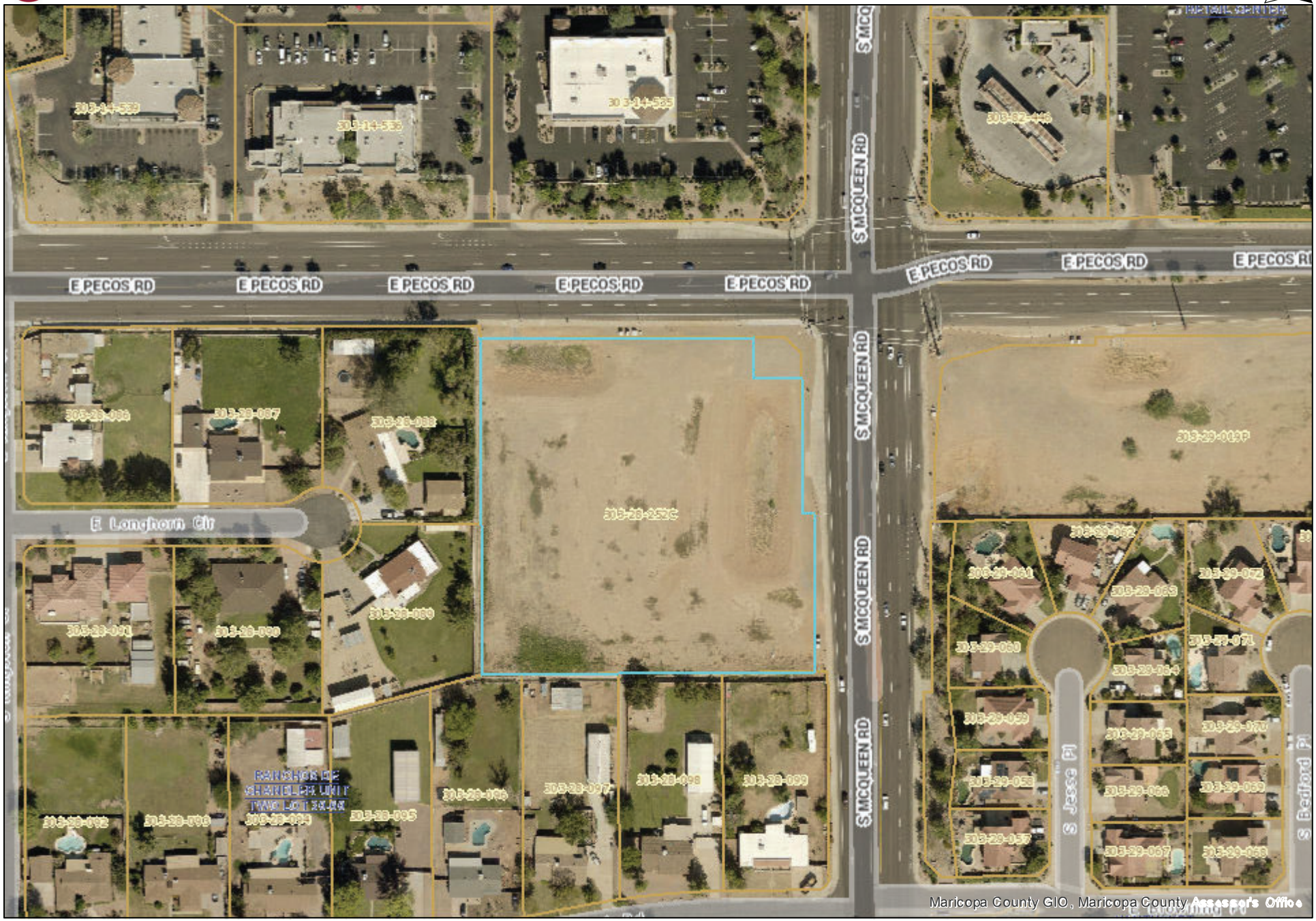
Adjacent to the site and within the immediate surrounding area, there are various commercial developments with zoning congruent with this proposal. The proposed development will integrate into the surrounding area and enhance growth patterns in this area while maintaining appropriate transitions to existing residential development.

CONCLUSION

In summation, the development team has worked to provide a high-quality comprehensive development plan for this bypassed parcel. The ultimate development of this site will provide an excellent opportunity to offer much needed neighborhood facilities and provide a visually appealing project on this corner that has remained vacant for decades.

2. Aerial Map

Map



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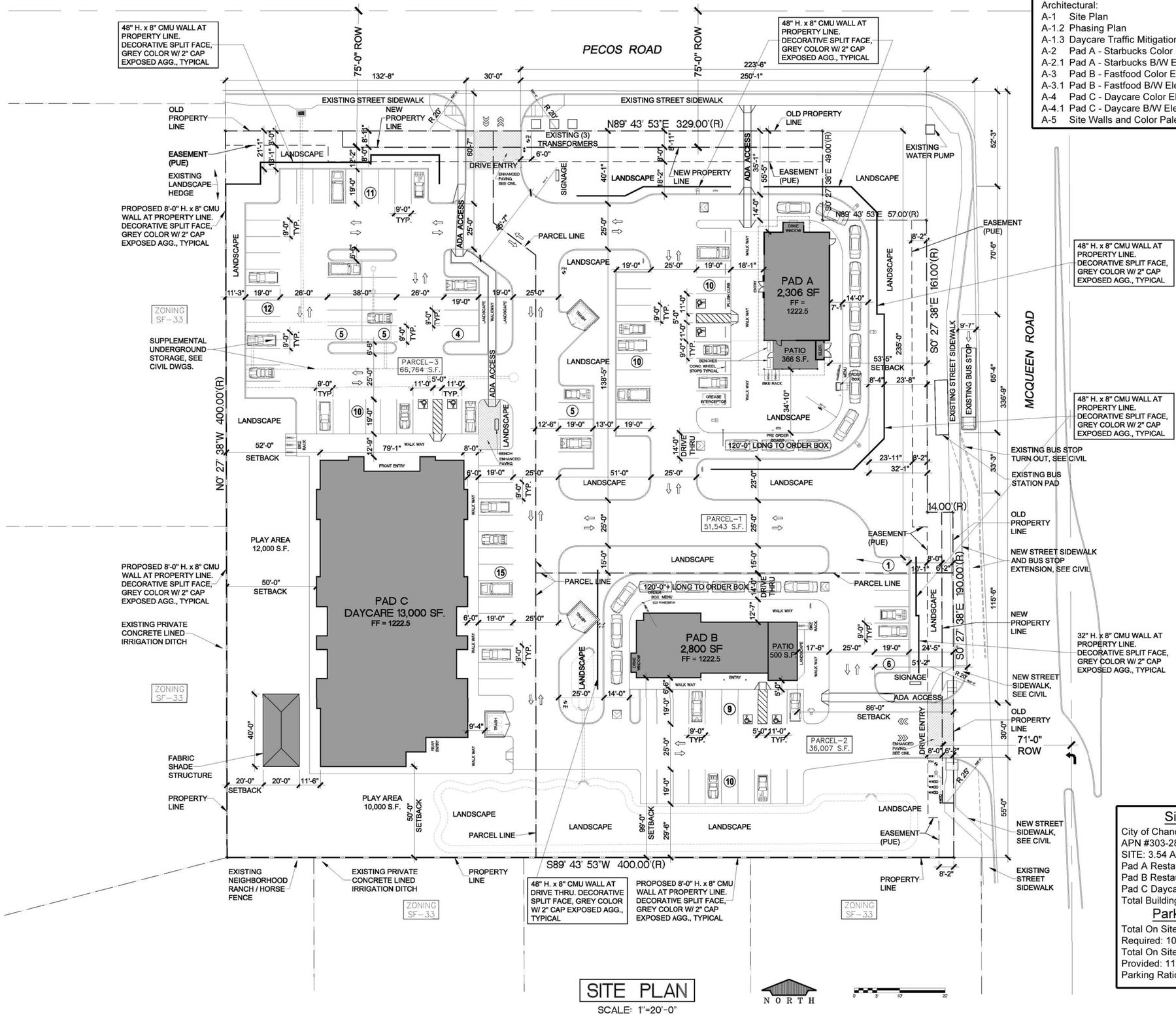
3. Conceptual Site Plan



SITE PLAN

SCALE: 1"=20'-0"

NORTH

0 5 10 20

Drawing Index

Architectural:

A-1 Site Plan
A-1.2 Phasing Plan
A-1.3 Daycare Traffic Mitigation
A-2 Pad A - Starbucks Color Elevations
A-2.1 Pad A - Starbucks B/W Elevations / Plan
A-3 Pad B - Fastfood Color Elevations
A-3.1 Pad B - Fastfood B/W Elevations / Plan
A-4 Pad C - Daycare Color Elevations
A-4.1 Pad C - Daycare B/W Elevations / Plan
A-5 Site Walls and Color Palette

Site Data

City of Chandler
APN #303-28-252C
SITE: 3.54 Acres (154,268 SF)

Pad A Restaurant:	2,306 SF
Pad B Restaurant:	2,800 SF
Pad C Daycare:	13,000 SF
Total Buildings (3):	18,106 SF

Parking Data

Total On Site Parking Required: 101 Cars
Total On Site Parking Provided: 112 Cars
Parking Ratio 6.18 Per 1,000 SF

PECOS AND McQUEEN RETAIL

NEW BUILDINGS for

at

PECOS ROAD and McQUEEN ROAD (SOUTHWEST CORNER LOT)
CHANDLER, ARIZONA 85225

RS SHERMAN ARCHITECTURE
a professional corporation
2804 GOLFSIDE DRIVE
Las Vegas, Nevada 89134
(702) 321-4383

REGISTERED ARCHITECT 19208 ROBERT S. SHERMAN ARIZONA U.S.A. Date Signed

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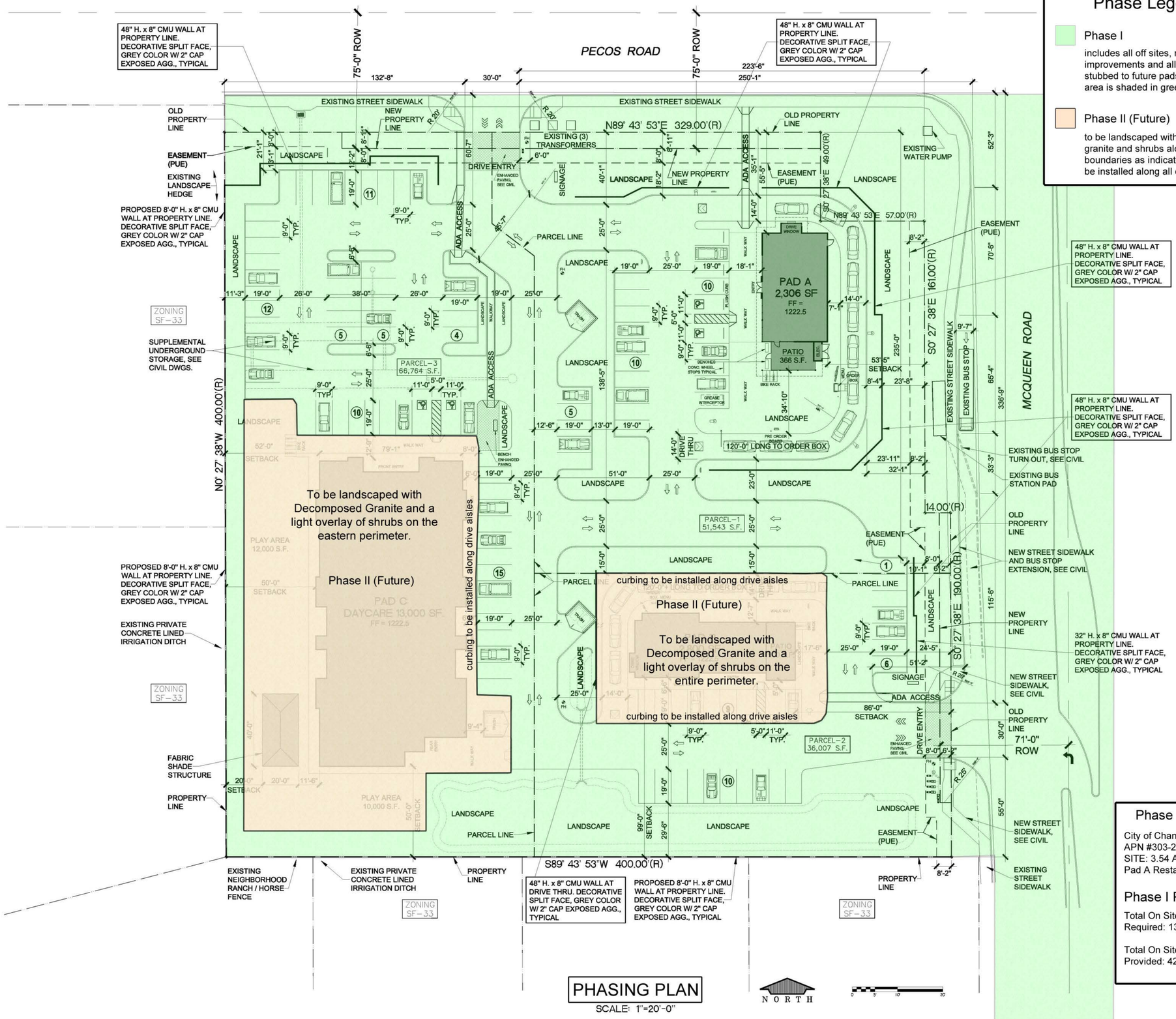
4. Conceptual Phasing Plan



PHASING PLAN

SCALE: 1"=20'-0"

N O R T H

0 5 10 20

Phase Legend

Phase I

includes all off sites, median improvements and all utilities stubbed to future pads. Phase 1 area is shaded in green.

Phase II (Future)

to be landscaped with decomposed granite and shrubs along the boundaries as indicated. Curbing to be installed along all drive aisles

Phase I Site Data

City of Chandler
APN #303-28-252C
SITE: 3.54 Acres (154,268 SF)
Pad A Restaurant: 2,306 SF

Phase I Parking Data

Total On Site Parking Required: 13 (5.5/1000)

Total On Site Parking Provided: 42 (18.21/1000)

PECOS AND McQUEEN RETAIL

NEW BUILDINGS for at
PECOS ROAD and McQUEEN ROAD (SOUTHWEST CORNER LOT)
CHANDLER, ARIZONA 85225

RS SHERMAN ARCHITECTURE
a professional corporation
2804 COLLSIDE DRIVE
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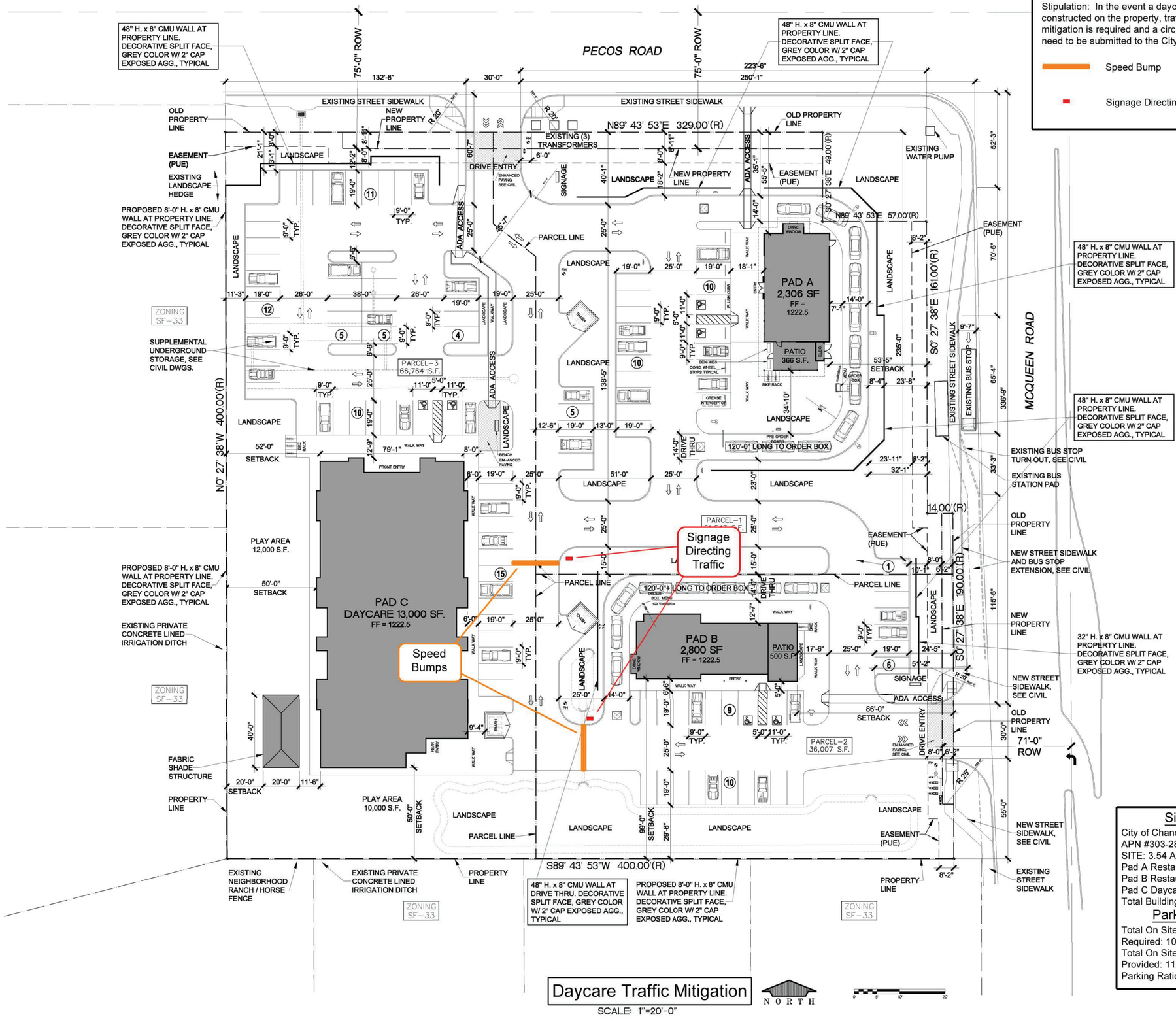
5. Conceptual Daycare Mitigation Measures



Daycare Traffic Mitigation

Stipulation: In the event a daycare use is constructed on the property, traffic calming mitigation is required and a circulation plan will need to be submitted to the City of Chandler.

Speed Bump

Signage Directing Traffic

Site Data

City of Chandler
APN #303-28-252C
SITE: 3.54 Acres (154,268 SF)

Pad A Restaurant:	2,306 SF
Pad B Restaurant:	2,800 SF
Pad C Daycare:	13,000 SF
Total Buildings (3):	18,106 SF

Parking Data

Total On Site Parking Required: 101 Cars
Total On Site Parking Provided: 112 Cars
Parking Ratio 6.18 Per 1,000 SF

Daycare Traffic Mitigation
SCALE: 1"=20'-0"

NORTH

NEW BUILDINGS for
PECOS AND McQUEEN RETAIL
at
PECOS ROAD and McQUEEN ROAD (SOUTHWEST CORNER LOT)
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REGISTERED ARCHITECT
19008
ROBERT S. SHERMAN
Date Signed
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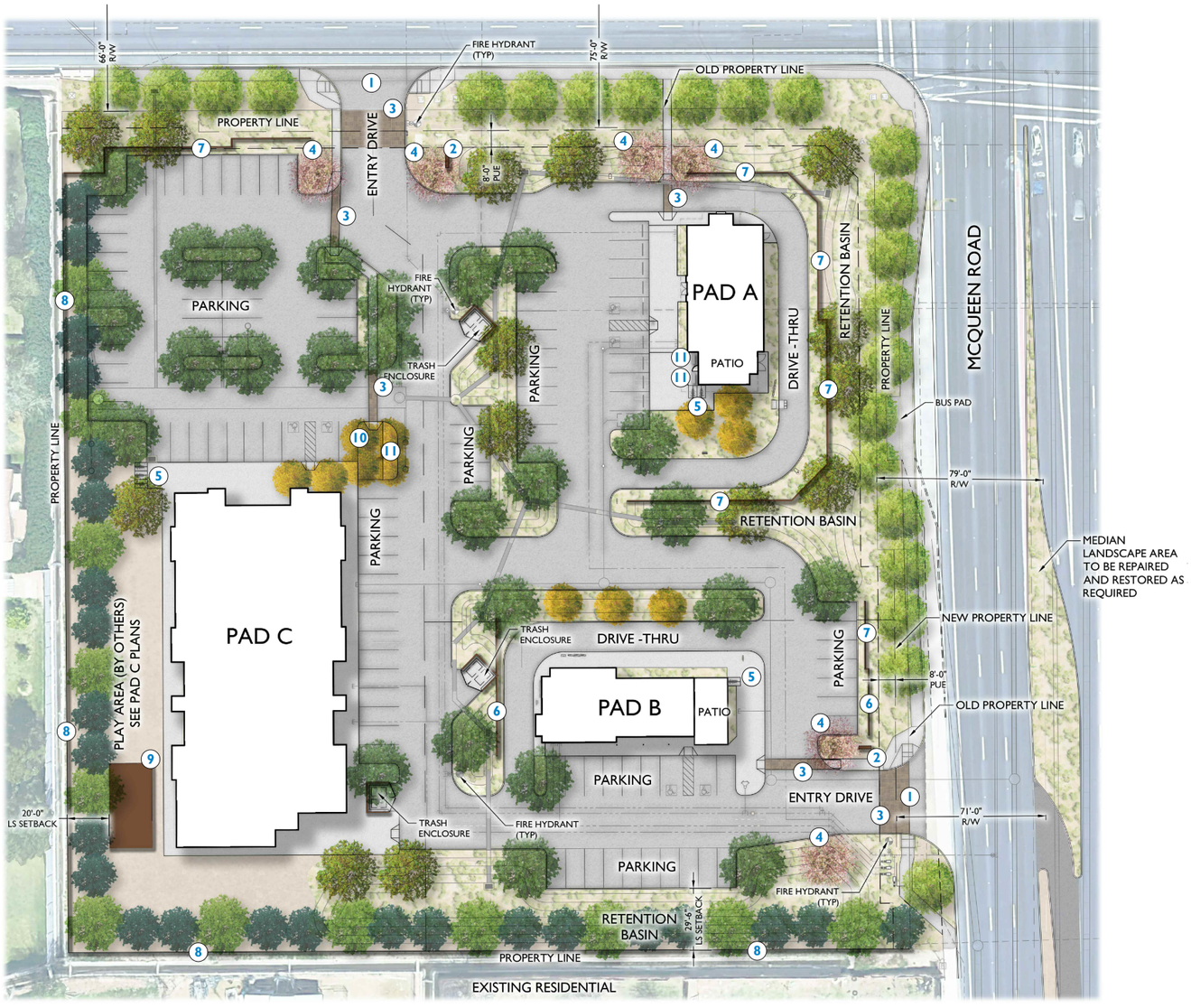
6. Conceptual Landscape Plan



NORTH

0' 15' 30' 60'

Scale: 1" = 30'-0"

KEYNOTES

1. ENTRY DRIVE
2. MONUMENT SIGNAGE, SEE ARCHITECTURE PLANS
3. DECORATIVE VEHICULAR PAVING (INTEGRAL COLOR CONCRETE)
4. ENTRY ACCENT PLANTING
5. BIKE RACK
6. 32" IN HEIGHT CMU PARKING SCREEN WALL, SEE ARCHITECTURE PLANS
7. 4' IN HEIGHT CMU PARKING SCREEN WALL, SEE ARCHITECTURE PLANS
8. 8' IN HEIGHT CMU WALL AT PROPERTY LINE, SEE ARCHITECTURE PLANS
9. FABRIC SHADE STRUCTURE, SEE ARCHITECTURE PLANS
10. DECORATIVE PAVING, SEE ARCHITECTURE PLANS
11. LANDSCAPE BENCH, SEE ARCHITECTURE PLANS

PLANT LEGEND

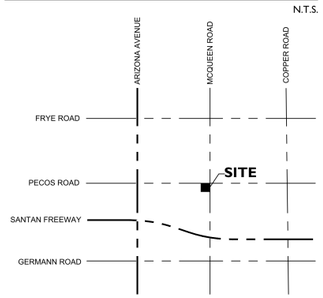
SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
TREES				
	Acacia farnesiana	Sweet Acacia	24" Box	14
	Acacia salicina	Willow Acacia	24" Box	25
	Caesalpinia cacalaco 'Smoothie'	Thornless Cascalote	24" Box	12
	Chilopsis linearis	Desert Willow	24" Box	6
	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	24" Box	23
	Parkinsonia Praecox	Palo Brea	24" Box	12
	Prosopis hybrid 'Phoenix'	Thornless Mesquite	24" Box	26

SHRUBS/ACCENTS	COMMON NAME	SIZE
Agave desmettiana	Smooth Agave	1 Gal
Dasylirion wheeleri	Desert Spoon	5 Gal
Hesperaloe parviflora 'Brakelights'	'Brakelights' Red Yucca	5 Gal
Justicia californica	Chuparosa	5 Gal
Larrea tridentata	Creosote Bush	5 Gal
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal
Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal
Opuntia violacea 'Santa Rita'	Purple Prickly Pear	5 Gal
Ruellia peninsularis	Desert Ruellia	5 Gal
Senna artemisiodes	Feathery Cassia	5 Gal
Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal
Sphaeralcea ambigua	Globe Mallow	1 Gal

GROUNDCOVERS	COMMON NAME	SIZE
Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal
Lantana montevidensis	Trailing Purple Lantana	1 Gal
Lantana x 'New Gold'	New Gold Lantana	1 Gal

MATERIAL LEGEND		QTY
Planting with Decomposed Granite	DG:1/2" Size - 2" Depth Color: Apache Brown	60,710 S.F.

VICINITY MAP



LANDSCAPE CALCULATIONS:

GROSS AREA:	167,495 S.F. (3.9 AC)
OFF-SITE LANDSCAPE AREA:	13,272 S.F.
NET SITE AREA:	154,268 S.F. (3.54 AC)
ONSITE LANDSCAPE AREA:	47,638 SF
SITE LANDSCAPE COVERAGE:	30%
TOTAL LANDSCAPE AREA:	60,710 SF

PLANT DATA:

STREET RIGHT OF WAY:	REQUIRED	PROVIDED
E. PECOS RD (313 LF) 1 TREE PER 30 LF	11 TREES	11 TREES
S. MCQUEEN (342 LF) 1 TREE PER 30 LF	12 TREES	12 TREES
LANDSCAPE BUFFER:	**REQUIRED**	**PROVIDED**
LANDSCAPE BUFFER (800 LF) 1 EVERGREEN TREE PER 20 LF	40 TREES	40 TREES
PARKING AREAS:	**REQUIRED**	**PROVIDED**
9' x 19' PARKING ISLANDS (22 EACH) 1 TREE PER ISLAND	22 TREES	22 TREES

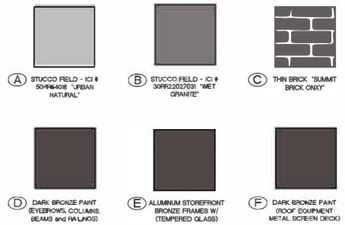
REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 40702 THOMAS E. SNYDER 03.05.2021

EPS GROUP

7. Conceptual Building Elevations and Floor Plans

EXTERIOR COLORS SCHEDULE.

PAD A (STARBUCKS):



EXTERIOR KEYNOTES.

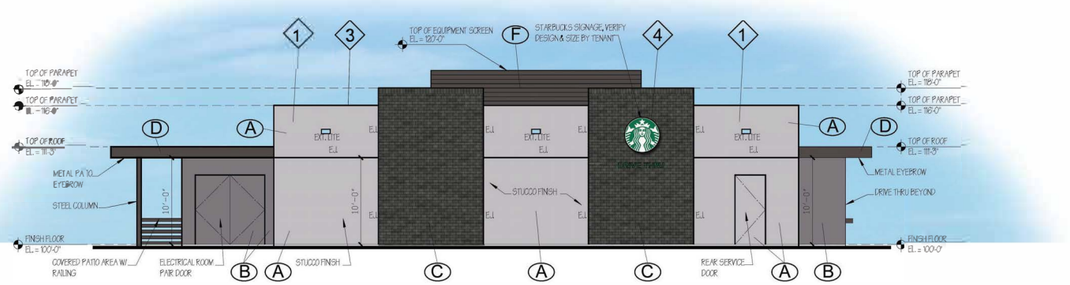
1. STUCCO, SAND FINISH
2. REVEAL JOINT, 1-1/2" WIDE, EXTRUDED ALUM. FRY REGLET DCS 50-150, DARK BRONZE ALUM. FINISH.
3. FLASHING, 24 GA., PAINT TO MATCH WALL
4. SIGNAGE BY TENANT

WEST ELEVATION

1/8"=1'-0"

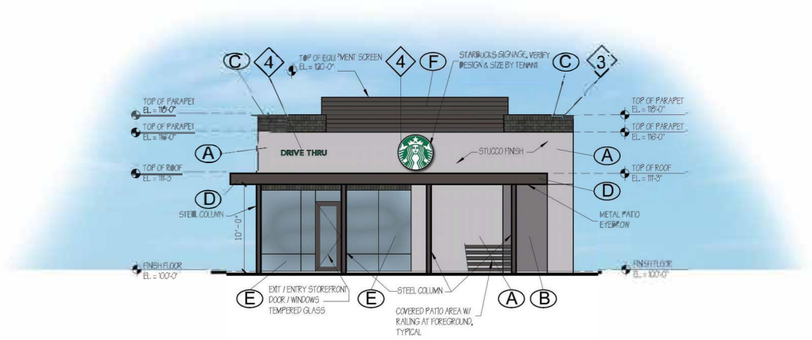
NORTH ELEVATION

1/8"=1'-0"



EAST ELEVATION

1/8"=1'-0"



SOUTH ELEVATION

1/8"=1'-0"

NEW BUILDINGS
for
PECOS AND McQUEEN RETAIL
at
PECOS ROAD and McQUEEN ROAD (SOUTHWEST CORNER LOT)
CHANDLER, ARIZONA 85225

RS SHERMAN ARCHITECTURE
a professional corporation
2804 GOLFSIDE DRIVE
Las Vegas, Nevada 89134
(702) 321-4383

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EXTERIOR COLORS SCHEDULE

PAD B (FASTFOOD):

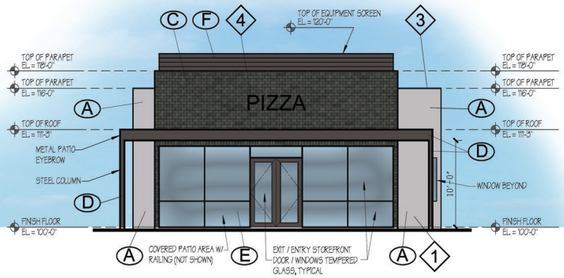
(A) STUCCO FIELD - ICI # 50RR54018 "URBAN NATURAL"	(B) STUCCO FIELD - ICI # 30RR22027031 "WET GRANITE"	(C) THIN BRICK "SUMMIT BRICK ONYX"
(D) DARK BRONZE PAINT (EYEBROWS, COLUMNS, BEAMS and RAILINGS)	(E) ALUMINUM STOREFRONT BRONZE FRAMES W/ (TEMPERED GLASS)	(F) DARK BRONZE PAINT (ROOF EQUIPMENT METAL SCREEN DECK)

EXTERIOR KEYNOTES

1. STUCCO, SAND FINISH
2. REVEAL JOINT, 1-1/2" WIDE, EXTRUDED ALUM. FRY REGLET DCS 50-150, DARK BRONZE ALUM. FINISH.
3. FLASHING, 24 GA., PAINT TO MATCH WALL
4. SIGNAGE BY TENANT

NORTH ELEVATION

1/8"=1'-0"



EAST ELEVATION

1/8"=1'-0"

SOUTH ELEVATION

1/8"=1'-0"

WEST ELEVATION

1/8"=1'-0"

NEW BUILDINGS
for
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CHANDLER, ARIZONA 85225

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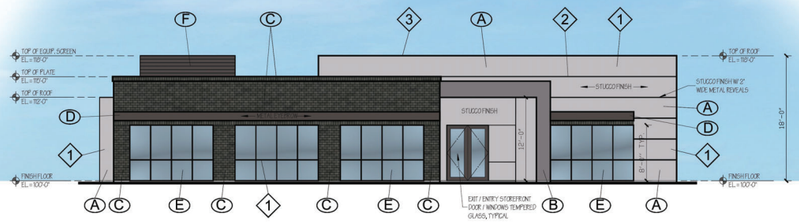
EXTERIOR COLORS SCHEDULE

PAD C (DAYCARE):

(A) STUCCO FIELD - ICI # 50RR54209 "URBAN NATURAL"	(B) STUCCO FIELD - ICI # 30RR22027020 "WET GRANITE"	(C) THIN BRICK "SUMMIT BRICK ONYX"
(D) DARK BRONZE PAINT (EYEBROWS, COLUMNS, BEAMS and RAILINGS)	(E) ALUMINUM STOREFRONT BRONZE FRAMES W/ (TEMPERED GLASS)	(F) DARK BRONZE PAINT (ROOF EQUIPMENT METAL SCREEN DECK)

EXTERIOR KEYNOTES

1. STUCCO, SAND FINISH
2. REVEAL JOINT, 1-1/2" WIDE, EXTRUDED ALUM. FRY REGLET DCS 50-150, DARK BRONZE ALUM. FINISH.
3. FLASHING, 24 GA., PAINT TO MATCH WALL
4. SIGNAGE BY TENANT



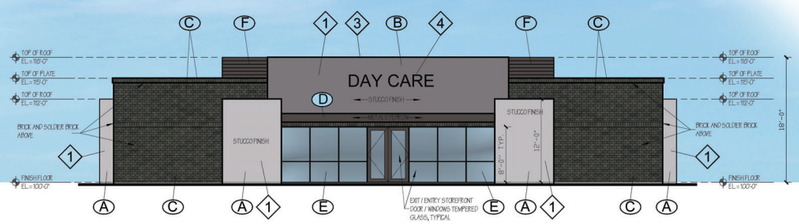
SOUTH ELEVATION

1"=10'-0"

EAST ELEVATION

WEST ELEVATION SIMILIAR

1"=10'-0"



NORTH ELEVATION

1"=10'-0"

NEW BUILDINGS
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PECOS AND McQUEEN RETAIL
at
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CHANDLER, ARIZONA 85225

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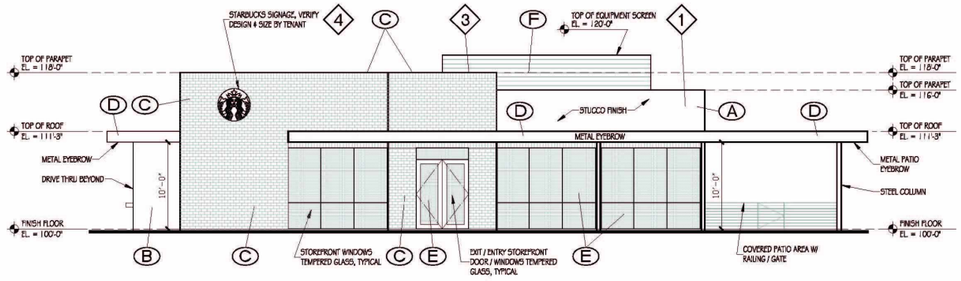
EXTERIOR COLORS SCHEDULE

PAD A (STARBUCKS):

- (A) STUCCO FIELD - ICI # 50RR54018 "URBAN NATURAL"
- (B) STUCCO FIELD - ICI # 30RR22027031 "WET GRANITE"
- (C) THIN BRICK "SUMMIT BRICK ONYX"
- (D) DARK BRONZE PAINT (EYEBROWS, COLUMNS, BEAMS & RAILINGS)
- (E) ALUMINUM STOREFRONT BRONZE FRAMES W/ (TEMPERED GLASS)
- (F) DARK BRONZE PAINT (ROOF EQUIPMENT METAL SCREEN DECK)

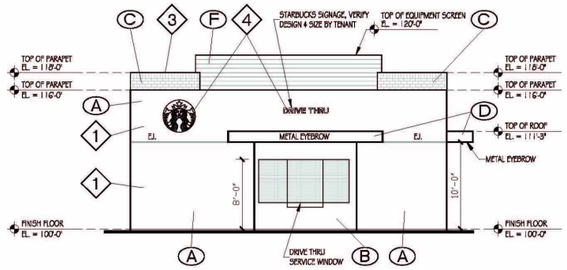
EXTERIOR KEYNOTES

- (1) STUCCO, SAND FINISH
- (2) REVEAL JOINT, 1-1/2" WIDE, EXTRUDED ALUM. FRY REGLET DC5 50-150, DARK BRONZE ALUM. FINISH.
- (3) FLASHING, 24 GA., PAINT TO MATCH WALL
- (4) SIGNAGE BY TENANT



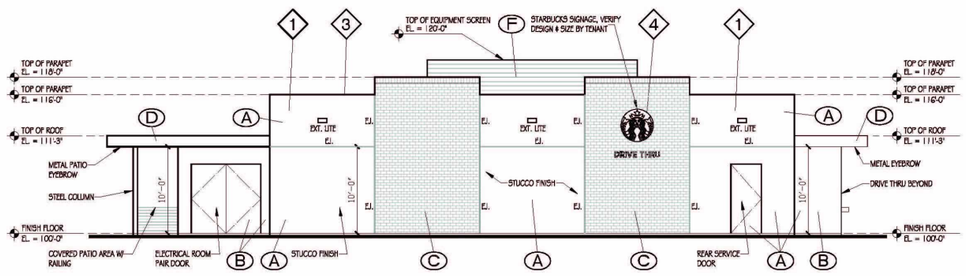
WEST ELEVATION

1/8"=1'-0"



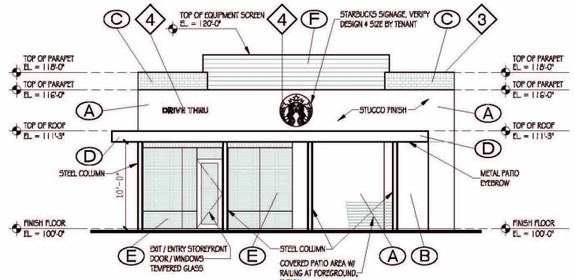
SOUTH ELEVATION

1/8"=1'-0"



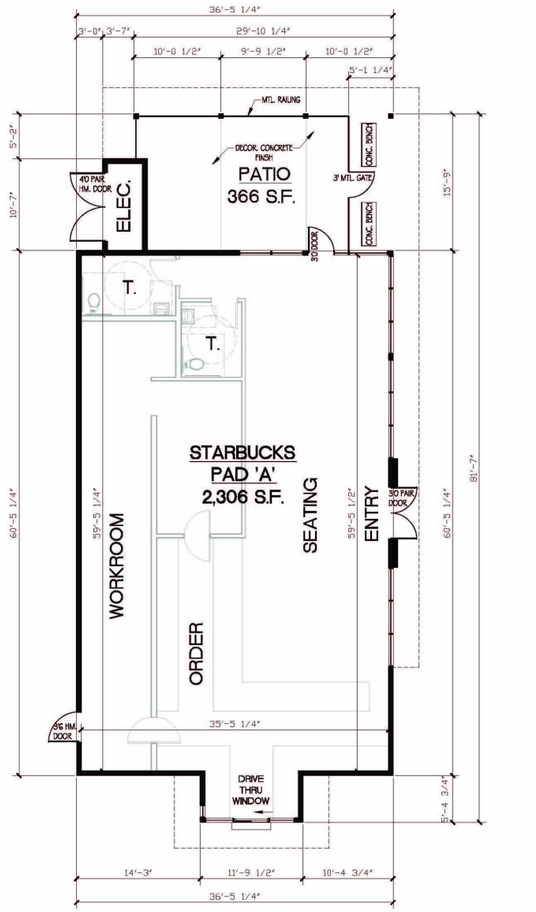
EAST ELEVATION

1/8"=1'-0"



NORTH ELEVATION

1/8"=1'-0"



FLOOR PLAN

1/8"=1'-0"

NORTH

NEW BUILDINGS
for
PECOS AND McQUEEN RETAIL
at
PECOS ROAD and McQUEEN ROAD (SOUTHWEST CORNER LOT)
CHANDLER, ARIZONA 85225

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CERTIFICATE NO. 19008
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Date Signed
ARIZONA, U.S.A.

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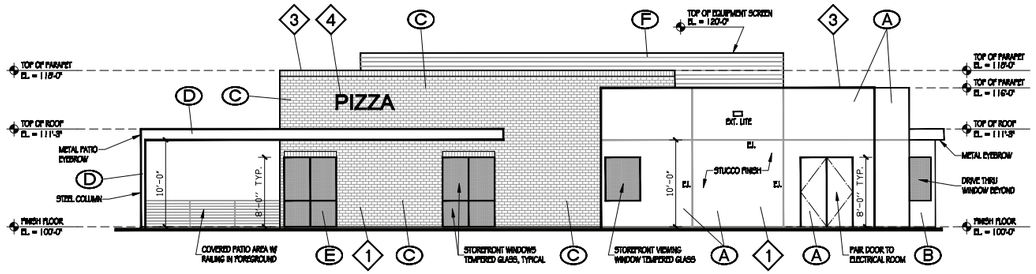
EXTERIOR COLORS SCHEDULE

PAD B (FASTFOOD):

- (A) STUCCO FIELD - ICI # 50RR54018 "URBAN NATURAL"
- (B) STUCCO FIELD - ICI # 30RR22027031 "WET GRANITE"
- (C) THIN BRICK "SUMMIT BRICK ONYX"
- (D) DARK BRONZE PAINT (EYEBROWS, COLUMNS, BEAMS & RAILINGS)
- (E) ALUMINUM STOREFRONT BRONZE FRAMES W/ (TEMPERED GLASS)
- (F) DARK BRONZE PAINT (ROOF EQUIPMENT METAL SCREEN DECK)

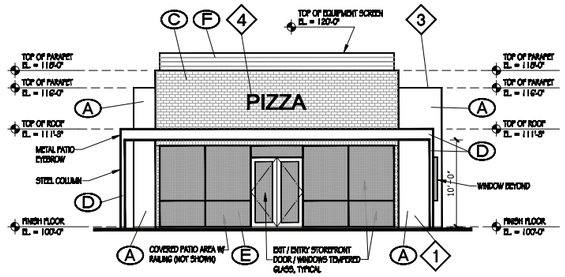
EXTERIOR KEYNOTES

- ◇1 STUCCO, SAND FINISH
- ◇2 REVEAL JOINT, 1-1/2" WIDE, EXTRUDED ALUM. FRY REGLET DCS 50-150, DARK BRONZE ALUM. FINISH.
- ◇3 FLASHING, 24 GA., PAINT TO MATCH WALL
- ◇4 SIGNAGE BY TENANT



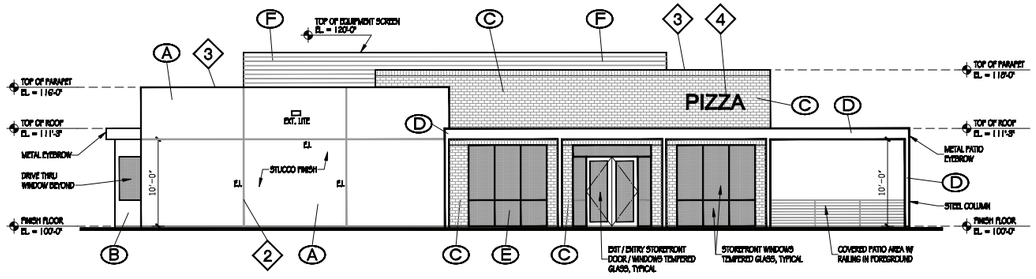
NORTH ELEVATION

1/8"=1'-0"



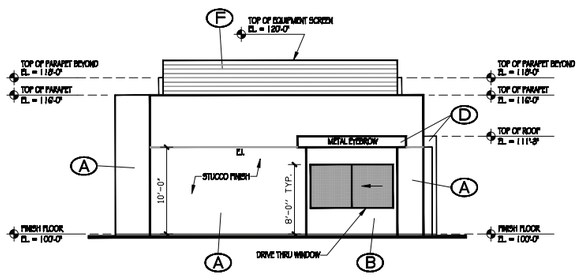
EAST ELEVATION

1/8"=1'-0"



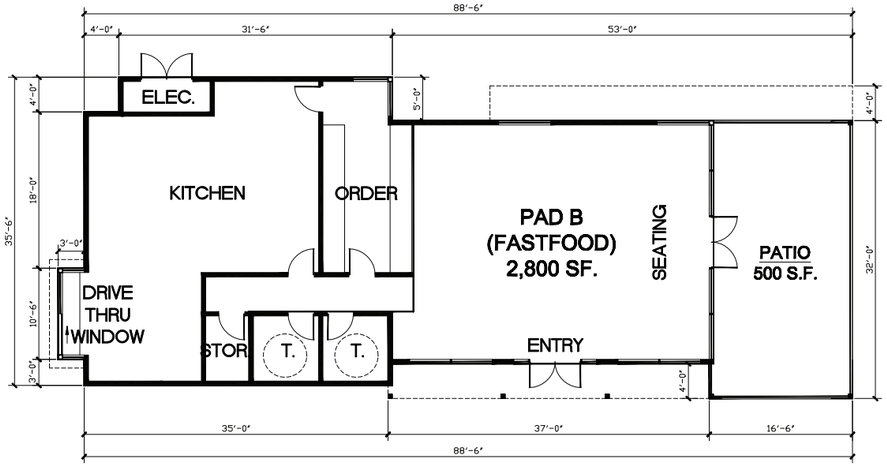
SOUTH ELEVATION

1/8"=1'-0"



WEST ELEVATION

1/8"=1'-0"



FLOOR PLAN

1/8"=1'-0"

NORTH

NEW BUILDINGS
for
PECOS AND McQUEEN RETAIL
at
PECOS ROAD and McQUEEN ROAD (SOUTHWEST CORNER LOT)
CHANDLER, ARIZONA 85225

RS SHERMAN ARCHITECTURE
a professional corporation
2804 GOLFSIDE DRIVE
Las Vegas, Nevada 89134
(702) 321-4383

REGISTERED ARCHITECT CERTIFICATE NO. 19008 ROBERT S. SHERMAN Date Signed ARIZONA, U.S.A.

REVISIONS

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2		
3		

File Name:	CHANDLER SIT
Job No:	–
Date:	12-9-20
Scale:	1/8"=1'-0"
Drawn:	GS
Checked:	

Sheet No.
A-3.1

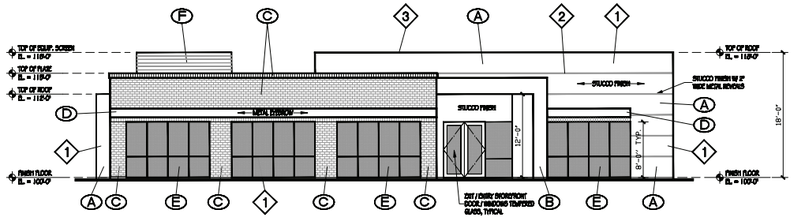
EXTERIOR COLORS SCHEDULE

PAD C (DAYCARE):

- (A) STUCCO FIELD - ICI # 5ORR54018 "URBAN NATURAL"
- (B) STUCCO FIELD - ICI # 3ORR22027031 "WET GRANITE"
- (C) THIN BRICK "SUMMIT BRICK ONXY"
- (D) DARK BRONZE PAINT (EYEBROWS, COLUMNS, BEAMS & RAILINGS)
- (E) ALUMINUM STOREFRONT BRONZE FRAMES W/ (TEMPERED GLASS)
- (F) DARK BRONZE PAINT (ROOF EQUIPMENT METAL SCREEN DECK)

EXTERIOR KEYNOTES

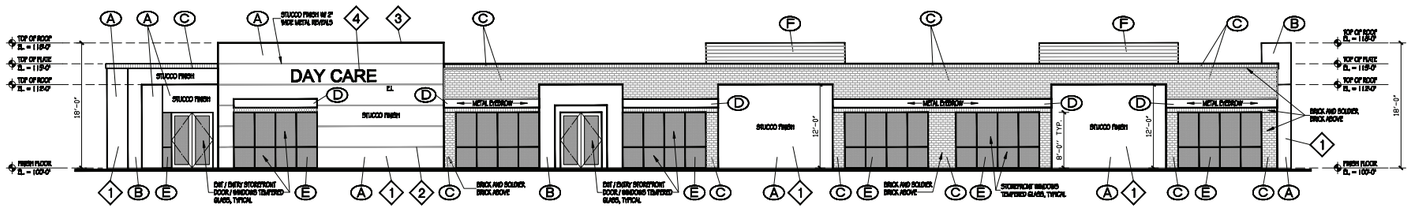
1. STUCCO, SAND FINISH
2. REVEAL JOINT, 1-1/2" WIDE, EXTRUDED ALUM. FRY REGLET DC9 50-150, DARK BRONZE ALUM. FINISH.
3. FLASHING, 24 GA., PAINT TO MATCH WALL
4. SIGNAGE BY TENANT



SOUTH ELEVATION

1"=10'-0"

0 5' 10' 20'

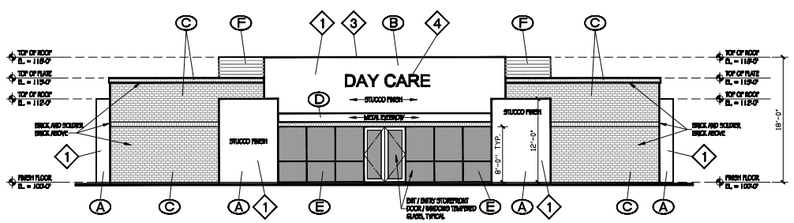


EAST ELEVATION

WEST ELEVATION SIMILIAR

1"=10'-0"

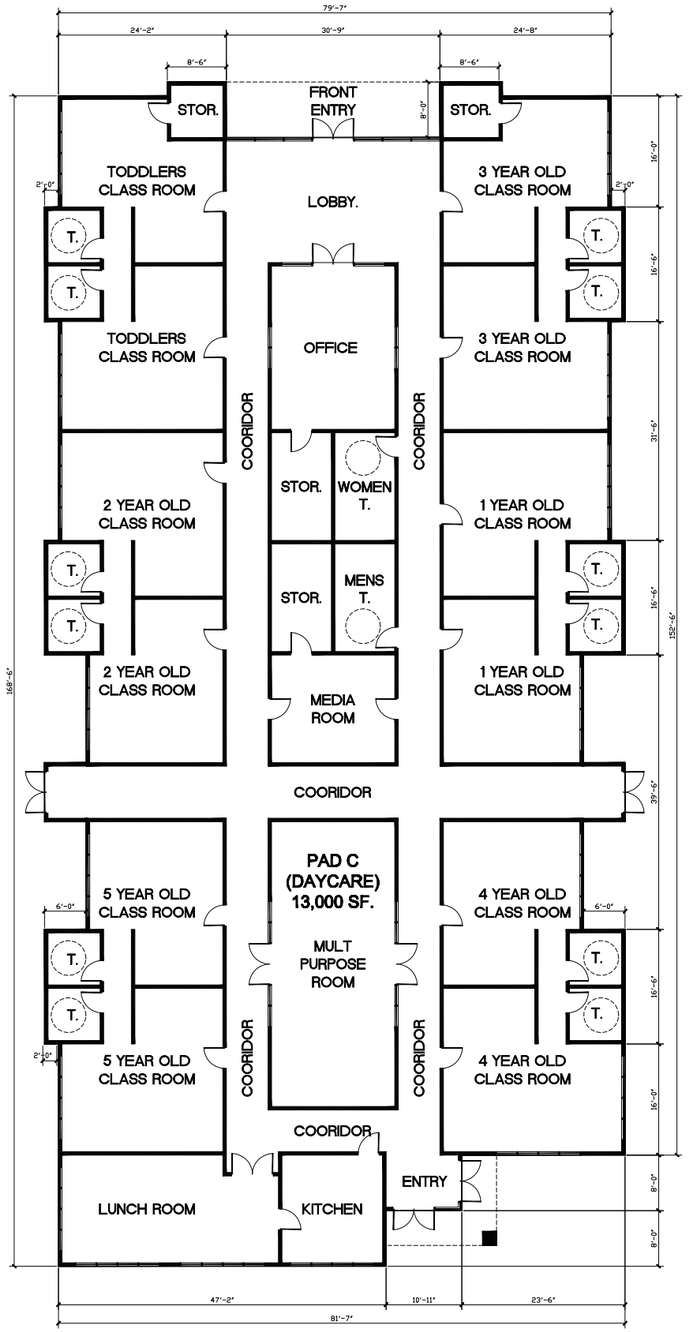
0 5' 10' 20'



NORTH ELEVATION

1"=10'-0"

0 5' 10' 20'



FLOOR PLAN

1"=10'-0"

0 5' 10' 20'

NORTH

NEW BUILDINGS
for
PECOS AND McQUEEN RETAIL
at
PECOS ROAD and McQUEEN ROAD (SOUTHWEST CORNER LOT)
CHANDLER, ARIZONA 85225

RS SHERMAN ARCHITECTURE
a professional corporation
2804 GOLFSIDE DRIVE
Las Vegas, Nevada 89134
(702) 321-4383

REGISTERED ARCHITECT
CERTIFICATE NO. 19308
ROBERT S. SHERMAN
Date Signed
ARIZONA, U.S.A.

REVISIONS

1		
2		
3		

File Name:	CHANDLER SIT
Job No:	–
Date:	12-9-20
Scale:	1"=10'-0"
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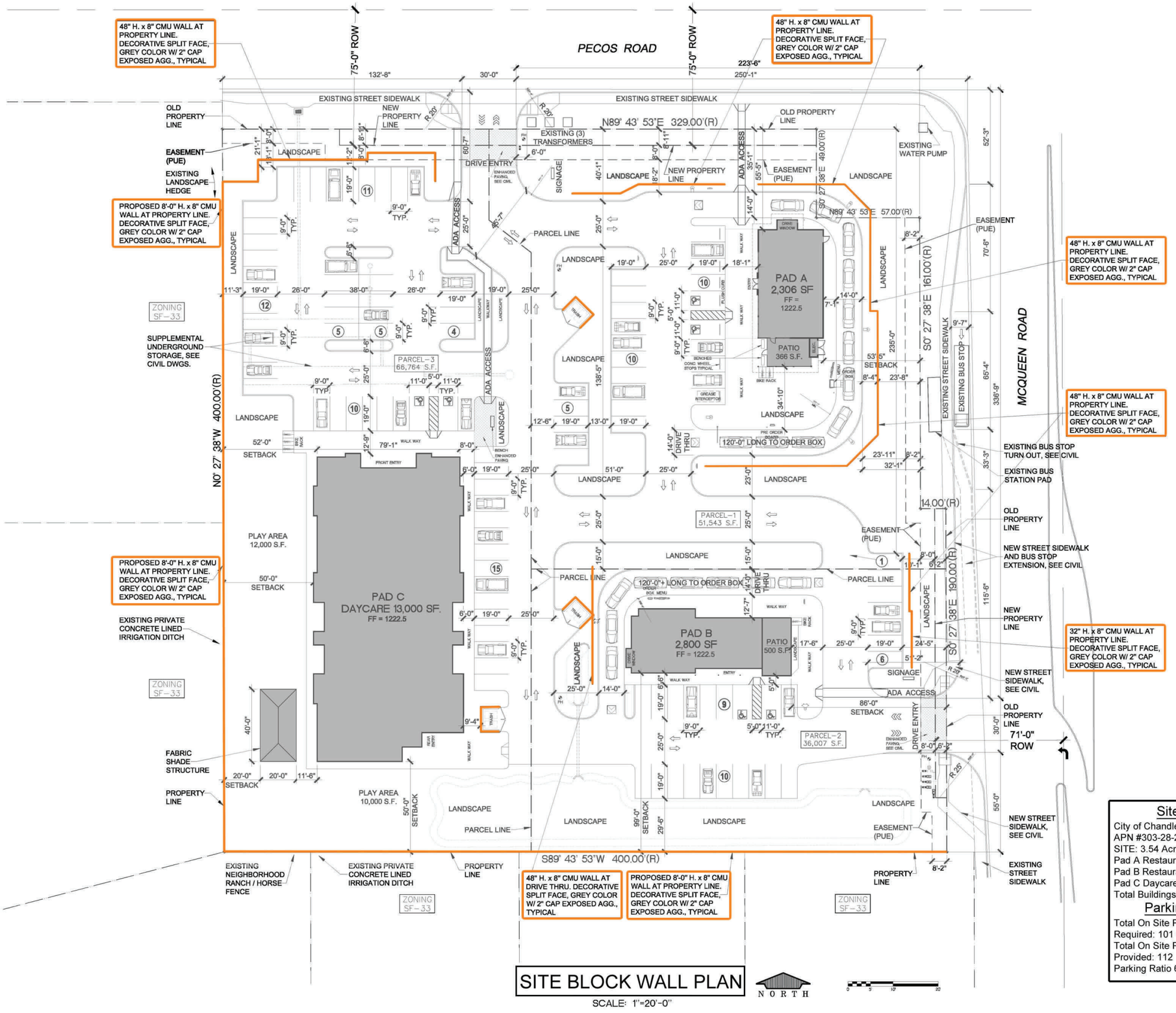
Sheet No.
A-4.1

8. Wall Elevations and Site Details



SITE BLOCK WALL PLAN

SCALE: 1"=20'-0"

NORTH

Site Data

City of Chandler
APN #303-28-252C
SITE: 3.54 Acres (154,268 SF)

Pad A Restaurant:	2,306 SF
Pad B Restaurant:	2,800 SF
Pad C Daycare:	13,000 SF
Total Buildings (3):	18,106 SF

Parking Data

Total On Site Parking Required: 101 Cars
Total On Site Parking Provided: 112 Cars
Parking Ratio 6.18 Per 1,000 SF

PECOS AND McQUEEN RETAIL

NEW BUILDINGS for

at

PECOS ROAD and McQUEEN ROAD (SOUTHWEST CORNER LOT)
CHANDLER, ARIZONA 85225

RS SHERMAN ARCHITECTURE
a professional corporation
2804 GOLFSIDE DRIVE
Las Vegas, Nevada 89134
(702) 321-4383

REGISTERED ARCHITECT — No. 19091 — ROBERT S. SHERMAN — Date Signed — ARIZONA U.S.A.

REVISIONS

1	
2	
3	

File Name: CHANDLER S
Job No: —
Date: 2-24-21
Scale: 1"=20'-0"
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Checked:

Sheet No.
A-5

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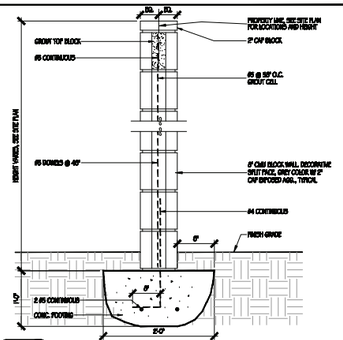
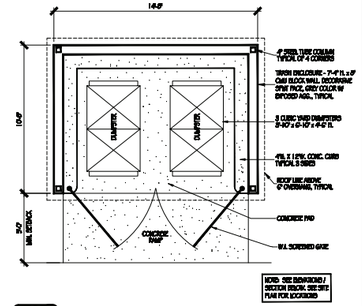
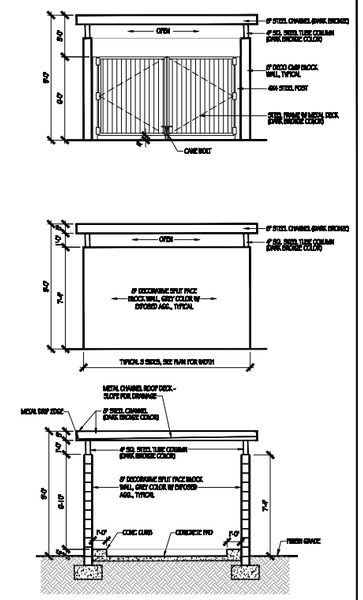


2 A-6 CMU BLOCK WALL DETAIL 1"=1'-0"



1 A-6 TRASH ENCLOSURE PLAN 1/4"=1'-0"



SECTION

3 A-6 TRASH ENCLOSURE ELEV. / SECTION 1/4"=1'-0"

NEW BUILDINGS
for
PECOS AND McQUEEN RETAIL
at
PECOS ROAD and McQUEEN ROAD (SOUTHWEST CORNER LOT)
CHANDLER, ARIZONA 85225

RS SHERMAN ARCHITECTURE
professional corporation
2804 GOLFSIDE DRIVE
Las Vegas, Nevada 89134
(702) 321-4383

REGISTERED ARCHITECT
CERTIFICATE NO. 19008
ROBERT S. SHERMAN
ARIZONA, U.S.A.
Date Signed

REVISIONS

1		
2		
3		

File Name: CHANDLER S
Job No: —
Date: 10-27-20
Scale: 1/4"=1'-0"
Drawn: GS
Checked:

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A-6

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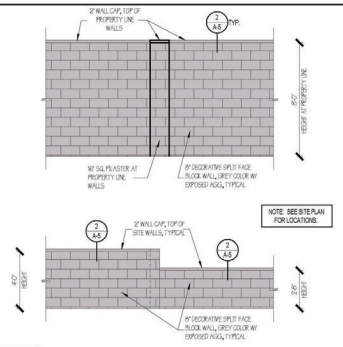
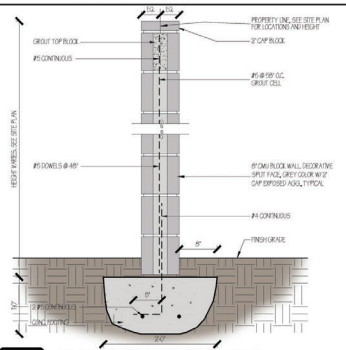
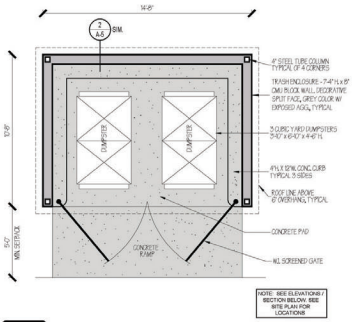
9. Color and Materials Palette



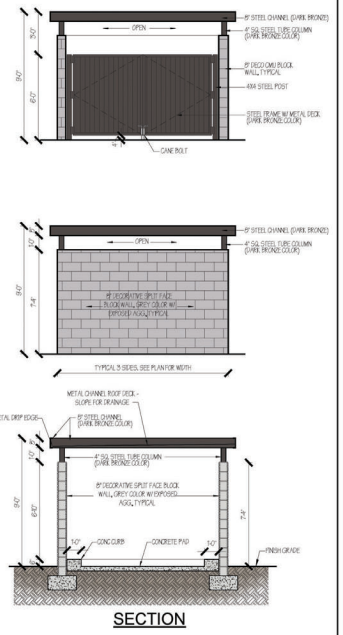
3 A-5 SITE WALLS



2 A-5 CMU BLOCK WALL DETAIL



1 A-5 TRASH ENCLOSURE PLAN



SECTION

4 A-5 TRASH ENCLOSURE ELEV. / SECTION

Ⓐ STUCCO FIELD - ICI # 50RR54018 "URBAN NATURAL"

Ⓑ STUCCO FIELD - ICI # 30RR22027031 "WET GRANITE"

Ⓒ THIN BRICK "SUMMIT BRICK ONXY"

Ⓓ DARK BRONZE PAINT (EYEBROWS, COLUMNS, BEAMS and RAILINGS)

Ⓔ ALUMINUM STOREFRONT BRONZE FRAMES W/ (TEMPERED GLASS)

Ⓕ DARK BRONZE PAINT (ROOF EQUIPMENT METAL SCREEN DECK)

NEW BUILDINGS for

PECOS AND McQUEEN RETAIL

at

PECOS ROAD and McQUEEN ROAD (SOUTHWEST CORNER LOT)
CHANDLER, ARIZONA 85225

RS SHERMAN ARCHITECTURE
a professional corporation
2804 GOLFSIDE DRIVE
Las Vegas, Nevada 89134
(702) 321-4383

REGISTERED ARCHITECT 19308 ROBERT S. SHERMAN Date Signed ARIZONA U.S.A.

REVISIONS

1	
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File Name:	CHANDLER SITE
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Checked:	

Sheet No. A-5

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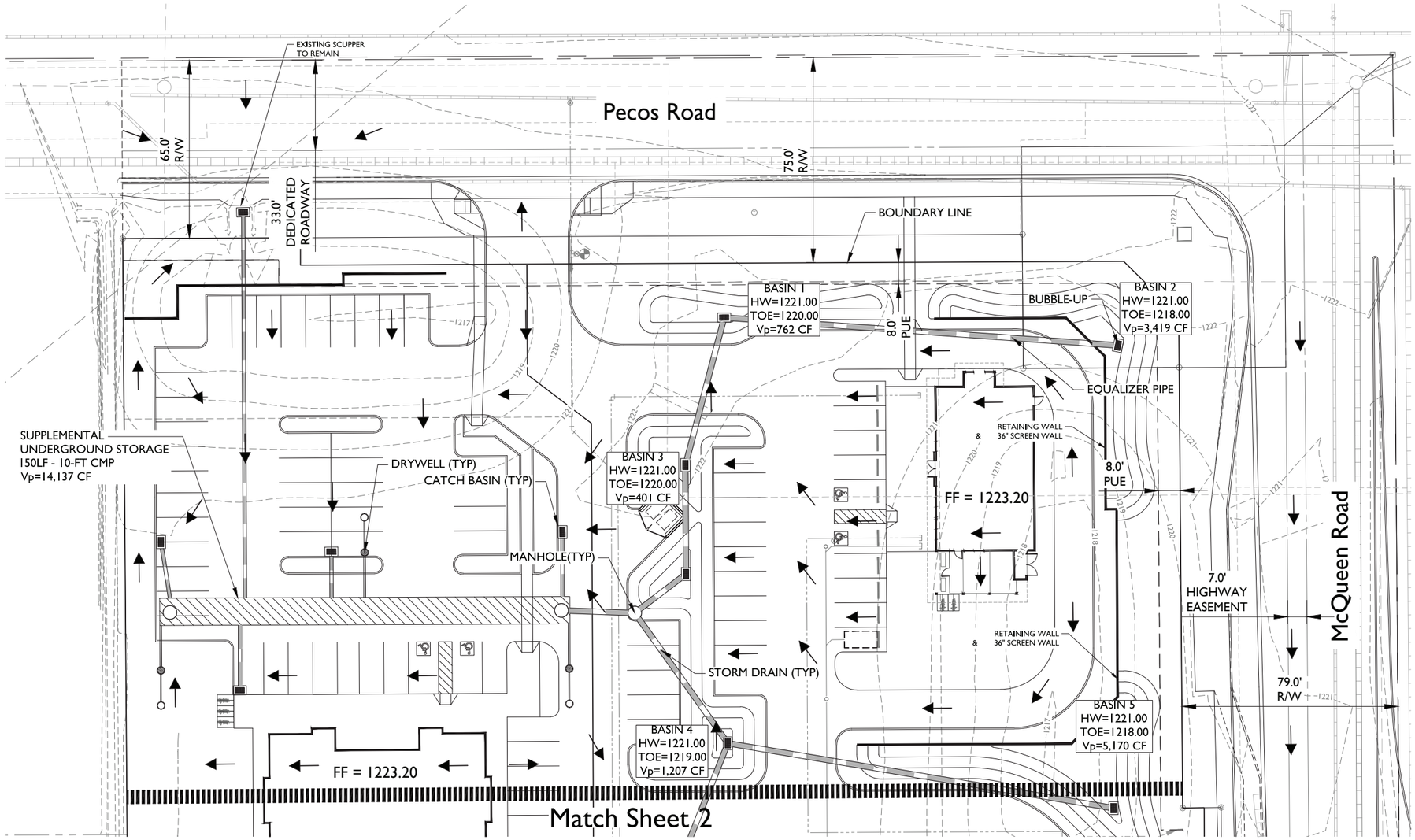
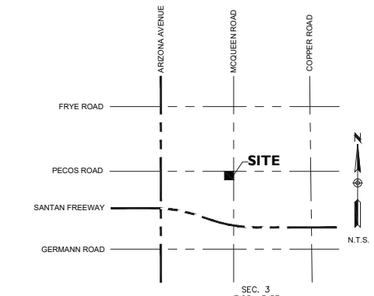
10. Preliminary Grading and Drainage Plan

PRELIMINARY GRADING PLAN
FOR
PECOS MCQUEEN RETAIL

A PORTION OF THE NORTHWEST OF SECTION 3,
TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE
AND MERIDIAN MARICOPA COUNTY, ARIZONA





VICINITY MAP
N.T.S.

PROJECT TEAM

RS SHERMAN ARCHITECTURE
TEL: (702)-321-4383
CONTACT: ROBERT S. SHERMAN
nvarchitect@outlook.com

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, SUITE 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: DANIEL AUXIER
dan.auxier@epsgroupinc.com

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE ON MCQUEEN ROAD, ALSO BEING THE EAST LINE OF THE NOTHEAST QUARTER OF SECTION 23.

SAID BEARING IS SOUTH 00°27'30" WEST PER THE DESCRIPTION.

BENCHMARK

A CITY OF CHANDLER BRASS CAP FLUSH FOUND SOUTHWEST OF THE INTERSECTION OF ARIZONA AVENUE AND PECOS ROAD.

EL.=1216.85 NGVD-88 (CITY OF CHANDLER DATUM)

RETENTION CALCULATIONS

REQUIRED VOLUME:

AREA= 216,306 SF
C = 0.90
P = 2.20 IN
Vr = 39,313 CF

RETENTION :			
UGR (150 LF)	Vp = 11,781 CF	-	-
BASIN 1	Vp = 762 CF	-	-
BASIN 2	Vp = 3,419 CF	-	-
BASIN 3	Vp = 401 CF	-	-
BASIN 4	Vp = 1,207 CF	-	-
BASIN 5	Vp = 5,172 CF	-	-
BASIN 6	Vp = 235 CF	-	-
BASIN 7	Vp = 550 CF	-	-
BASIN 8	Vp = 16,169 CF	-	-
TOTALS =	Vp = 39,695 CF	Vr = 39,313 CF	EXCESS VOLUME = 382 CF

NOTE :
ALL BASINS AND UNDERGROUND RETENTION ARE COMBINED BY EQUALIZER PIPES.

LEGEND

- SEWER LINE
- SEWER MANHOLE
- WATER LINE
- FIRE HYDRANT
- WATER VALVE
- FF= FINISHED FLOOR
- SLOPE DIRECTION
- STORM DRAIN PIPE
- TRENCH DRAIN PIPE
- CATCH BASIN
- DRYWELL
- G GUTTER

20 0 20 40
scale feet

1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m
EPS GROUP

Project: Pecos McQueen Retail
SWC of E Pecos Rd and S McQueen Rd.
Chandler, Arizona

Preliminary Grading and Drainage

Revisions:

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

Designer: EPS
Drawn by: EPS

Registered Professional Engineer (Civil)
CERTIFICATE NO.
50291
DANIEL B. AUXIER
Date Signed 01-07-21

Job No.
20-0298
PG01
Sheet No.
1
of 2

C.O.C. Log No.: PRE20-0018

20-0298 - Pecos McQueen Retail - Preliminary

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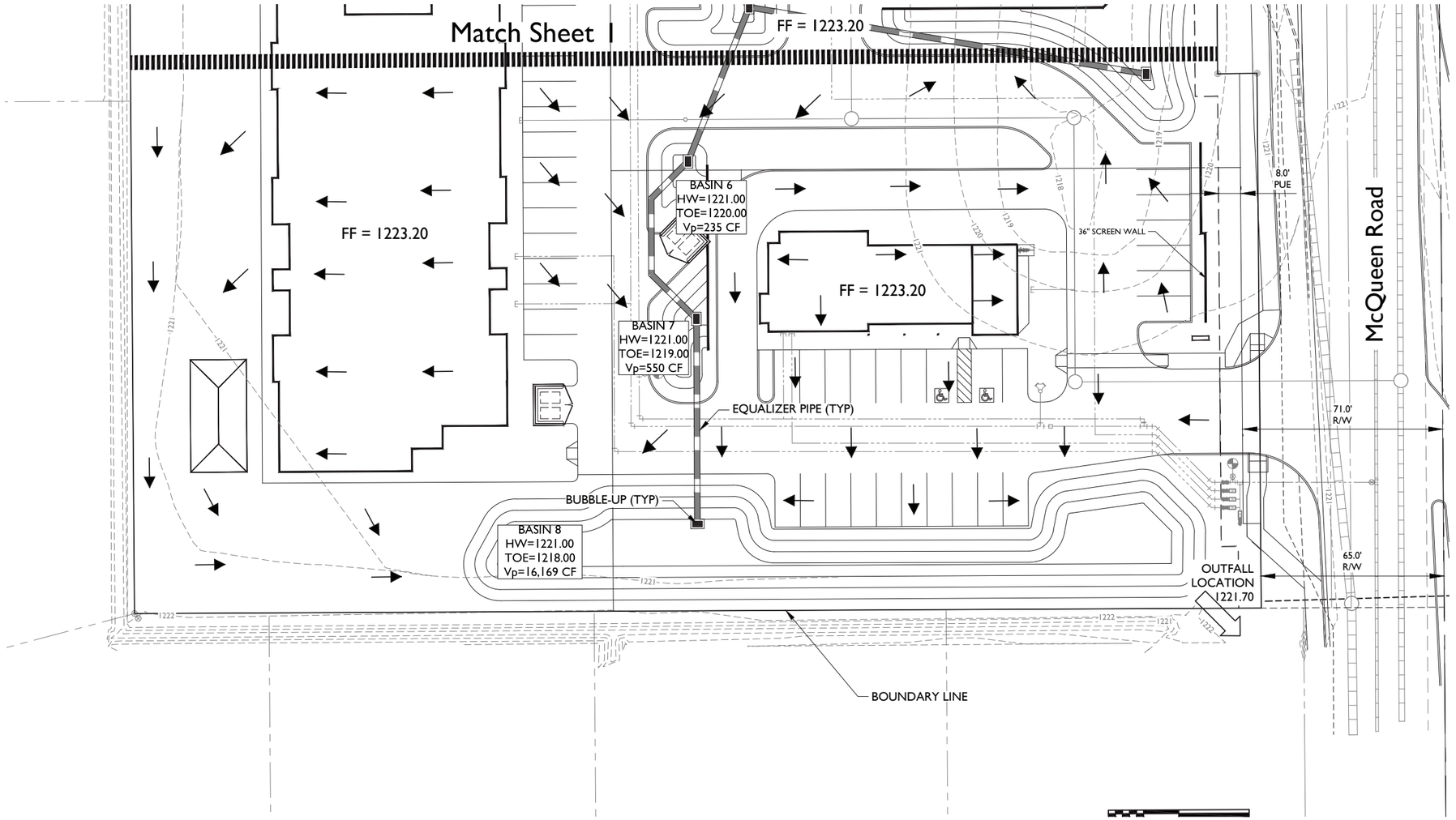
lgarcia



RETENTION CALCULATIONS

REQUIRED VOLUME:

AREA= 216,306 SF
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P = 2.20 IN
Vr = 39,313 CF

RETENTION :			
UGR (150 LF)	Vp = 11,781 CF	-	-
BASIN 1	Vp = 762 CF	-	-
BASIN 2	Vp = 3,419 CF	-	-
BASIN 3	Vp = 401 CF	-	-
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BASIN 8	Vp = 16,169 CF	-	-
TOTALS =	Vp = 39,695 CF	Vr = 39,313 CF	EXCESS VOLUME = 382 CF

NOTE :
ALL BASINS AND UNDERGROUND RETENTION ARE COMBINED BY EQUALIZER PIPES.

LEGEND

- SEWER LINE
- SEWER MANHOLE
- WATER LINE
- FIRE HYDRANT
- WATER VALVE
- FF= FINISHED FLOOR
- SLOPE DIRECTION
- STORM DRAIN PIPE
- TRENCH DRAIN PIPE
- CATCH BASIN
- DRYWELL
- G GUTTER

20 0 20 40
scale feet

20-0298 - Pecos McQueen Retail - Preliminary

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lgarcia

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
w w w . e p s g r o u p i n c . c o m

Pecos McQueen Retail
SWC of E Pecos Road and S McQueen Rd.
Chandler, Arizona

Project:

Preliminary Grading and Drainage

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Designer: EPS
Drawn by: EPS

Registered Professional Engineer (Civil)
CERTIFICATE NO.
50291
DANIEL B.
AUXIER
Date Signed 02-22-21
Arizona, U.S.A.

Job No.
20-0298

PG02

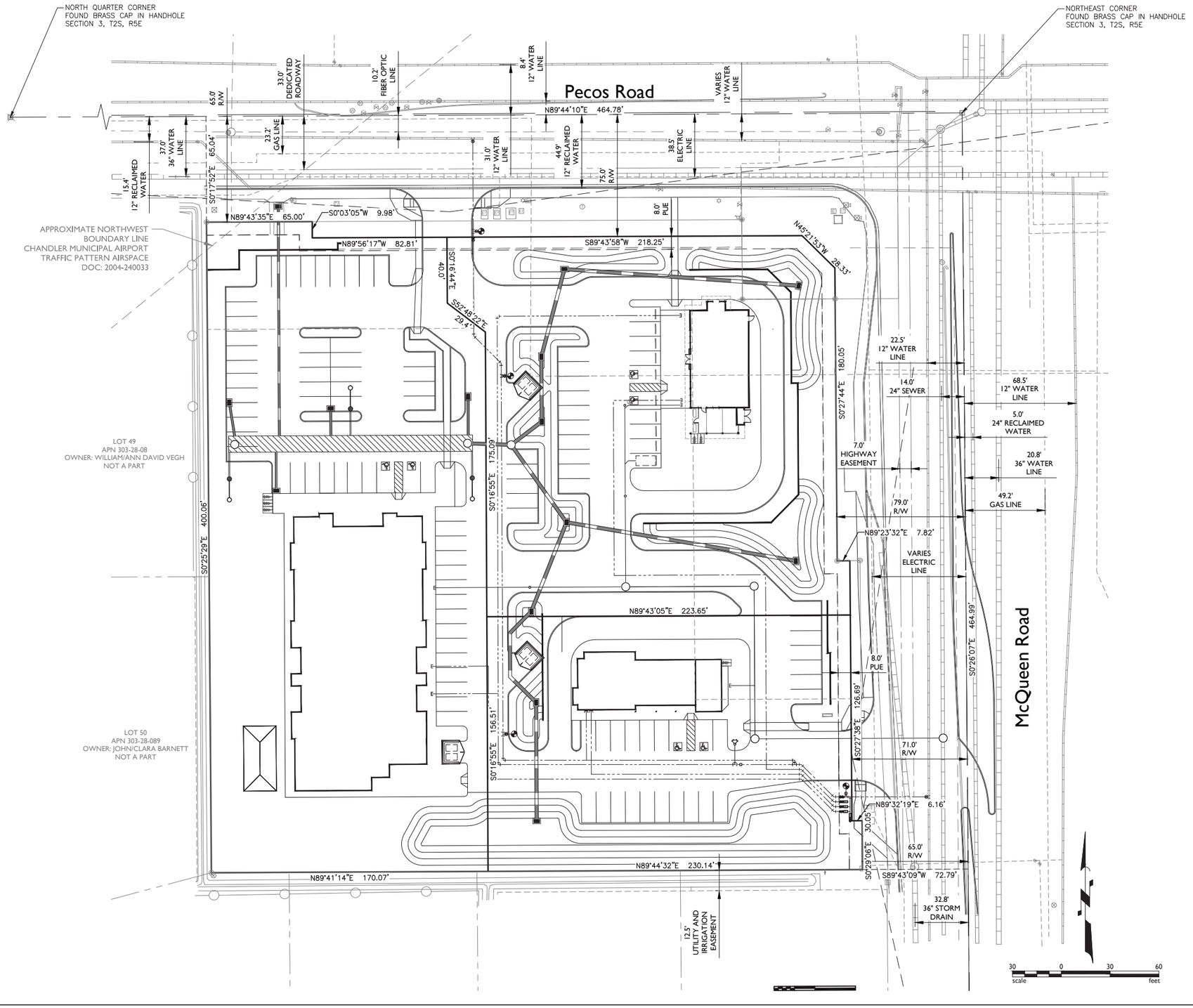
Sheet No.
2
of 2

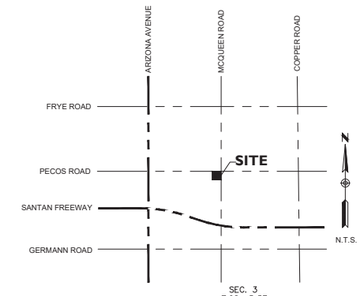
C.O.C. Log No.: PRE20-0018

11. Preliminary Plat

PRELIMINARY PLAT
FOR
PECOS & MCQUEEN RETAIL

A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA





VICINITY MAP
N.T.S.

PROJECT TEAM

DEVELOPER
DIVERSIFIED PARTNERS, LLC
7500 E. MCDONALD DR., STE. 100A
SCOTTSDALE, AZ 85260
TEL: (480) 947-8800
CONTACT: SCOTT HINTZE
EMAIL: SCOTT@DPCRE.COM

ARCHITECT:
RS SHERMAN ARCHITECTURE
2804 GOLFSIDE DRIVE
LAS VEGAS, NV 89134
TEL: (702) 321-4383
CONTACT: ROBERT S. SHERMAN
EMAIL: NVARCHITECT@OUTLOOK.COM

ENGINEER:
EPS GROUP, INC.
2045 S. VINEYARD, SUITE 101
MESA, AZ 85210
TEL: (480)-503-2250
CONTACT: DAN 'OX' AUXIER
EMAIL: DAN.AUXIER@EPSGROUPINC.COM

PROJECT DATA

A.P.N.:	303-28-252C
CURRENT LAND USE	UNDEVELOPED
EXISTING ZONING	AG-1
PROPOSED ZONING	PAD
GROSS AREA	+/- 4.6090 ACRES (200,770 SF)
NET AREA	+/- 3.4662 ACRES (150,986 SF)
NO. OF LOTS:	3

GENERAL NOTES

1. THIS SUBDIVISION IS WITHIN THE CHANDLER MUNICIPAL AIRPORT IMPACT OVERLAY DISTRICT. AN AVIATION OR AVIGATION EASEMENT SHALL BE PROVIDED AT THE TIME OF FINAL PLATTING.
2. THE IMPROVEMENTS ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY OR ACCEPTANCE WILL NOT BE ISSUED UNTIL THE OVERHEAD UTILITY LINE UNDERGROUND REQUIREMENTS HAS BEEN SATISFIED.
3. THE IMPROVEMENTS SHOWN OF THIS SET OF PLAN WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL IRRIGATION FACILITY UNDERGROUND REQUIREMENTS HAS BEEN SATISFIED.
4. THE FINAL PLAT FOR THIS SUBDIVISION WILL NOT BE APPROVED OR RECORDED UNTIL A RECLAIMED WATER USE AGREEMENT IS EXECUTED BY THE DEVELOPER AND APPROVED BY THE CITY.
5. THERE ARE NO EXISTING WELLS ON SITE.
6. DRAINAGE CONCEPTS ARE SHOWN ON THE PRELIMINARY GRADING AND DRAINAGE PLAN.

NARRATIVE STATEMENT

THIS PROJECT REQUEST IS FOR PRELIMINARY PLAT REVIEW TO CONSTRUCT A RETAIL DEVELOPMENT ON APPROXIMATELY 3.4 NET ACRES LOCATED AT THE SOUTHWEST CORNER OF PECOS AND MCQUEEN ROADS AND WILL CONSIST OF 3 LOTS.

UTILITIES

WATER	CITY OF CHANDLER
SEWER	CITY OF CHANDLER
GAS	SOUTHWEST GAS
ELECTRIC	SALT RIVER PROJECT
TELEPHONE	CENTURYLINK / COX COMMUNICATION
REFUSE	CITY OF CHANDLER
CABLE TV	CENTURYLINK / COX COMMUNICATION

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE ON MCQUEEN ROAD, ALSO BEING THE EAST LINE OF THE NOTHEAST QUARTER OF SECTION 23.

SAID BEARING IS SOUTH 00°27'30" WEST PER THE DESCRIPTION.

BENCHMARK

CITY OF CHANDLER VERTICAL CONTROL BENCHMARK #36A

SECTION 4, T2S, R5E, 3" BRASS CAP IN CONCRETE, 150' SOUTH, 75' WEST OF INTERSECTION OF ARIZONA AVE AND PECOS RD; 4' WEST OF BACK OF SIDEWALK.

NGVD 29 ELEVATION = 1215.120'
NAVD 88 ELEVATION (NGVD 29 ELEV + 1.732') = 1216.85'

NOTE: ELEVATIONS DEPICTED ON THIS PLAN ARE BASED ON NAVD88

RETENTION VOLUME

RETENTION VOLUME REQUIRED = 29,746 CUBIC FEET
RETENTION VOLUME PROVIDED = 30,890 CUBIC FEET

NOTE:
VISIBILITY EASEMENTS RESTRICTIONS: ANY OBJECT, WALL STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE EASEMENT EXCEPT TREES TRIMMED TO NOT LESS THAT 6' ABOVE GROUND. TREES SHALL BE SPACED NOT LESS THAN 8' APART.

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Pecos McQueen Retail
SWC of E Pecos Rd and S McQueen Rd.
Chandler, Arizona

Project:

Preliminary Plat

Revisions:

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County (602)263-1100

Designer: EPS
Drawn by: EPS

Registered Professional Engineer (Civil)
CERTIFICATE NO.
50291
DANIEL B. AUXIER
Date Signed 03/02/21
Not Approved for Construction

Job No.
20-0298

PP01

Sheet No.
1
of 1

C.O.C. Log No.: PRE20-0018

20-0298 - Pecos McQueen Retail - Preliminary

lgarcia Mar 02, 2021 7:52pm S:\Projects\2020\20-0298\Civil_Preliminary_Prelim Plat\20-0298 - PP01.dwg

12. Perspective Renderings

DRIVE THRU

PIZZA
PIZZA

DAY CARE

13. Signage

Pecos Corner

PRELIMINARY DEVELOPMENT PLAN

COMPREHENSIVE SIGN PROGRAM

OWNER INFORMATION

WNDG, LLC
7500 E McDonald Dr #100A
Scottsdale AZ 85250

Owner Representative
Diversified Partners, LLC
7500 E McDonald Dr #100A
Scottsdale AZ 85250
Office: (480) 947-8800

SIGN CONSULTANT

Indie Signage Sales, LLC dba Indie Signage
20118 N 67th Ave, Ste 300-218
Glendale AZ 85308
Jose Villanueva, President
(623) 302-4545
jose@indiesignage.com

Table Contents

1	Introduction & General Requirements
2	Specifications Tenant Signs & Design Requirements
3	General Construction Requirements, Sign Lighting & Prohibited Signage
4	Cross Section Details
5	Sign Type 1
6	Sign Type 2
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8	Pad A - South Elevation
9	Pad A - East Elevation
10	Pad A - West Elevation
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Introduction

The intent of this Sign Criteria is to provide guidelines necessary to achieve a visually coordinated, balanced, and appealing signage environment at Pecos Corner for the mutual benefit of all tenants and the public, regulations of the City of Chandler sign ordinance, building and electrical codes of any government authority having jurisdiction.

Conformance of the Sign Criteria shall be rigorously enforced and any non-conforming sign(s) shall be removed or brought into conformance at the sole cost and expense of the tenant.

This criteria is subject to final approval by the City of Chandler as part of a Preliminary Development Plan. If a conflict is found to exist between these criteria and the final criteria approved by the City of Chandler, the latter shall prevail.

All signage shall comply with signage criteria found within the I. General Requirements, II. Specifications - Tenant Signs, III. Design Requirements, IV. General Construction Requirements, V. Sign Lighting & VI. Prohibited Signage below, and meet all applicable local codes. Tenant will be responsible for submitting sign permit application, shop drawings, and all other necessary paperwork with the City of Chandler.

The tenant shall obtain all necessary permits, and shall be the owner of record for all signs, shall pay for all signs their installation (including permit fees, engineering fees, final connection, transformers, and other labor, materials, maintenance).

I. General Requirements

A. Tenant shall submit or cause to be submitted to Landlord, for approval, prior to fabrication, detailed drawings indicating the location, size, layout, design color, illumination materials and method of attachment of the signage plans shall be designed on an 11" x 17" size PDF, the drawings shall be clearly legible and may be delivered by email to the designated representative of the Landlord. Should the Tenant decide to deliver a printed set of drawings, the Tenant shall submit or cause to be submitted to Landlord, four (4) copies of detailed drawings as described above, printed in full color on 11" x 17" paper.

B. Tenant or Tenant's representative shall obtain all permits for signs and their installation.

C. All signs shall be constructed and installed at Tenant's sole expense.

D. Tenant shall be responsible for the fulfillment of all requirements and specifications, including those of the local municipality.

E. All signs shall be reviewed for conformance with these criteria and overall design and quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the sole right of Landlord or Landlord's authorized representative.

F. Tenant shall be responsible for the installation and maintenance of Tenant's sign. Should Tenant's sign require,maintenance or repair, Landlord shall give Tenant thirty (30) days written notice to effect said maintenance or repair. Should Tenant fail to do the same, Landlord may undertake repairs and Tenant shall reimburse Landlord within ten (10) days from receipt of Landlord's invoice.

G. Advertising devices such as attraction boards, posters, banners and flags shall not be permitted.

II. SPECIFICATIONS - TENANT SIGNS

A. General Specifications
   1. No animated, flashing or audible signs shall be permitted.
   2. All signs and their installation shall comply with all local building and electrical codes.
   3. No exposed raceways, crossovers or conduit shall be permitted.
   4. All cabinets, conductors, transformers, power drivers, power supplies and other equipment shall be concealed.
   5. Painted lettering shall not be permitted except as approved by the Landlord and the City of Chandler.
   6. Any damage to the sign band face or roof deck resulting in Tenant's sign installation shall be repaired at Tenant's sole cost.

B. Location of Signs
   1. All signs or devices advertising an individual use, business or building shall be on same building as leased space, but not required to be over actual leased space. Specific sign location to be directed by Landlord.

III. DESIGN REQUIREMENTS

A. Individual illuminated letters and logos may include pan channel metal letters with acrylic sign faces, reverse pan channel "backlit" illuminated letters, or any combination thereof. Electrical connections shall be concealed to remote power supply. All signage shall be installed in compliance to City of Chandler electrical code and UL2161/UL 48 specifications. Any sign installation found to be non-compliant shall be repaired immediately by the Tenant at Tenant's sole expense.

B. Sign Area/Multi-Tenant Building
   Signs shall not exceed two (2) square feet in area for each linear foot of business frontage. Said signs shall be wall- or window-mounted, on or under an architectural projection. The sign shall not project more than two (2) feet from the building, or structure to which it is attached. No attached sign shall exceed two hundred (200) square feet in area.

C. Letter Style or Logo Restrictions
   Copy and/or logos utilized shall be Tenant's choice, subject to the approval of Landlord and/or Landlord's agents and the City of Chandler, with respect to surrounding area and existing signage. Signage is to be aesthetically pleasing in, but not limited to, letter/architectural style, and placement.

D. Cabinet signs, other than corporate logos, shall be prohibited. Signs shall be integrated with building facades and shall be proportional to the scale of the facades so that they are not the dominant architectural features.

E. Traffic directional signs are permitted, provided they are no higher than three (3) feet. The sign may be internally illuminated or non-illuminated.

F. Illumination
Tenant building signage shall be internally illuminated, either face-lit, or back-lit to create a silhouette, or a combination of both face-lit and back-lit is allowed. No exposed neon or other lighting method allowed.

G. Non-Illumination
Non-illuminated signage is not allowed.

IV. GENERAL CONSTRUCTION REQUIREMENTS

A. All exterior signs shall be secured by concealed fasteners, stainless steel, or nickle or cadmium plated.

B. All signs shall be fabricated using full welded construction.

C. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.

D. No labels or other identification shall be permitted on the exposed surface of signs except those required by local ordinance, must be readily visible from public property or property accessible to the public after the sign is erected.

E. Tenant shall be fully responsible for the operations of Tenant's sign contractors and shall indemnify, defend and hold Landlord harmelss for, from and against damages or liabilites on account thereof.

V. SIGN LIGHTING

A. All lighting to tenants signage shall be controlled by a 24-hour time clock photo sensor.

B. Sign illumination shall be internal and self-contained.

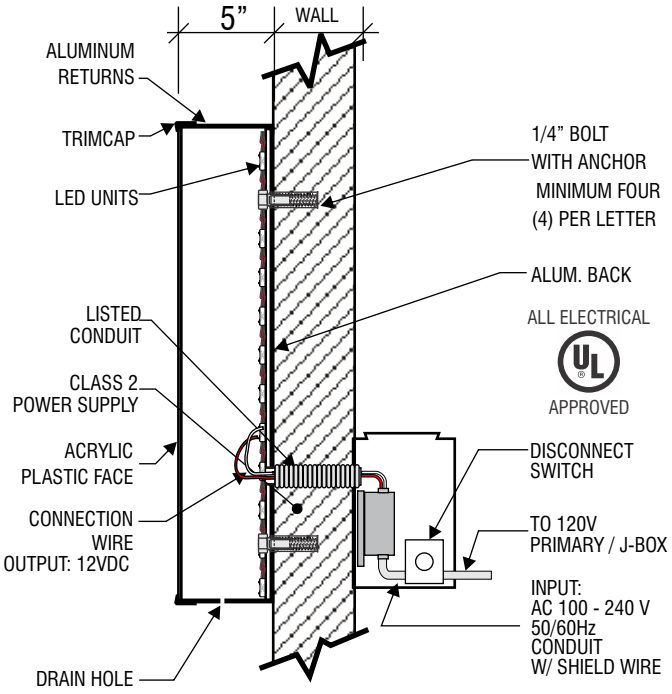
C. All electrical and install methods must meet UL standards and contain UL labels. UL Labels are not required to be visible from the ground.

VI. PROHIBITED SIGNAGE

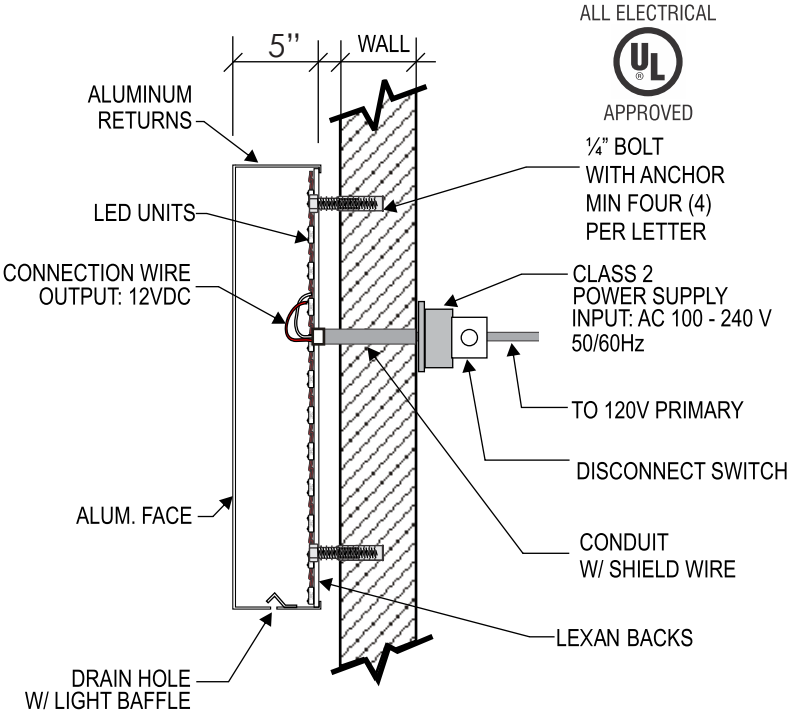
- signs using poor-quality materials, i.e. plastic applique letters, non-fade resitant materials, etc
- light boxes, cabinet signs, formed plastic or injection-molded letters
- flashing, moving, audible, or odor making signage
- cluttered signs
- banners, penants, inflatable displays or sandwich boards
- 2nd story signs above the parapet
- rooftop signage
- awnings with printed letters
- window decals such as credit card acceptability
- advertising or promotional signs on parked vehicles
- exposed neon or any other exposed light source
- signs with exposed conduit, tubing, raceways, conductors, transformers or other such equipment
- pre-manufactured signs, such as franchise signs, that have not been modified to meet these criteria
- no cloth, paper, cardboard, or similar stickers or decals around or on surfaces on the storefront.

V. Cross Section Details

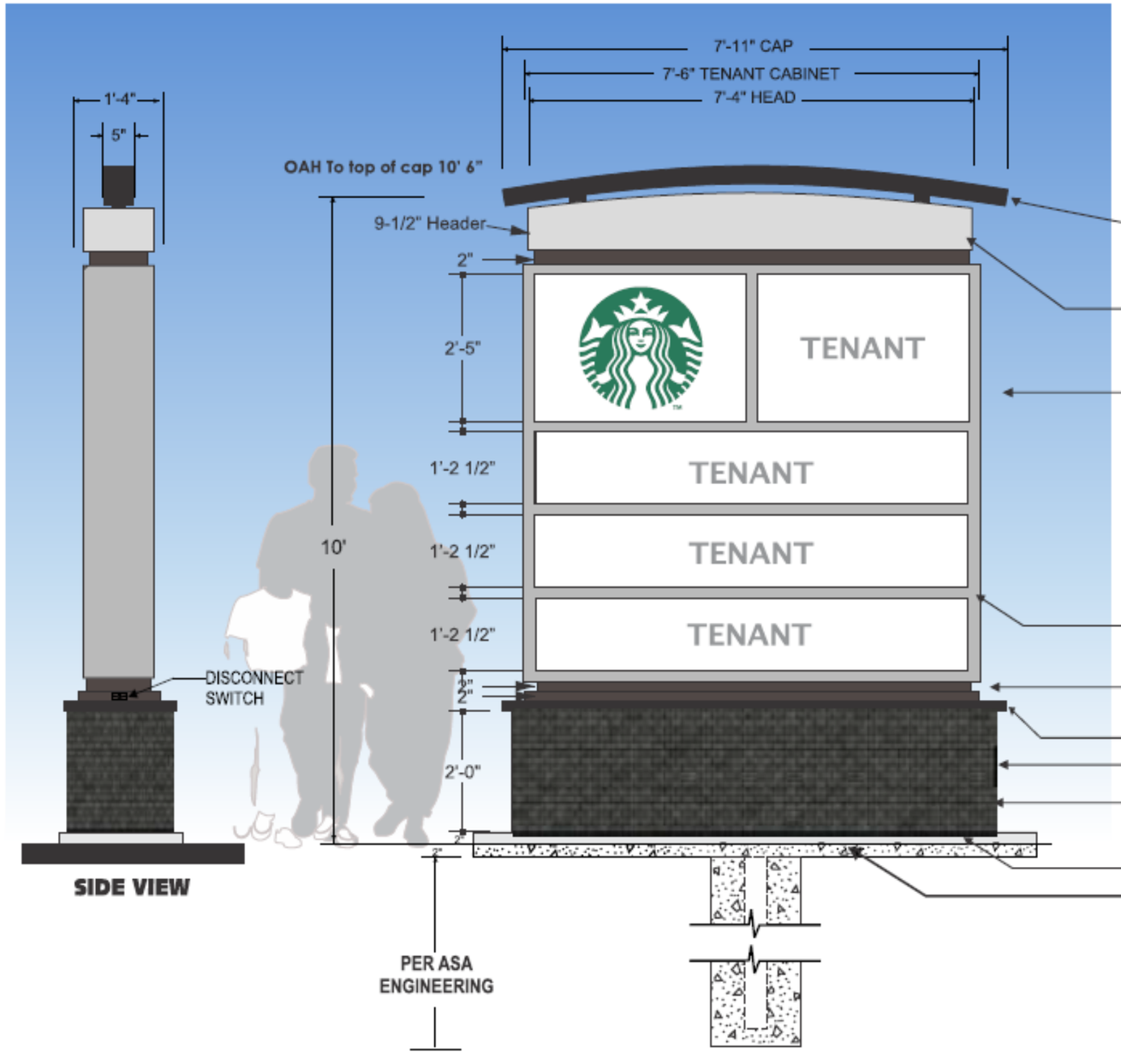
PC Letter / LED Illumination / Face-Lit



RPC Letter / LED Illumination / Halo-Lit / Reverse-Lit



Acrylic Faces in Retainer



SIDE VIEW

ILLUMINATED D/F MONUMENT SIGN — **QTY: ONE (1) SIGN**

10 FT. MONUMENT

SIGN TYPE 1

URBAN NATURAL

WET GRANITE

DARK BRONZE

THIN BRICK "SUMMIT BRICK ONXY"

BLACK

Electrical requirements

(1) 277V 20A circuit req'd

UL labels required away from public view.

IMPORTANT NOTE

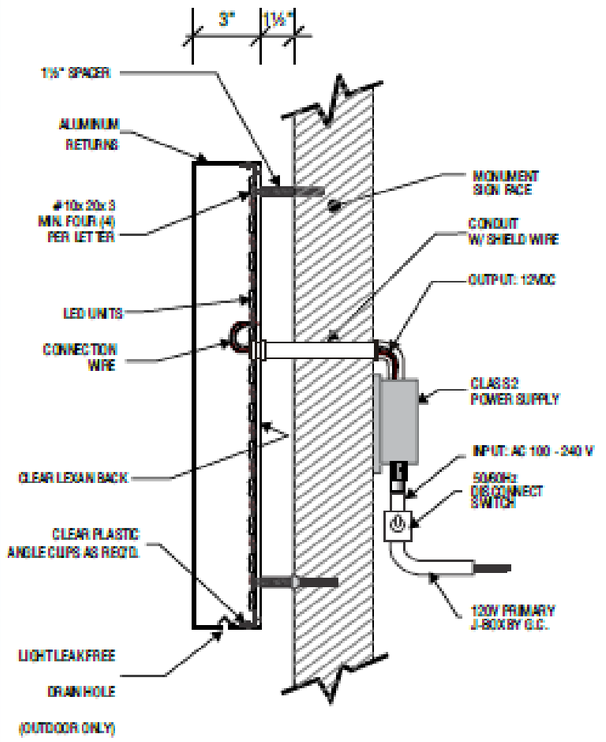
ALL ELECTRICAL PRIMARY CIRCUITS MUST BE DEDICATED ISOLATED CIRCUITS PROVIDED BY CLIENT/ OTHER.

GC TO PROVIDE ACCESSIBILITY TO REMOTE TRANSFORMERS FOR INSTALL AND SERVICE.

FINAL ELECTRICAL HOOK UP BY OTHERS.

ALL ELECTRICAL

APPROVED



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FINAL ELECTRICAL HOOK UP BY OTHERS.

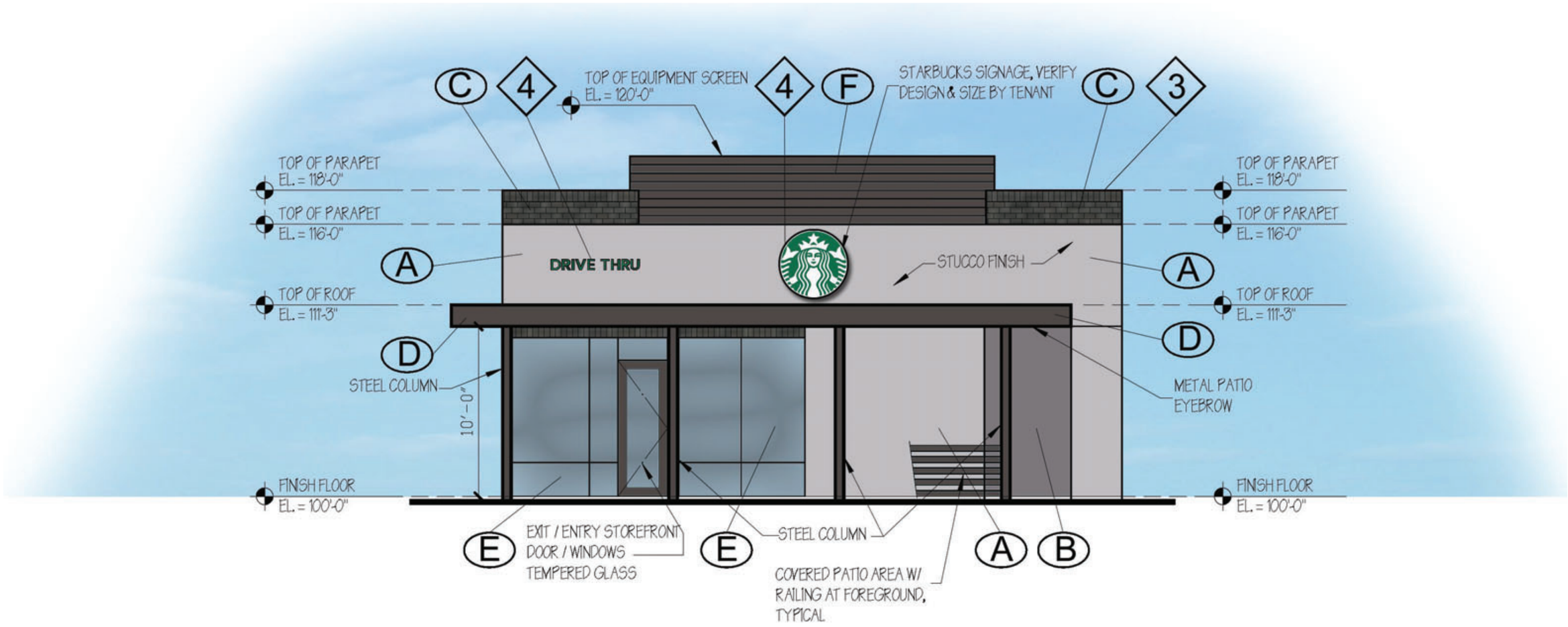
ALL ELECTRICAL

APPROVED

Size: 6.0' tall by 16.0' overall width
Reverse Pan Channel Letters painted black with white halo-lighting
Aluminum Cabinet painted "Wet Granite" with face painted "Urban Natural" with White Border
Trim pop-outs painted "Dark Bronze"
Header painted "Urban Natural"
Aluminum skirt base with weatherproof underlayment board covered with Thin Brick "Summit Brick Onxy"

SIGN TYPE 2

PAD A

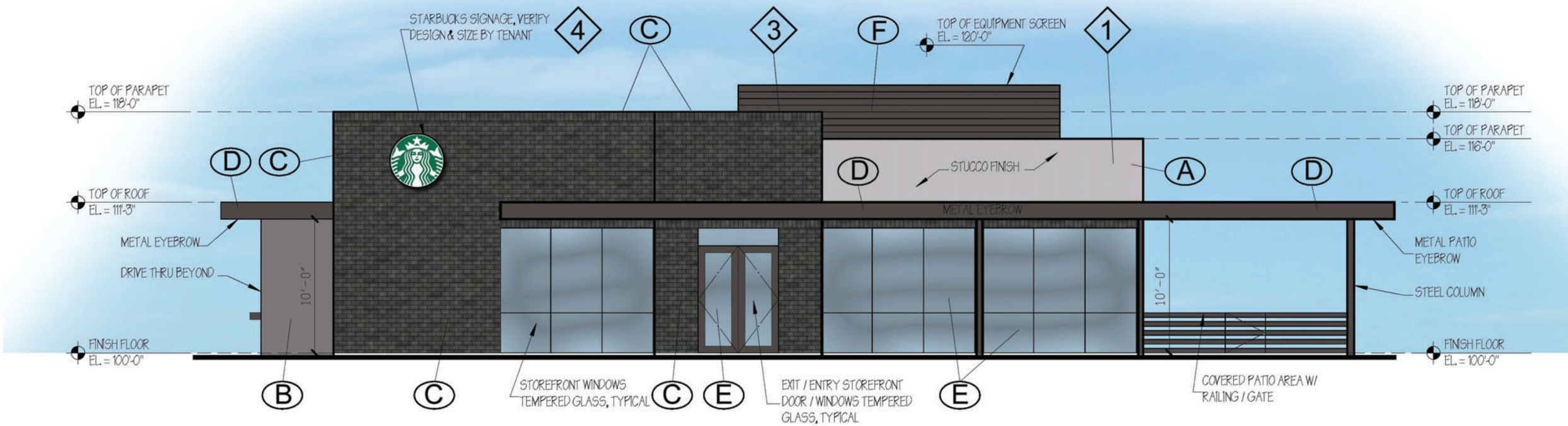


NORTH ELEVATION

PAD A

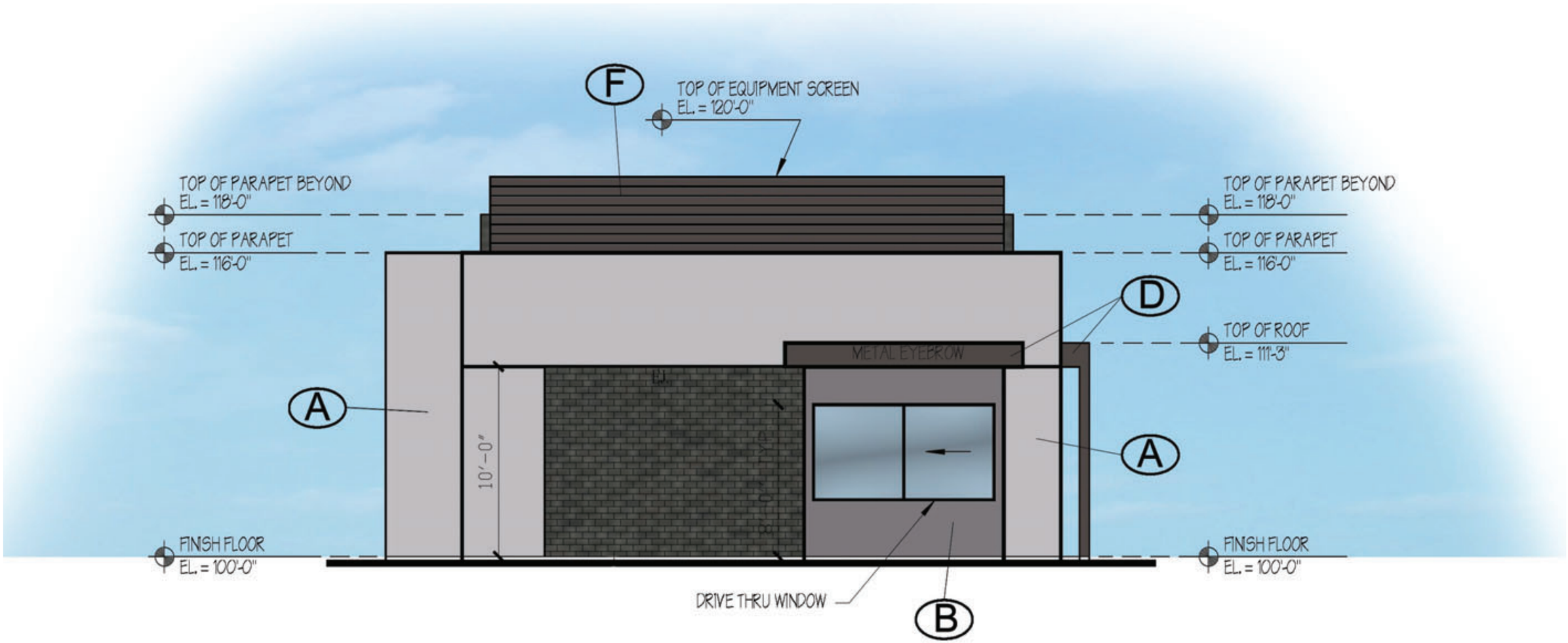
SOUTH ELEVATION

PAD A



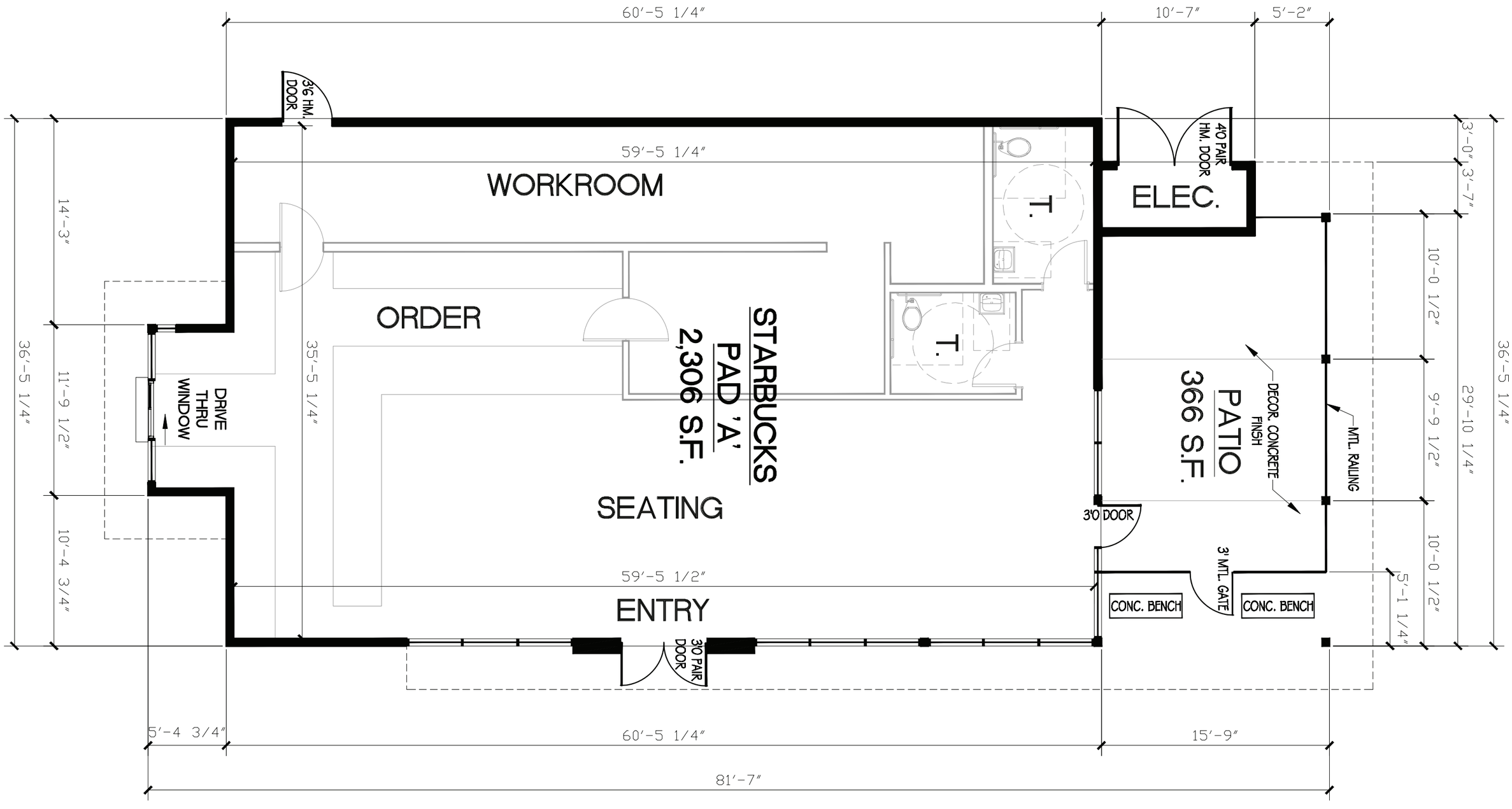
EAST ELEVATION

PAD A

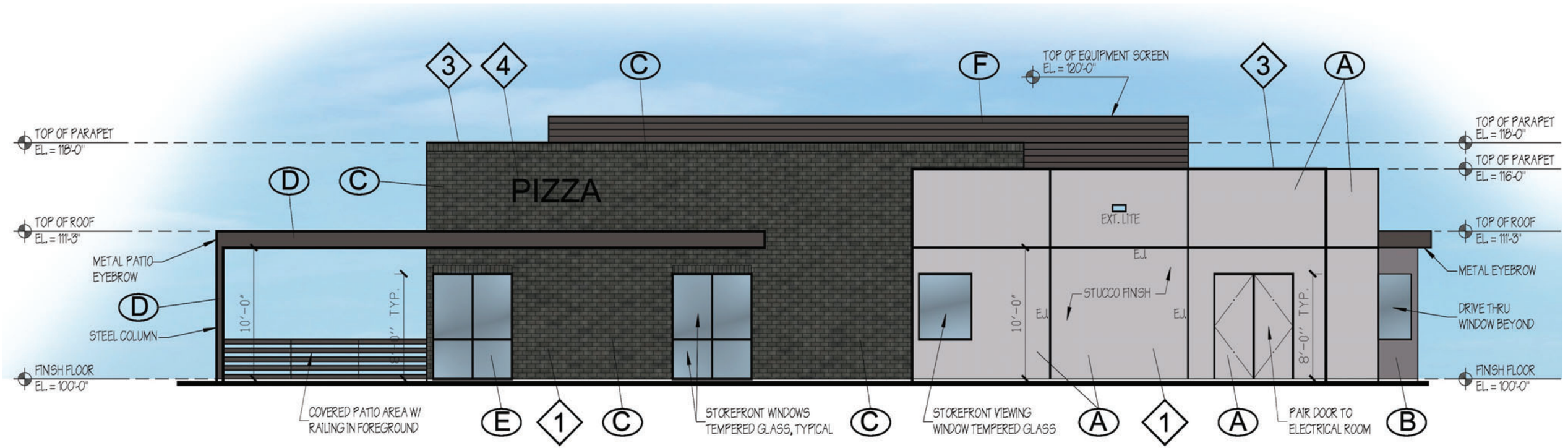


WEST ELEVATION

PAD A


60'-5 1/4"
10'-7"
5'-2"
3'6 HM. DOOR
4'0 PAIR HM. DOOR
59'-5 1/4"
WORKROOM
ELEC.
T.
T.
ORDER
STARBUCKS
PAD 'A'
2,306 S.F.
14'-3"
36'-5 1/4"
35'-5 1/4"
11'-9 1/2"
10'-4 3/4"
DRIVE THRU WINDOW
SEATING
PATIO
366 S.F.
DECOR. CONCRETE FINSH
MTL. RAILING
3'0 DOOR
3' MTL. GATE
CONC. BENCH
CONC. BENCH
59'-5 1/2"
ENTRY
30 PAIR DOOR
3'-0" 3'-7"
10'-0 1/2"
9'-9 1/2"
29'-10 1/4"
36'-5 1/4"
10'-0 1/2"
5'-1 1/4"
NORTH
5'-4 3/4"
60'-5 1/4"
15'-9"
81'-7"

PAD B

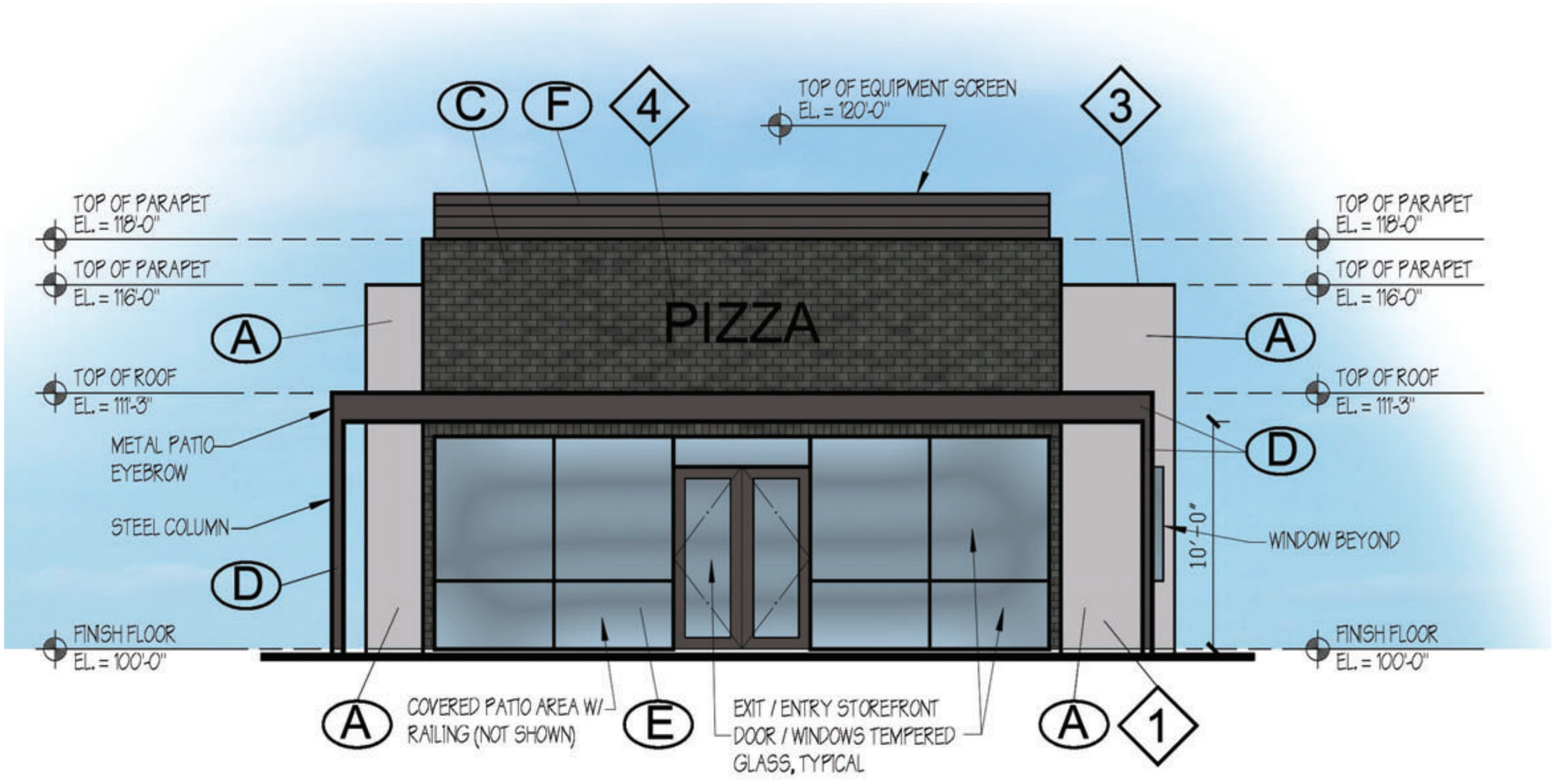


NORTH ELEVATION

PAD B

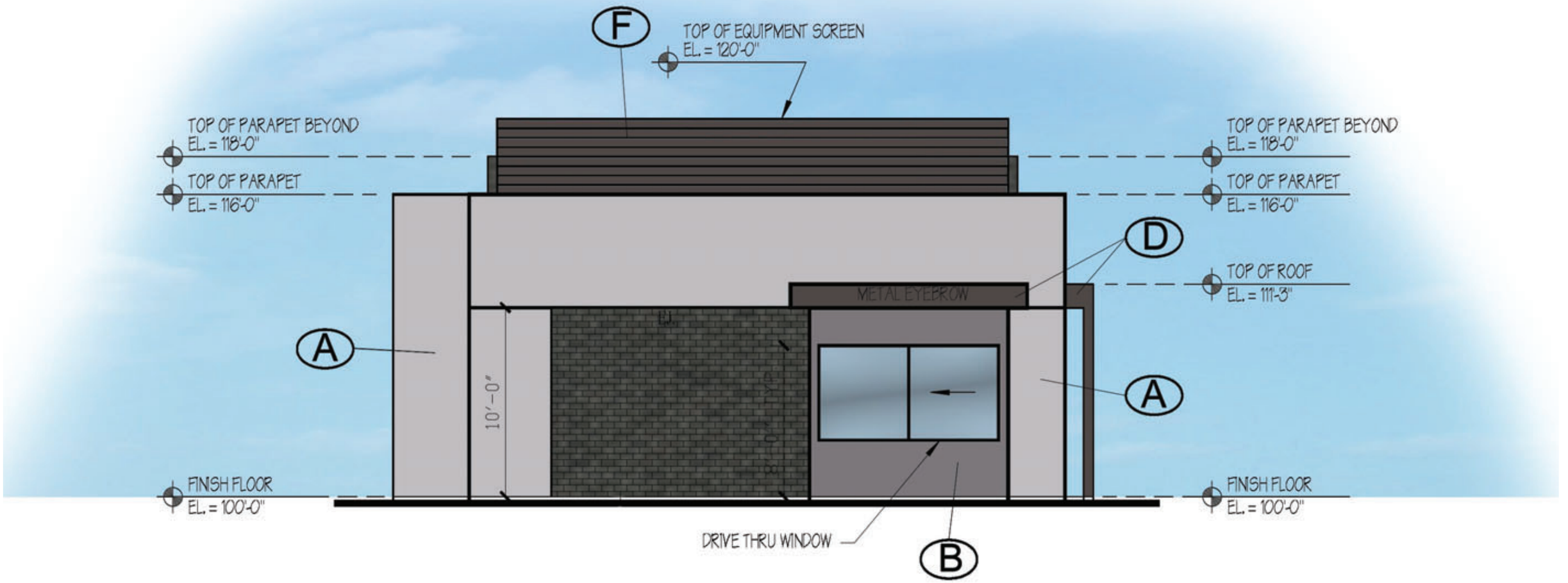
SOUTH ELEVATION

PAD B



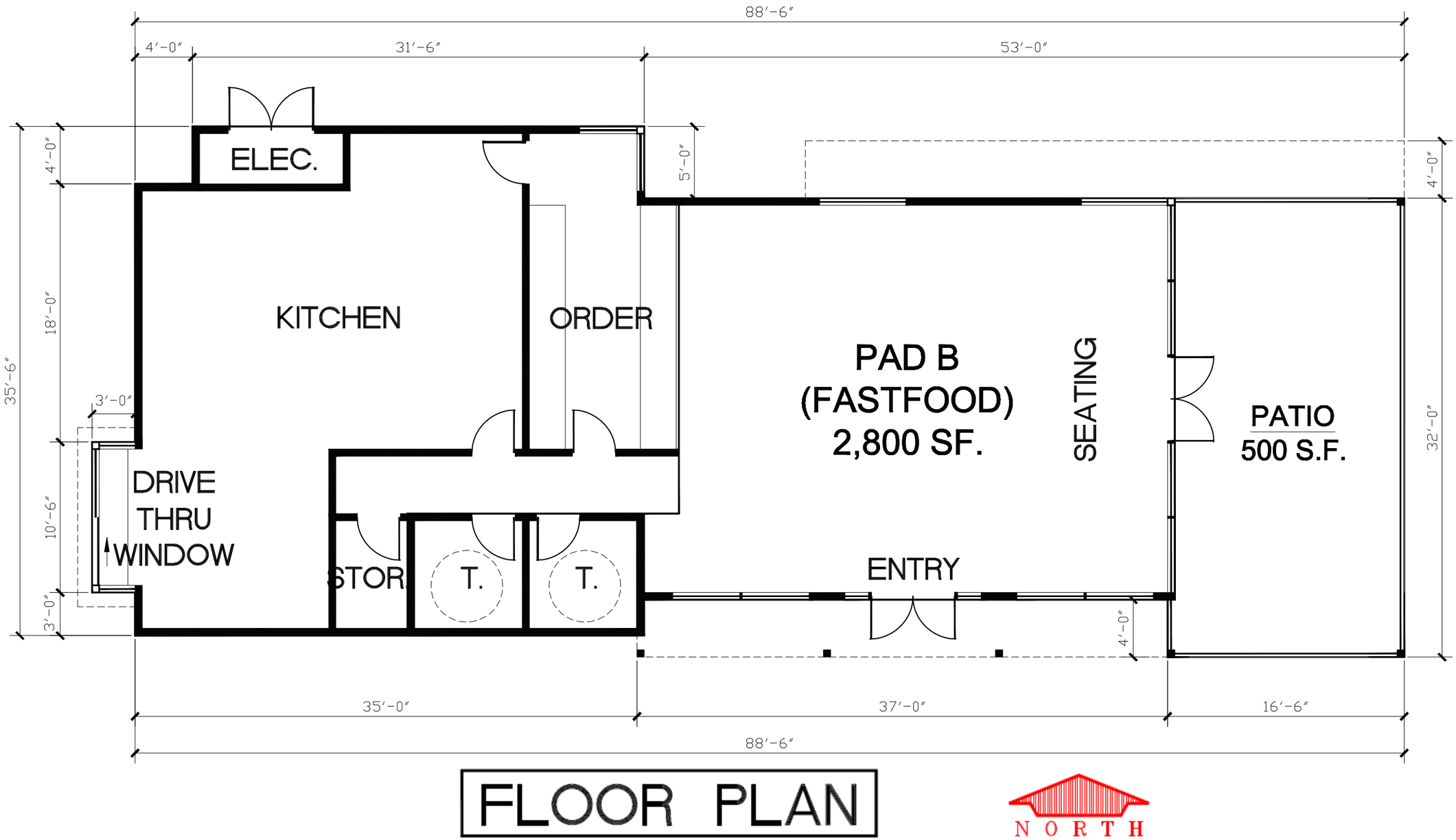
EAST ELEVATION

PAD B



WEST ELEVATION

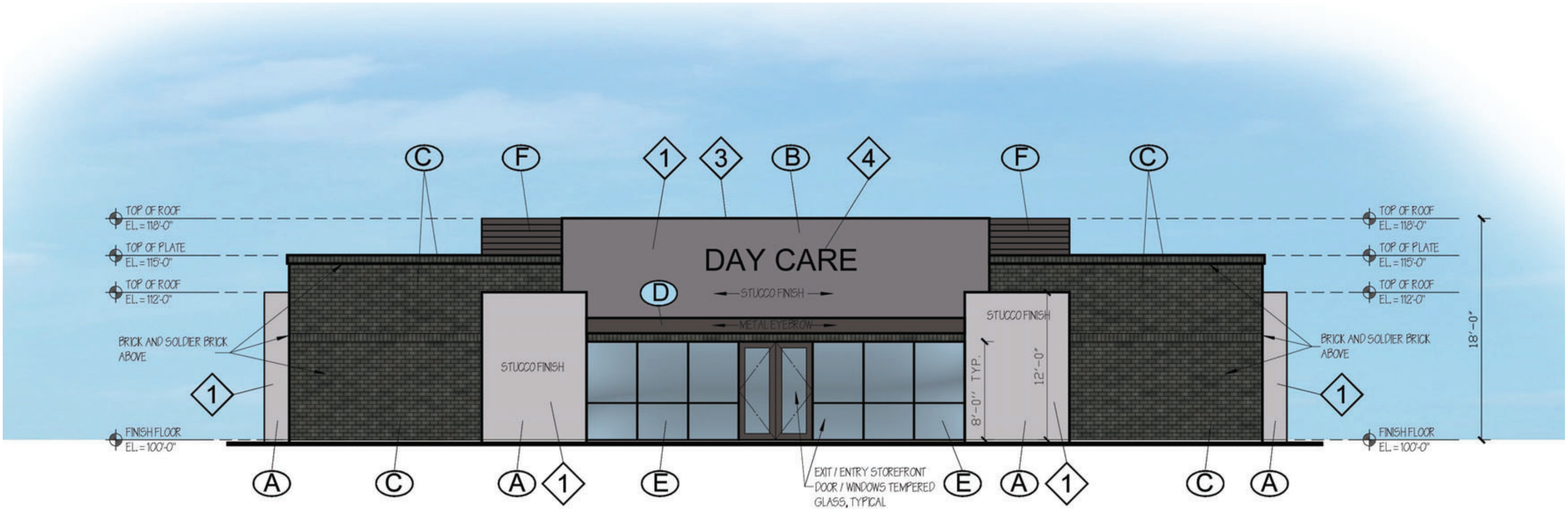
PAD B



FLOOR PLAN

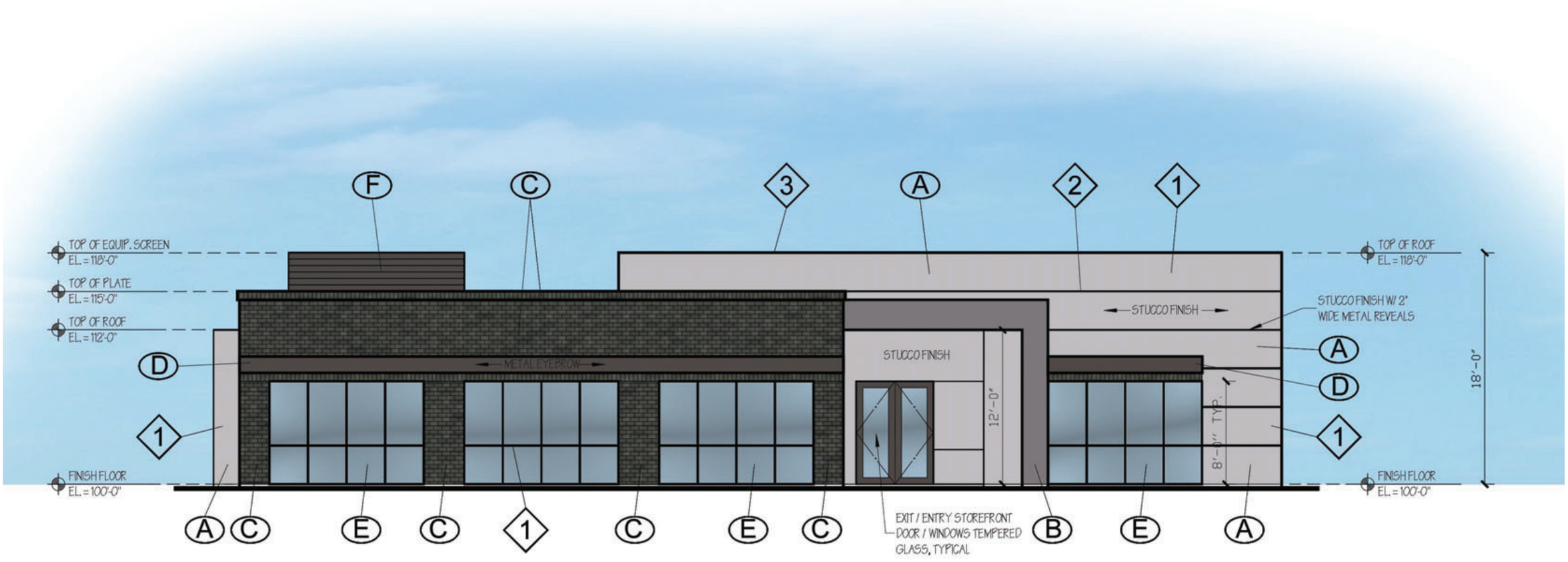
N O R T H

PAD C



NORTH ELEVATION

PAD C



SOUTH ELEVATION

PAD C

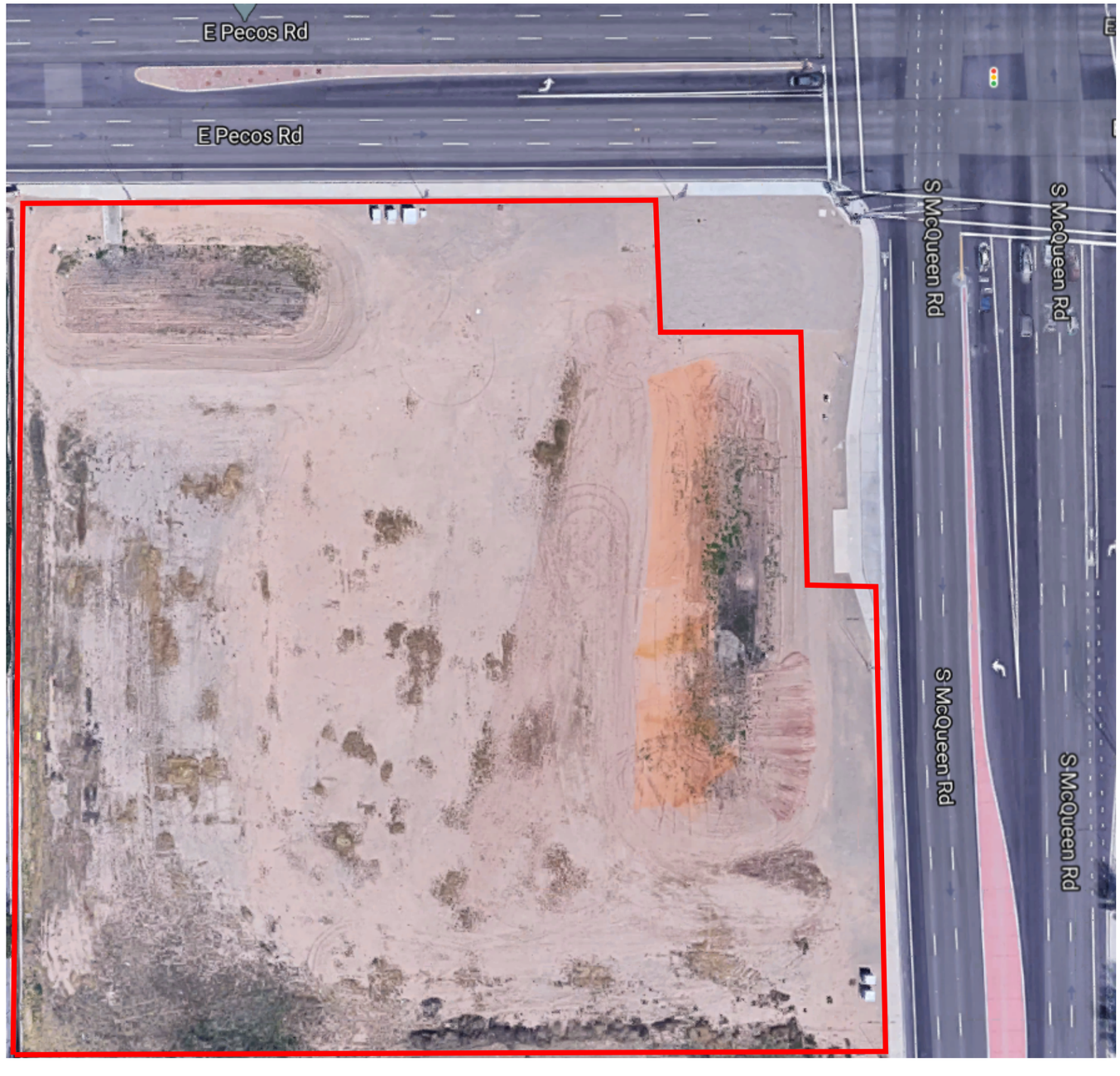
EAST ELEVATION

WEST ELEVATION SIMILIAR

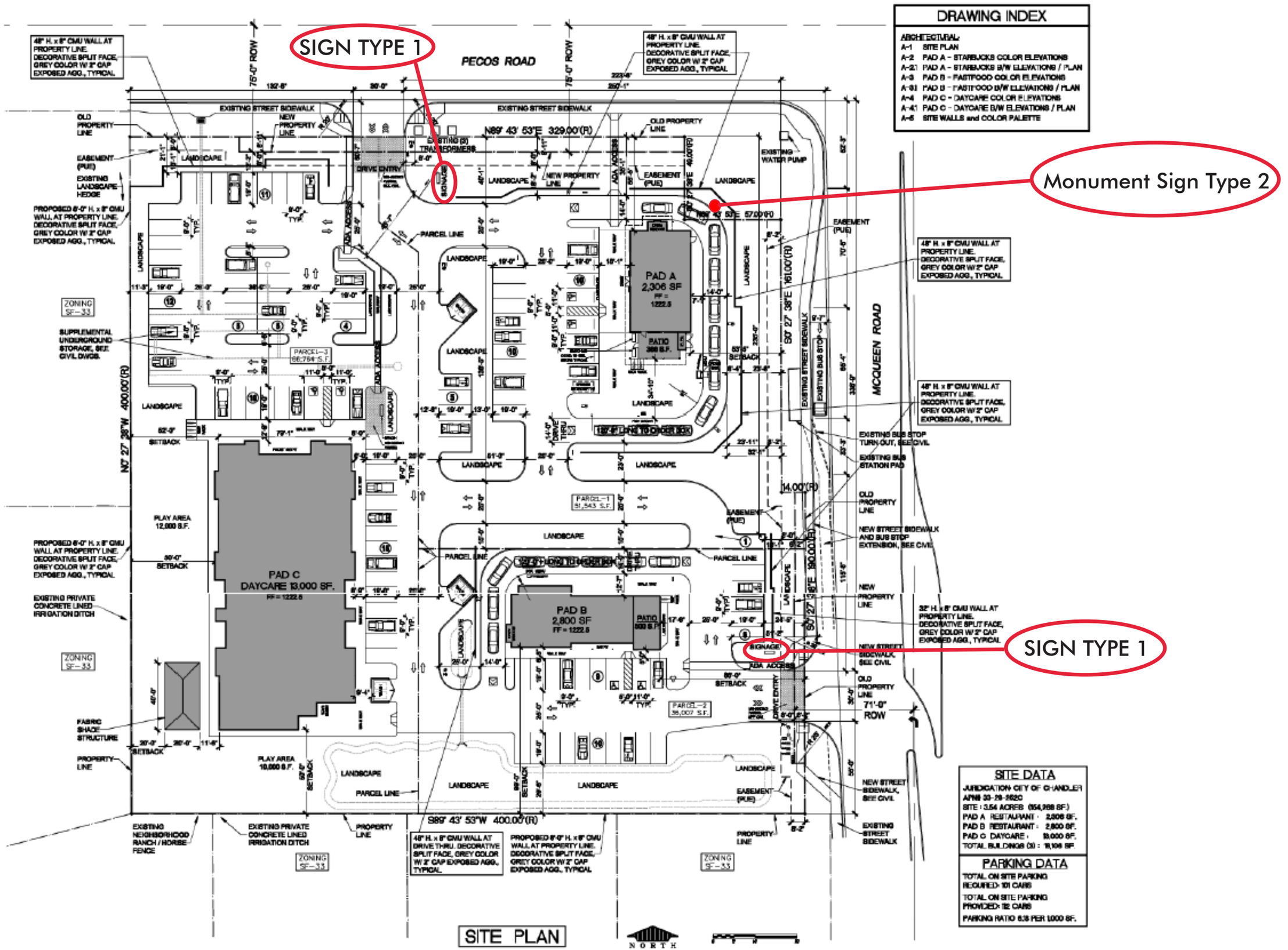
PAD C

FLOOR PLAN
NORTH
168'-6"
47'-2"
81'-7"
10'-11"
23'-6"
24'-2"
30'-9"
79'-7"
8'-6"
8'-0"
24'-8"
2'-0"
6'-0"
T.
LUNCH ROOM
KITCHEN
ENTRY
COORIDOR
5 YEAR OLD CLASS ROOM
4 YEAR OLD CLASS ROOM
PAD C (DAYCARE) 13,000 SF.
MULT PURPOSE ROOM
MEDIA ROOM
STOR.
MENS T.
WOMEN T.
OFFICE
LOBBY.
FRONT ENTRY
2 YEAR OLD CLASS ROOM
TODDLERS CLASS ROOM
1 YEAR OLD CLASS ROOM
3 YEAR OLD CLASS ROOM
8'-0"
8'-0"
16'-0"
16'-6"
39'-6"
16'-6"
31'-6"
16'-6"
16'-0"
152'-6"

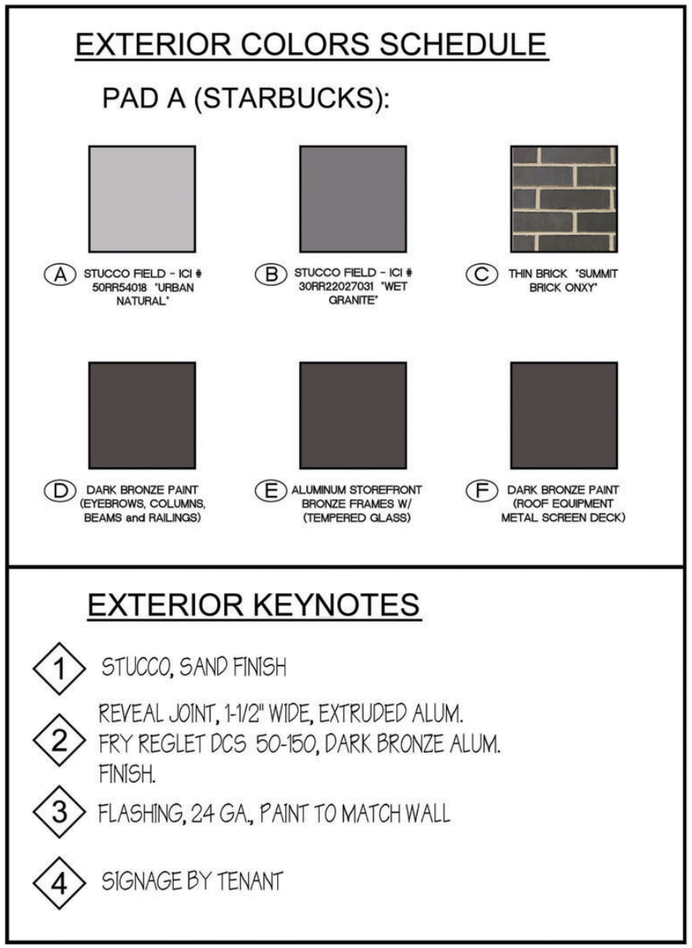
Site Location

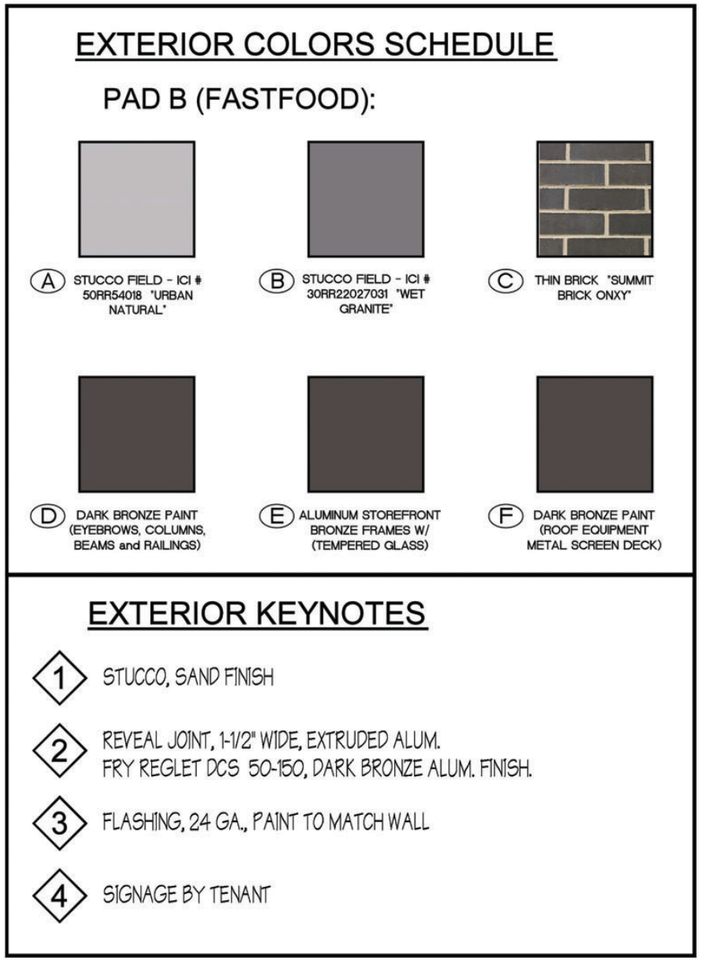


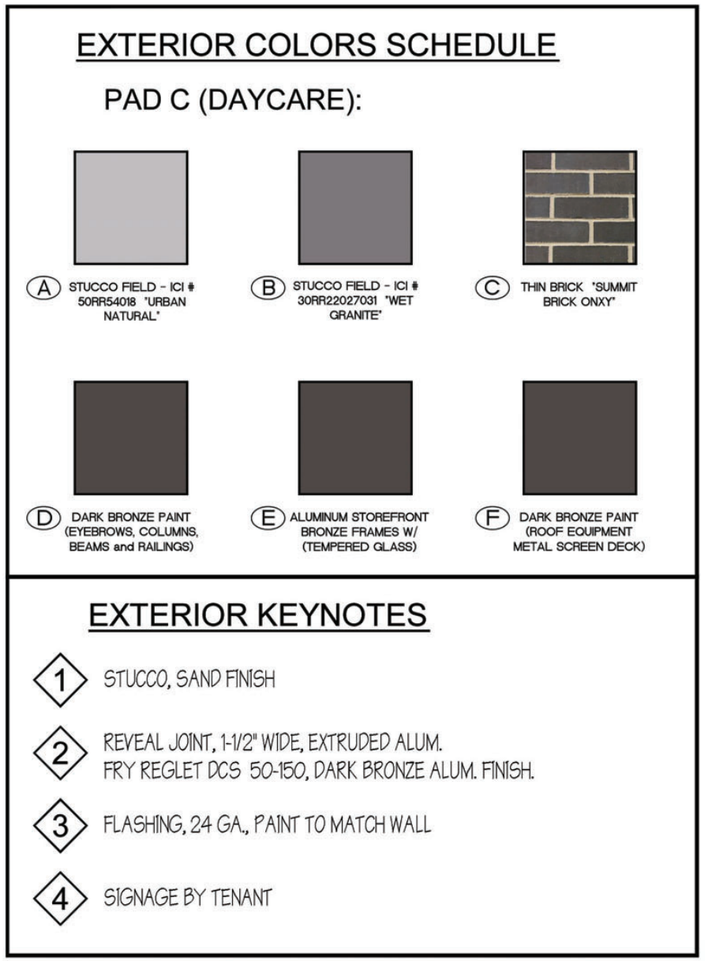
Site Map - Monument Sign Type 1 & 2 Locations



Colors & Materials







ITEM 5

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-014

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Benjamin Cereceres, City Planner
Subject: PLH21-0014 Move Human Performance Center
Request: Use permit approval to expand an existing sports therapy and training facility to an adjacent suite located in a Planned Light Industrial zoning district with a Planned Area Development Overlay (I-1/PAD)
Location: 375 E. Elliot Road, Suite 7, approximately ¼ mile east of the southeast corner of Arizona Avenue and Elliot Road
Applicant: Brennan Ray, Burch & Cracchiolo, PA

Proposed Motion:

Move City Council approve Use Permit, PLH21-0004, Move Human Performance Center, located approximately one-quarter mile east of the southeast corner of Arizona Avenue and Elliot Road subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Property is zoned Planned Light Industrial zoning district with a Planned Area Development Overlay (I-1/PAD)
- Move Human Performance Center's Use Permit was originally approved by City Council under ZUP17-0009 on September 14, 2017
- A (5) five-year extension was approved on May 28, 2020

Surrounding Land Use Data:

North	Across Elliot Road: Existing building zoned I-1/PAD	South	Across E. Alamo Drive: Existing building zoned I-1/PAD
East	Across N. Colorado Street: Existing building zoned I-1/PAD	West	Existing building zoned I-1/PAD

Proposed Development:

	Existing	**Proposed**

Suite Square-footage	2,854 Square-feet	2,854 square feet (existing facility) + 1,400 square feet (expansion area) = 4,254 square feet
Hours of Operation	7:00 a.m. - 7:00 p.m.: Monday/Wednesday/Friday 5:00 a.m. - 5:00 p.m. Tuesday/Thursday 8:00 a.m. - 12:00 p.m. Saturday Closed: Sunday	Same
Number of Employees	Four (4)	Same

Review and Recommendation:

Planning staff finds the requested expansion of the sports therapy and training facility to be compatible with other uses in the corporate park. The hours and days of operation do not conflict with other businesses, all activities occur indoors, clients are by appointment only, and on-site parking is adequate.

The Use Permit will maintain the same hours of operation, number of employees, and activities. The sole modification of the facility is to expand the facility size from 2,854 square feet to 4,254 square feet.

Upon finding the request to be consistent with the General Plan, Planning and Zoning Commission recommend approval to expand the facility subject to conditions.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood notice letter was mailed out in lieu of a meeting due to no residential development within the notification area.
- As of the writing of this memo, Planning staff is not aware of opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting February 17, 2021.
Motion to Approve

In Favor: 7 Opposed: 0 Absent: 0

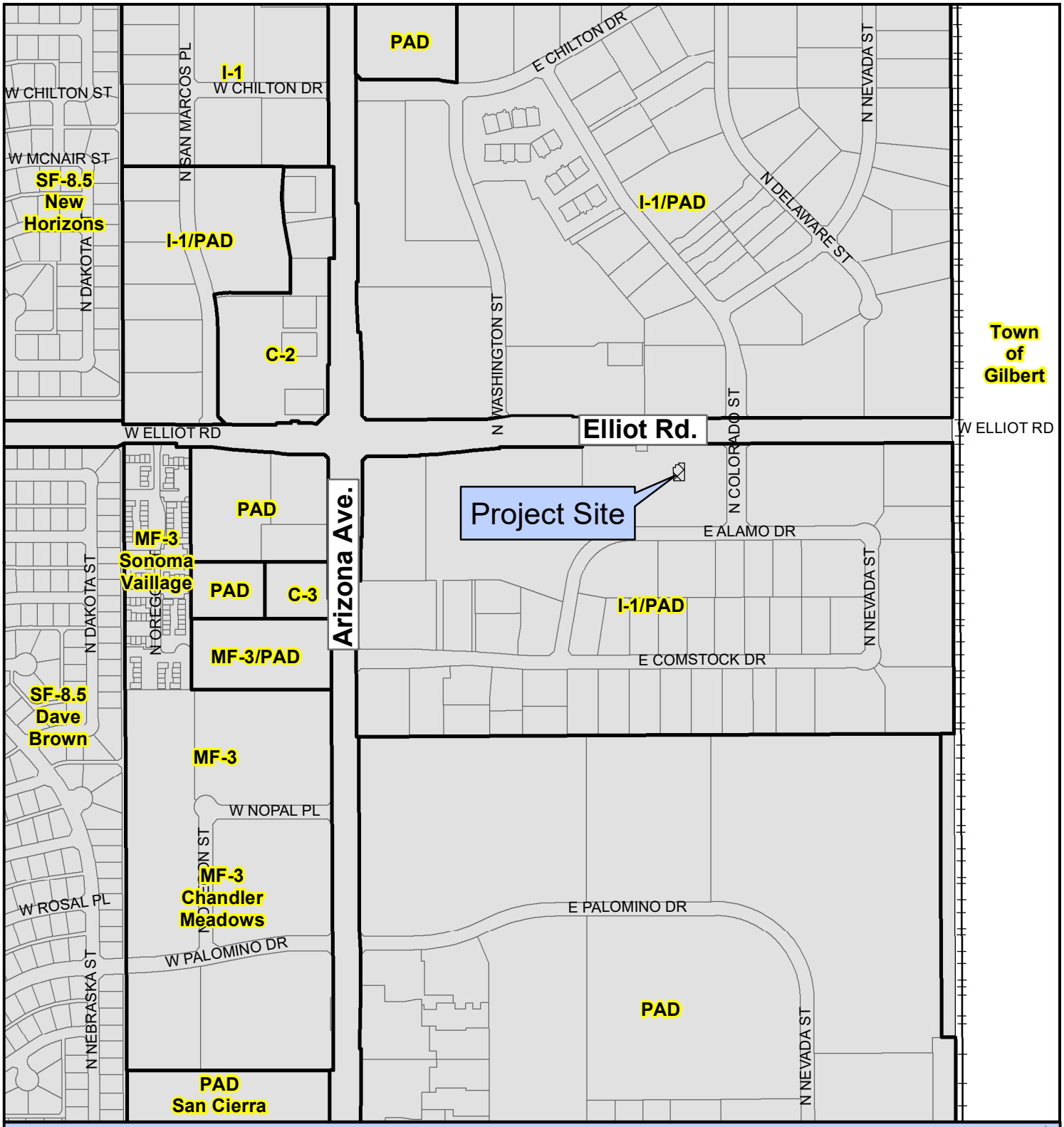
Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approve the Use Permit, subject to the following conditions:

1. Expansion or modification beyond the approved exhibits (Site Plan, Floor Plan, and Narrative) shall void the Use Permit and require new Use Permit application and approval.
2. The site shall be maintained in a clean and orderly manner.
3. The Use Permit shall remain in effect for five (5) years from the date of City Council approval. Continuation of the Use Permit beyond the expiration date shall require re-application and approval by the City of Chandler.

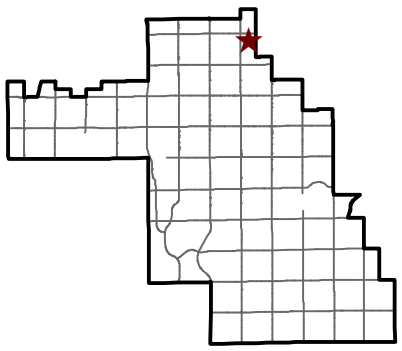
Attachments

Vicinty Maps
Narrative
Site Plan
Floor Plan



PLH21-0004 Move Human Performance

Proposed Project Details
375 E. Elliot Rd., Suite 7-9
Use Permit



Chandler Arizona
Where Values Make The Difference

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

PLH21-0004 Move Human Performance

Proposed Project Details
375 E. Elliot Rd., Suite 7-9
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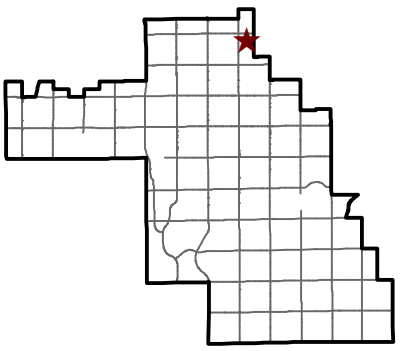

Chandler • Arizona
Where Values Make The Difference

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

MEMORANDUM

To: City of Chandler
From: Brennan Ray
Date: January 25, 2021
RE: **Use Permit – Move Human Performance**
375 E. Elliot Road, Suites 7-9 (East of the SEC of Arizona Ave. and Elliot Rd.)

Our office is working with Move Human Performance, LLC ("MOVE") in connection with their sports training and therapy business located at 375 East Elliot Road, Suites 7-9 (the "Site"). Attached as **Exhibit 1** is an aerial of the Site with the MOVE suite identified. The Site is part of a larger 240-acre business park known as "Arizona Corporate Park." Arizona Corporate Park (and the Site) is zoned Light-Industrial with a Planned Area Development Overlay. A sports training and therapy facility is permitted under I-1 with a Use Permit.

MOVE obtained approval of Use Permit on September 14, 2017 and an extension of the Use Permit on March 28, 2020 (PLH20-0015). The extension approved the Use Permit for a 5-year period. MOVE is expanding their business to an adjacent suite and seeks to amend the previous approval to include the new suite.

MOVE has operated on the Site without any interference or disruption to the existing businesses. MOVE continues to be a compatible use for the Site and surrounding area.

MOVE offers Post Rehab care, Spinal cord injury long term care, Sports Performance Classes, and Fitness training. Training is by appointment only. The typical hours of operation are 7 a.m. to 7 p.m. on Monday, Wednesday, and Friday, 5 a.m. to 5 p.m. on Tuesday and Thursday, and 8 a.m. to noon on Saturday. Staffing typically consists of the two business owners and 2 employees. MOVE provides a valuable and needed service to the City and its residents.

The site provides approximately 245 parking spaces. Adequate parking is available for the proposed use. The Site Plan is attached as **Exhibit 2**. The Floor Plan is attached as **Exhibit 3**.

MOVE respectfully requests approval of the Use Permit for a 5-year period.

M. Brennan Ray
702 East Osborn Road, Suite 110
Phoenix, Arizona 85014
(602) 234-8794 (Tel.)
(602) 850-9794 (Fax)
bray@bcattorneys.com

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ARIZONA CORPORATE PARK LOTS 1-20
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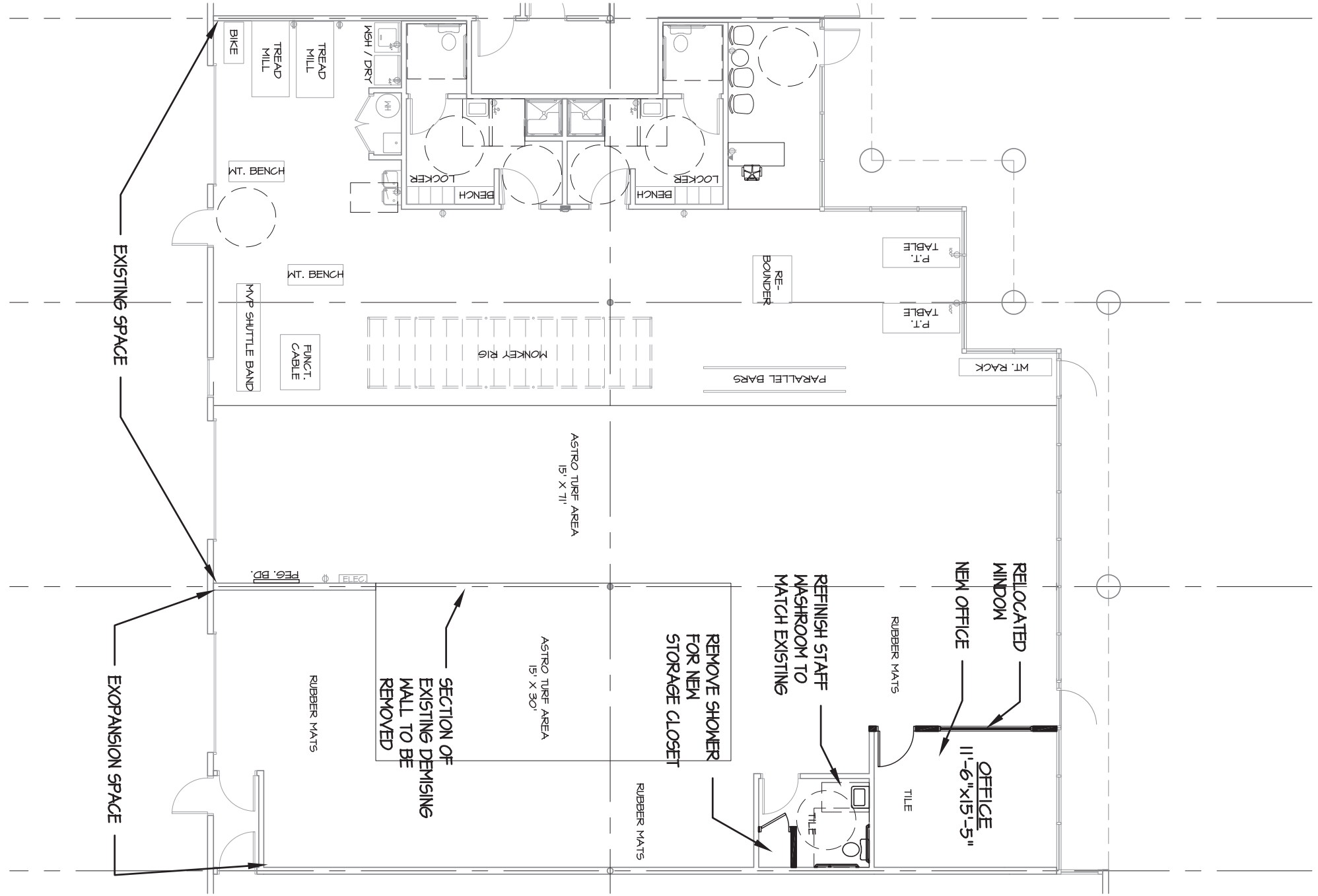


PLAN OPTION A
MOVE HUMAN PERFORMANCE
375 E. ELLIOT RD SUITE 7

SCALE: 1/8"=1'-0" DATE: 12/28/2020

PRELIMINARY
NOT FOR CONSTRUCTION

322 W. Knight Lane, Tempe, AZ 85284 - C. 602-571-5728 - T. 480.664.6224 - brian@bcmaarch.com

BCMA ARCHITECTURE

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-017

Date:	March 25, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Derek D. Horn Development Services Director
From:	Harley Mehlhorn, Junior Planner
Subject:	PLH20-0042 Rock Lobster Dining Room Expansion
Request:	Entertainment Use Permit (EUP) approval for existing patio speakers
Location:	2475 W. Queen Creek Road (southwest corner of Queen Creek and Dobson Roads)
Applicant:	Tony Eden, Owner Representative

Proposed Motion:

Use Permit or EUP

Move City Council approve Entertainment Use Permit, PLH20-0042, Rock Lobster Dining Room Expansion, located on the southwest corner of Queen Creek and Dobson roads, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Zoned as Planned Area Development (PAD) for office, retail, residential, and hotel uses.
- Zoning Code requires Entertainment Use Permit approval when outdoor speakers and/or live entertainment is provided and the establishment is located within 1,320 feet of residential property. The subject site is located approximately 150 feet north of multi-family residential development.
- A Liquor Use Permit (LUP) allowing liquor sales and live, acoustic, indoor music was approved in 2017 and had no effective time limit stipulation.
- Rock Lobster ownership was unaware of the Entertainment Use Permit Requirement at the time of speaker installation.
- The need for this Entertainment Use Permit came to staff's attention after Rock Lobster requested a Liquor License Extension of Premise.

Surrounding Land Use Data:

North	Queen Creek Road, then a hotel	South	The Cays (Multi-Family, part of the same zoning case)
East	Commercial (restaurant, retail, office)	West	Commercial (restaurant, retail, office)

Proposed Development:

Building/Suite Area	4,000 building sq. ft. & 500 patio sq. ft
# of employees	25 employees
Hours of Operation	Sunday through Thursday 11 am - 9 pm Friday and Saturday 11 am - 10 pm
Hours of Entertainment	Patio speakers provide ambient background music during business hours. No live entertainment is provided.

Review and Recommendation:

The existing patio speakers have been in operation for as long as the business, over ten years. During that time, no noise complaints have been filled against Rock Lobster with the Chandler Police Department, nor with Rock Lobster management. At the time of installation, the owners of the subject site were not aware that additional approval was needed to permit outdoor patio speakers, as a Liquor Use Permit allowing for live acoustic performances was granted in 2017 with no effective time limit. Planning staff has reviewed the request and finds that it is consistent with the General Plan.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on February 17, 2021. There were two attendees, both inquired with general questions and were not in opposition of this request.
- Four residents of The Cays reached out to Planning staff to express initial opposition as the residents thought this request would add volume or expand hours of operation; however, upon learning that this request does not permit anything in excess of what is currently existing, they appeared to no longer oppose the request (see attached public comment correspondence) One other resident reached out in opposition of this request, expressing that there is no need for additional music. Staff reached out to them to provide information. As of the writing of this memo, staff have not received a response.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting March 3rd, 2021.
Motion to Approve

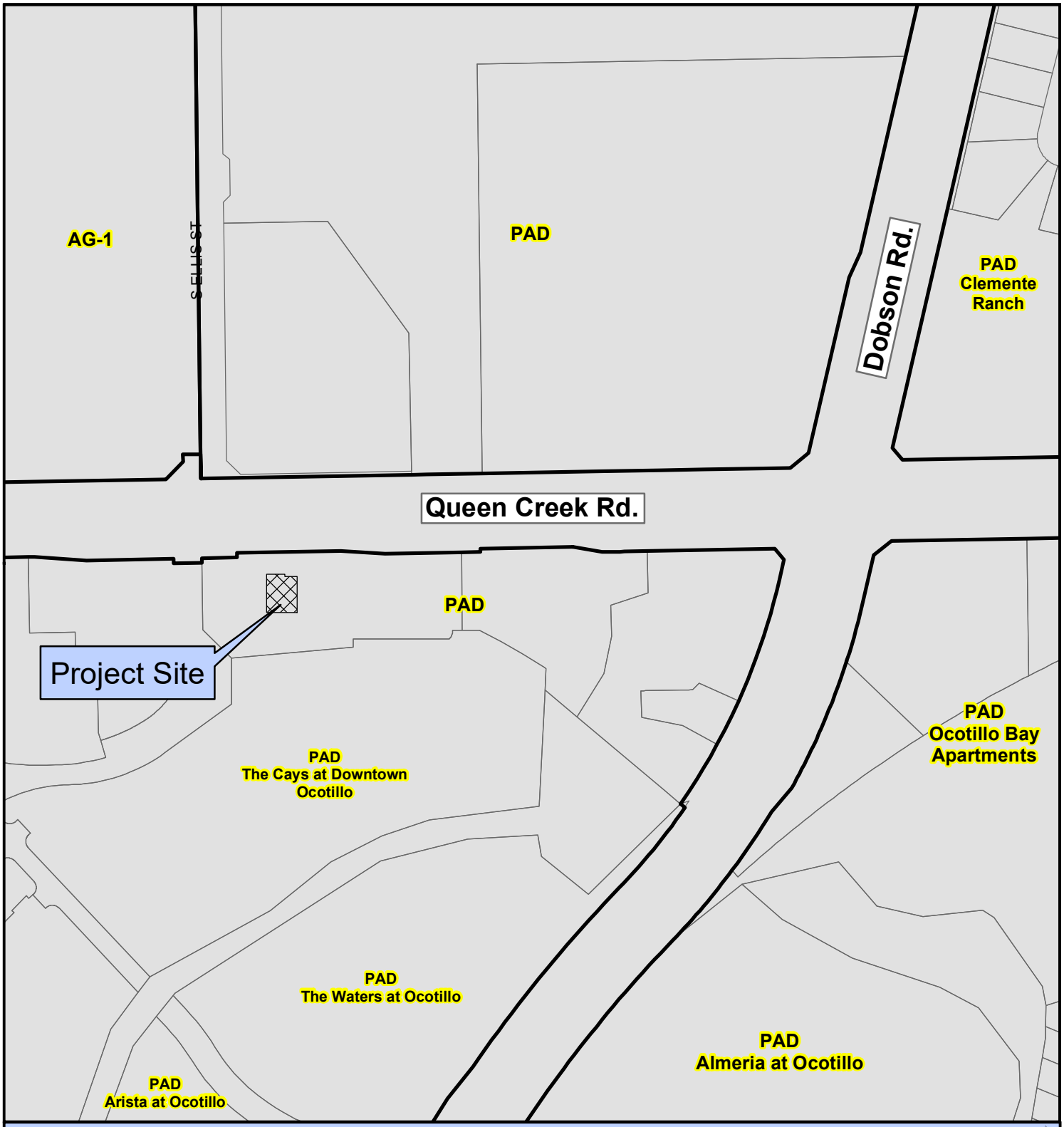
In Favor: 7 Opposed: 0 Absent: 1 (Kimble)

Recommended Conditions of Approval

1. Expansion or modification beyond the approved attachments (Floor Plan and Narrative) shall void the Entertainment Use Permit and require new Entertainment Use Permit application and approval.
2. The Entertainment Use Permit is non-transferable to any other location.
3. No noise shall be emitted from external speakers in such a manner that exceeds the general level of noise emitted by uses outside the premises of the business and disturbs adjacent businesses and residential areas.
4. The establishment shall provide a contact phone number for a responsible person (i.e., bar owner and/or manager) to any interested neighbors and property owners to resolve noise complaints quickly and directly.

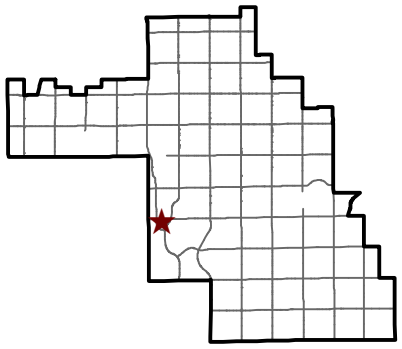
Attachments

Vicinity Maps
Narrative
Floor Plan
Public Comment and Correspondence



PLH20-0042 Rock Lobster Dining Room Expansion

Proposed Project Details
2475 W. Queen Creek Rd.
Entertainment Use Permit for existing patio speakers background music only



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PLH20-0042 Rock Lobster Dining Room Expansion

Proposed Project Details
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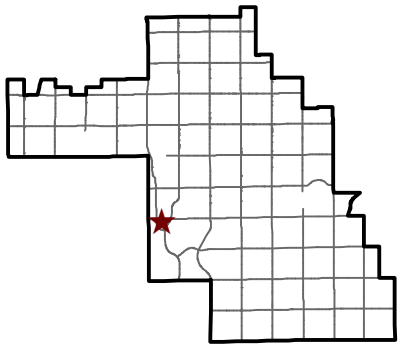

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RE: EUP, Narrative for Rock Lobster
2475 W. Queen Creek Road, Building H, Suite #8, Chandler, Arizona 85248

From: Tony Eden
Date: August 20, 2020

To Whom It May Concern:

Rock Lobster Sushi (Applicant) is located in Downtown Ocotillo at 2475 W Queen Creek Road, Building H, Suite #8, Chandler, Arizona 85248 (Existing Space). The application for EUP is to permit the 3 existing patio speakers we currently have on the 500 sq ft patio. Rock Lobster has 4000 sq ft of dining space inside and occupancy of 134 people. We have no plans for pool tables or games. Our hours of operation our Sunday through Thursday 11 am to 9 pm, and Friday and Saturday 11 am to 10 pm. We have always operated with these speakers set a low decibel. This request of application will not change any business operations.

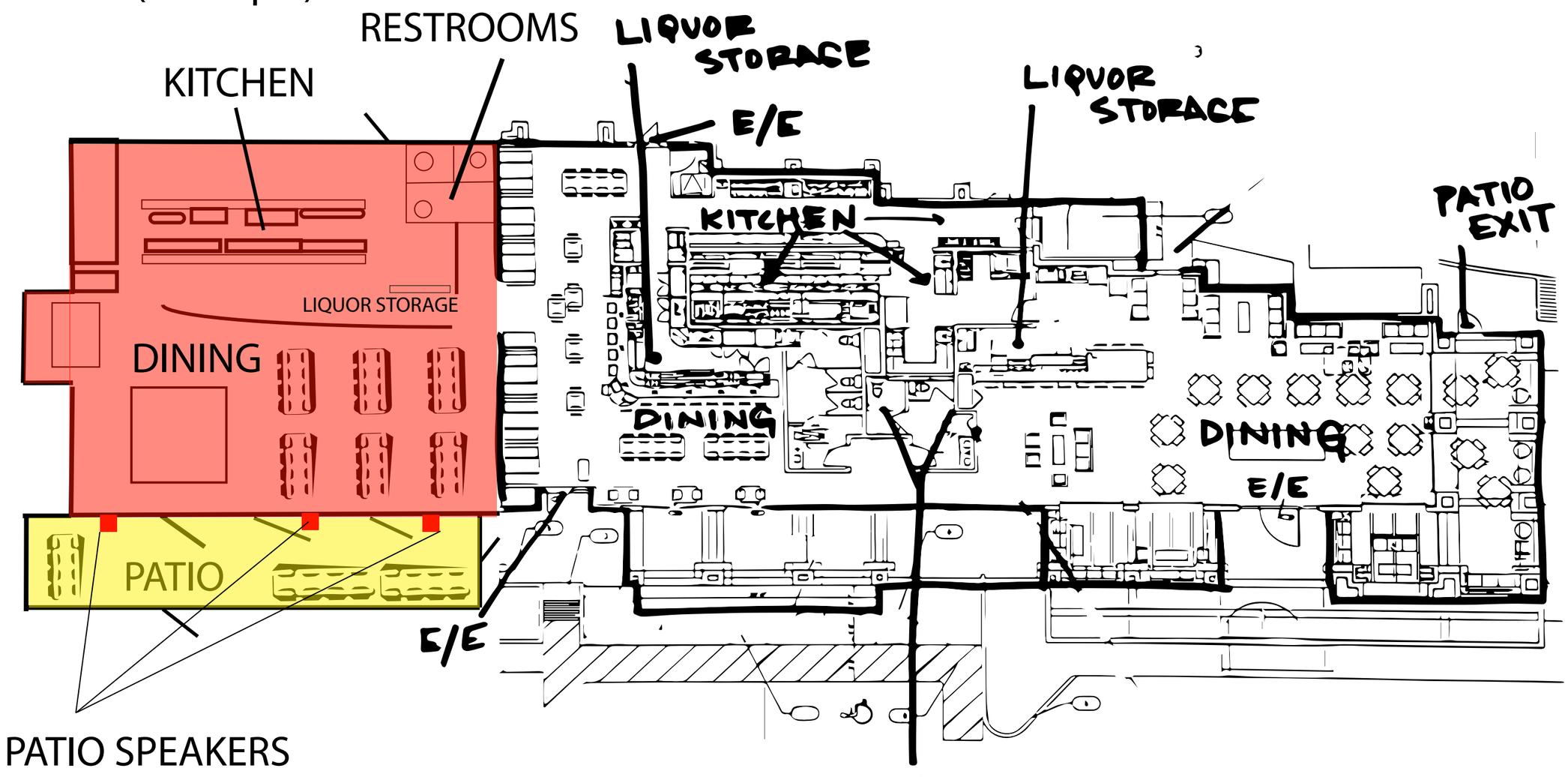
The Applicant currently operates a Series 12 liquor license. The Existing space already has an extensive menu and will boost dining capacity with more fish grill items. Rock Lobster offers a relaxed sushi, exciting Teppan grills, and full kitchen. Offering more grilled fish items to add to our extensive Asian menu. (see attached menu)

Currently, Rock Lobster employees 25 employees. Rock Lobster does not permit smoking within and outside on the patio. We have signs posted for no smoking. Site improvements do not make any changes to outside areas. We are not adding any signage to the additional dining space.

Regards,
Tony Eden
4802443573
livingroomtony@gmail.com

EXSITING (4000 sq. ft)

EUP PATIO (500 sq. ft)



PATIO SPEAKERS

RESTROOMS

THE SUSHI ROOM EUP PERMIT REQUEST

Re: rock lobster entertainment use permit PLH20-0042
Harley Mehlhorn to: DONALD G HUEBNER 02/08/2021 09:55 AM

Mr. Heubner,

Within the City of Chandler, establishments who serve alcohol and have entertainment (patio speakers included) must get an Entertainment Use Permit.. The Rock Lobster was unaware of this and added patio speakers years ago without notifying the city. When they submitted for a liquor extension they disclosed the speakers and thus need a retroactive permit.

To my knowledge the speakers only play ambient music and never above a normal background threshold.

To further clarify, this permit is not changing anything about the site or permitting anything additional other than what is currently existing.

If I can better explain feel free to give me a call at the number below and I would be more than happy to answer any questions that you may have,

Harley Mehlhorn
480-782-3054
harley.mehlhorn@chandleraz.gov
City Of Chandler Development Services
Planning Division

"DONALD G HUEBNER" Mr. Mehlhorn, I don't understand, I... 02/08/2021 09:48:43 AM

From: "DONALD G HUEBNER" <donkathyariz@msn.com>
To: "harley.mehlhorn@chandleraz.gov" <harley.mehlhorn@chandleraz.gov>
Date: 02/08/2021 09:48 AM
Subject: Re: rock lobster entertainment use permit PLH20-0042

Mr. Mehlhorn,

I don't understand, I go by the restaurant quite often. I've never heard music coming from the patio speakers. I didn't even know they had patio speakers until I got your letter. What exactly is the reason for requesting the permit?

Donald Huebner
donkathyariz@msn.com

From: Harley.Mehlhorn@chandleraz.gov <Harley.Mehlhorn@chandleraz.gov>
Sent: Monday, February 8, 2021 3:07 PM
To: DONALD G HUEBNER <DONKATHYARIZ@msn.com>
Subject: Re: rock lobster entertainment use permit PLH20-0042

Mr. Heubner,

Thank you for your public comment.

I would clarify that this request is not to permit anything further than what has been existing for a few years. No additional speakers nor additional hours are proposed as part of this submittal, it is simply triggered due to them serving alcohol and having patio speakers.

As the restaurant exists today do you have any issues with volume?

rock lobster entertainment use permit PLH20-0042
DONALD G HUEBNER to: harley.mehlhorn@chandleraz.gov 02/07/2021 01:05 PM
History:
This message has been replied to.

My name is Donald Huebner. My wife and I have lived at the Cays , unit #319 , for 4 1/2 years. I strongly oppose the permit to play outside music at the Rock Lobster. The thought of listening to music 11 hours a day / 7 days a week is appalling. My biggest fear is that, once Rock Lobster gets a permit, the other restaurants will want one too. That would mean a whole row of restaurants playing music most of the day. Please don't let that happen.

Since I don't have the means to attend the meeting on Zoom, I would appreciate it if you would let me know the outcome. My e-mail address is donkathyariz@msn.com.

Thanking you in advance,
Donald Huebner

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Re: Rock Lobster Entertainment Use Permit
Harley Mehlhorn to: Donna Schuchter 02/16/2021 01:34 PM

Mrs. Schuchter,

Thank you for your comments, they will be included in the public comment portion of my presentations and memos to the deciding bodies.

If you would like to share anything further regarding this request, feel free to reach out to me at the contact information below.

Harley Mehlhorn
480-782-3054
harley.mehlhorn@chandleraz.gov
City Of Chandler Development Services
Planning Division

"Donna Schuchter" I am aware of noise sometimes when I walk... 02/16/2021 01:23:49 PM

From: "Donna Schuchter" <don.donna.schuchter@outlook.com>
To: "Harley.Mehlhorn@chandleraz.gov" <Harley.Mehlhorn@chandleraz.gov>
Date: 02/16/2021 01:23 PM
Subject: Re: Rock Lobster Entertainment Use Permit

I am aware of noise sometimes when I walk my dog in the evening.

Get Outlook for Android

From: Harley.Mehlhorn@chandleraz.gov <Harley.Mehlhorn@chandleraz.gov>
Sent: Tuesday, February 16, 2021 9:08:39 AM
To: Donna Schuchter <don.donna.schuchter@outlook.com>
Subject: Re: Rock Lobster Entertainment Use Permit

Mrs. Schuchter,

Thank you for you comments.

I wanted to clarify one point of the permit, the proposed permit for this site does not permit anything additional than what is currently existing, meaning they are not going to play additional music out of non operational speakers, the speakers being permitted have been there for some time.

Do you have noise issues with Rock Lobster as it stands today?

Harley Mehlhorn
480-782-3054
harley.mehlhorn@chandleraz.gov
City Of Chandler Development Services
Planning Division

From: "Donna Schuchter" <don.donna.schuchter@outlook.com>
To: "harley.mehlhorn@chandleraz.gov" <harley.mehlhorn@chandleraz.gov>
Date: 02/13/2021 10:49 AM
Subject: Rock Lobster Entertainment Use Permit

Dear Sir,
My husband and I are expressing our opposition to Rock Lobster operating the existing patio speakers. There is enough noise pollution coming from that entire area and the noise does not need to be
amplified. Thank you for your information.

Sincerely,
Don and Donna Schuchter
Cays Residents

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Re: Rock Lobster Entertainment Use Permit
Bob Smith to: Harley.Mehlhorn 02/16/2021 05:08 PM

Thank you for the clarification. This should have been in the original email.

On Tue, Feb 16, 2021 at 11:30 AM <Harley.Mehlhorn@chandleraz.gov> wrote:

Mr. Smith,

The owners of the establishment were unaware of the need for a permit at the time of instalment and as such the speakers have been in operation for years. The city was made aware of the need for a retroactive permit after they submitted a liquor extension.

To clarify, this request changes nothing on the property, it is purely to retroactively approve the existing speakers.

Harley Mehlhorn
480-782-3054
harley.mehlhorn@chandleraz.gov
City Of Chandler Development Services
Planning Division

From: "Bob Smith" <bobsmithiiiaz@gmail.com>
To: Harley.Mehlhorn@chandleraz.gov
Date: 02/16/2021 11:00 AM
Subject: Re: Rock Lobster Entertainment Use Permit

Now you have me confused. If the outside speakers have been in operation, why is there a need for a permit? Would this be in violation of the ordinance? If the outside speakers are not in use now, but only the inside speakers on, how would I know what the sound level is?

On Tue, Feb 16, 2021 at 9:11 AM <Harley.Mehlhorn@chandleraz.gov>wrote:

Mr. Smith,

Thank you for your comment.

I wanted to clarify one point on this request, the proposed permit does not allow for any more speakers of music than is existing today, the speakers being "permitted" have been in existence for some years and have been in full operation. The speakers do not play anything above a background level.

Do you have noise issues with Rock Lobster as it stands today?

Let me know if I can be of further assistance,

Harley Mehlhorn, Junior Planner
480-782-3054
harley.mehlhorn@chandleraz.gov
City Of Chandler Development Services
Planning Division

From: "Bob Smith" <bobsmithiiiaz@gmail.com>
To: "harley.mehlhorn@chandleraz.gov"< harley.mehlhorn@chandleraz.gov>
Date: 02/14/2021 05:28 PM
Subject: Rock Lobster Entertainment Use Permit

Mr. Mehlhorn

I am against the issuing an entertainment use permit to Rock Lobster. There is no need for additional music/noise at that location.

Please vote against this permit.

I am a resident of the Cays.
--
Bob Smith

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--
Bob Smith

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--
Bob Smith

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Community of Innovation

City Council Memorandum **Facilities and Fleet Memo No.** N/A

Date:	March 25, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager
From:	Mike Hollingsworth, Facilities & Fleet Manager
Subject:	Facility Space Assessment

Proposed Motion:

Move City Council award Agreement No. BF1-918-4271 to Atkins North America, Inc., dba Faithful+Gould, for a facility space assessment, in an amount not to exceed $85,113.

Background/Discussion:

The City owns and operates 51 municipal buildings of a variety of sizes, ages and conditions. The current telework environment created by COVID-19 brought to light opportunities to re-evaluate building use and occupancy. While it is unknown if the current telework trend will be sustained in the long term, this assessment will include an examination of 21 City facilities and will recommend opportunities to better utilize building space and create efficiencies. This assessment will serve as a guide when making decisions regarding building usage, future investments in maintenance and/or potential disposal.

The anticipated project completion timeline is 100 days following Notice to Proceed.

Evaluation:

On November 5, 2020, City staff issued Request for Proposal No. BF1-918-4271 for a facility space assessment. Notification was sent to all registered vendors. Six proposals were received from the following offerors:

Faithful+Gould
FM Solutions, Inc.
ADM Group, Inc.
Gensler
Martix Consulting Group
Ernst & Young LLP
Kitchell/CEM, Inc.

The Evaluation Committee evaluated the proposals recommends award to Faithful & Gould, which submitted the most advantageous offer to the City in accordance with the evaluation criteria.

Financial Implications:

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1290.5219	General Fund	N/A	85,113	N

Attachments

Atkins America Agreement

CHANDLER
arizona

City Clerk Document No. _____

City Council Meeting Date: March 25, 2021

CITY OF CHANDLER SERVICES AGREEMENT
FACILITY SPACE ASSESSMENT
CITY OF CHANDLER AGREEMENT NO. BF1-918-4271

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Atkins North America Inc., dba Faithful+Gould, a Florida corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

A. City proposes to conduct a facility space assessment 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.

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within 100 days from the date the Contractor is notified in writing to proceed.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

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 $85,113. 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. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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: Christina Pryor	Name: Dean Leonard
Title: Purchasing Manager	Title: Vice President
Address: 175 S. Arizona Avenue, 3rd Floor	Address: 10 E. 40th Street, 13th Floor
Chandler, AZ 85225	New York, NY 10016
Phone: (480) 782-2403	Phone: (480) 286-5705
Email: christina.pryor@chandleraz.gov	Email: dean.leonard@fgould.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the 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.RS. §§ 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 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.

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

5.24 Disclosure of Information Adverse to 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.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to 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.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by 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.

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

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

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective

unless in writing and signed by the Parties.

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

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

5.32 Time is of the Essence. The Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for 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.

5.34 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.

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

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

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

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

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

5.39 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.

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

If required to provide services on a school district property at least five times during a month, 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.

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

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

5.43 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.

5.44 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.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: _____

Its: Dean M Leonard Vice President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

CONTRACTOR RESPONSIBILITIES

The facility space assessment conducted by the Contractor will include the following services.

1. Kick Off Meeting
   Organize the project and set expectations for project outcome and inputs needed for success including:
   - Team introductions
   - Post-COVID workplace trends
   - Validate goals and objectives
   - Define key participants
   - Confirm process and management
   - Data gathering requirements and assumptions
   - Team communication plan
   - Follow up documentation requested

2. Existing Condition Assessment
   - Review of current occupancy and pre-COVID utilization
   - Review the existing facility condition assessment and utilize team's knowledge of existing condition of buildings to steer the strategic planning toward the most efficient assets
   - Tour buildings and review floorplans to determine existing layouts and uses to establish a baseline for programming requirements
   - Assess detail available on furniture plans and whether additional work is required to detail existing configurations

3. Future Needs Evaluation
   - Conduct a series of interviews with Department leads in affected buildings to assess future needs for each department
   - Identify important department co-location requirements
   - Review results with key stakeholders to determine planning assumptions including a desk sharing ratio that aligns with the City's future needs

4. High Level Strategic Planning
   - Strategically direct the consolidation into buildings that require less long-term maintenance
   - Use output of interviews and key stakeholders' input to apply an appropriate sharing ration to support the City's future work
   - Apply high level existing space utilization information and square foot per person assumptions to create blocking plans showing up to three scenarios of how City buildings could be consolidated

5. Report Preparation
   - Prepare final report with interview findings and portfolio planning recommendations for each site

- Provide administrative check ins with City including follow-up to validated recommendations

CONTRACTOR DELIVERABLES

At the conclusion of the facility space assessment, the Contractor will provide a Final Report including:

- Existing condition documentation and assessment
- Interview output summary
- Future needs assessment
- Space planning assumptions
- Master plan scenarios for consolidating buildings (up to 3 scenarios)

CITY BUILDINGS

The following buildings will be included in the facility space assessment.

Building Name	Year Built	Address	Square Footage
Tumbleweed Recreation Center	2003	2250 S. McQueen	3,065
Snedigar Recreation Center	1991/2000	4500 S. Basha	10,546
Community Center	1986	125 E. Commonwealth	37,621
Senior Center	1986/2000	202 E. Boston	10,467
Main Library	1996	22 S. Delaware	64,000
Sunset Branch Library	2000	4930 W. Ray	19,500
Environmental Education Center	2008	4050 E. Chandler Heights Rd.	11,180
Development Services	1970/2000	215 E Buffalo	50,516
Traffic	2005	975 E. Armstrong Bldg. B	15,261
Streets	2005	976 E Armstrong Bldg. C	9,000
Fire Support Services	1985/2007	163 S. Price	17,060
City Hall Building A (City Hall Tower)	2010	175 S. Arizona Ave.	98,774
City Hall Building C (Vision Gallery)	2010	235 S. Arizona Ave.	12,940
City Hall Building D (Neighborhood Resources/Housing & Redevelopment)	2010	210 S. Washington	6,264
Fleet/Central Supply	2004	975 E. Armstrong Bldg. I	46,330
Information Technology	1970/2000	275 E. Buffalo	17,961
Tumbleweed Park & Facilities Service Center	2009	650 E. Ryan Rd.	17,301
Main Police Department	1998	250 E. Chicago	68,261
Desert Breeze Police Sub-Station	2006	251 N. Desert Breeze	21,253
Chandler Heights Police Sub-Station	2008	4040 E. Chandler Heights Rd.	21,841
PD Hamilton Facility	1990	911 S. Hamilton	11,000

ADDITIONAL SERVICES

The Contractor may provide other related services upon request from the City.

EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Fees are inclusive of all services described in the Scope of Services.

Description	Fee
Project Kick Off	$3,130
Physical Facility Assessments Needs Assessment Interviews Strategic Planning	$57,525
Reports and Recommendations Report Preparation Administrative Check Ins	$24,458
Project Total	**$85,113**

EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

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

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 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.

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

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

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

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

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

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

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

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

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

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

NONE

CHANDLER arizona
Community of Innovation

City Council Memorandum **Facilities and Fleet** **Memo No.** N/A

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
From: Mike Hollingsworth, Facilities & Fleet Manager
Subject: Agreement No. FS0-060-4131, Amendment No.1, for OEM Auto Parts and Service

Proposed Motion:

Move City Council approve Agreement No. FS0-060-4131, Amendment No. 1, with Tex Chevrolet dba Earnhardt Chevrolet; Earnhardt Enterprises dba Earnhardt Toyota Scion; Earnhardt Gilbert Dodge, Inc., dba Earnhardt Chrysler Dodge Jeep Ram; Earnhardt Chandler Cadillac, Inc.; Earnhardt Ford Sales Company; and Courtesy Auto of Mesa dba Courtesy Dodge for OEM Auto Parts and Service, for a period of one year, April 1, 2021, through March 31, 2022, in a combined total amount not to exceed $350,000.

Background/Discussion:

The City's Fleet Services Division and Fire Department have an ongoing requirement to repair all City of Chandler vehicles and service equipment. The requested contracts will provide original equipment manufacturer (OEM) parts and service for that purpose. The primary use of the contracts will be to purchase repair parts. The service component of the contracts may be used on a very limited basis depending upon the repair.

Evaluation:

On March 26, 2020, Council approved an agreement with Tex Chevrolet dba Earnhardt Chevrolet; Earnhardt Enterprises dba Earnhardt Toyota Scion; Earnhardt Gilbert Dodge, Inc., dba Earnhardt Chrysler Dodge Jeep Ram; Earnhardt Chandler Cadillac, Inc.; Earnhardt Ford Sales Company; and Courtesy Auto of Mesa dba Courtesy Dodge for OEM Auto Parts and Service, for a one-year period, with the option of four one-year extensions. All contractors have agreed to extend for one additional year with no changes to the discount structures. Staff recommends extension of this agreement for the term of April 1, 2021, through March 31, 2022. This is the first extension of this agreement.

Financial Implications:

Funds for the purchase of OEM Auto Parts and Service will be from the Fleet Inventory account (101.0000.1512) and Fire Parts account (101.2260.5315)

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N

101.2260.5315.0.0.0	General Fund	Parts	$50,000	N
101.0000.1512.0.0.0	General Fund	Inventory	$300,000	N

Attachments

Agreement 4131 Amendment 1 - Earnhardt Toyota
Agreement 4131 Amendment 1 - Earnhardt Chevrolet
Agreement 4131 Amendment 1 - Earnhardt Ford
Agreement 4131 Amendment 1 - Earnhardt Cadillac
Agreement 4131 Amendment 1 - Earnhardt CDJR
Agreement 4131 Amendment 1 - Courtesy Dodge

CHANDLER arizona

City Clerk Document No._____

City Council Meeting Date: _____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
OEM AUTO PARTS AND SERVICE
CITY OF CHANDLER AGREEMENT NO. FS0-060-4131

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Earnhardt Enterprises, Inc. dba Earnhardt Toyota/Scion (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for OEM auto parts and service (Agreement); and

WHEREAS, the term of the Agreement is April 1, 2020 through March 31, 2021; and

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III: Period of Service, Term is amended to read as follows: The Agreement is extended for a one-year period April 1, 2021 through March 31, 2022.

3. Section IV: Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor an amount not to exceed $350,000, in aggregate including all companion agreements, as set forth in Exhibit B of the original Agreement.

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Angela Troge Angela Troge

Its: Corporate Contracts Mgr.

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER
arizona

City Clerk Document No._____

City Council Meeting Date: _____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
OEM AUTO PARTS AND SERVICE
CITY OF CHANDLER AGREEMENT NO. FS0-060-4131

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Tex Chevrolet, Inc. dba Earnhardt Chevrolet (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for OEM auto parts and service (Agreement); and

WHEREAS, the term of the Agreement is April 1, 2020 through March 31, 2021; and

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III: Period of Service, Term is amended to read as follows: The Agreement is extended for a one-year period April 1, 2021 through March 31, 2022.

3. Section IV: Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor an amount not to exceed $350,000, in aggregate including all companion agreements, as set forth in Exhibit B of the original Agreement.

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____ Angela Troge

Its: Corporate Contracts Mgr.

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER
arizona

City Clerk Document No._____

City Council Meeting Date: _____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
OEM AUTO PARTS AND SERVICE
CITY OF CHANDLER AGREEMENT NO. FS0-060-4131

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Earnhardt Ford Sales Company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for OEM auto parts and service (Agreement); and

WHEREAS, the term of the Agreement is April 1, 2020 through March 31, 2021; and

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III: Period of Service, Term is amended to read as follows: The Agreement is extended for a one-year period April 1, 2021 through March 31, 2022.

3. Section IV: Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor an amount not to exceed $350,000, in aggregate including all companion agreements, as set forth in Exhibit B of the original Agreement.

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____ Angela Troge

Its: Corporate Contracts Mgr.

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona

City Clerk Document No._____

City Council Meeting Date: _____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
OEM AUTO PARTS AND SERVICE
CITY OF CHANDLER AGREEMENT NO. FS0-060-4131

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Earnhardt Chandler Cadillac, Inc. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for OEM auto parts and service (Agreement); and

WHEREAS, the term of the Agreement is April 1, 2020 through March 31, 2021; and

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III: Period of Service, Term is amended to read as follows: The Agreement is extended for a one-year period April 1, 2021 through March 31, 2022.

3. Section IV: Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor an amount not to exceed $350,000, in aggregate including all companion agreements, as set forth in Exhibit B of the original Agreement.

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____ Angela Troge

Its: Corporate Contracts Mgr.

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER
arizona

City Clerk Document No._____

City Council Meeting Date: _____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
OEM AUTO PARTS AND SERVICE
CITY OF CHANDLER AGREEMENT NO. FS0-060-4131

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Earnhardt's Gilbert Dodge, Inc. dba Earnhardt Chrysler Dodge Jeep Ram (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for OEM auto parts and service (Agreement); and

WHEREAS, the term of the Agreement is April 1, 2020 through March 31, 2021; and

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III: Period of Service, Term is amended to read as follows: The Agreement is extended for a one-year period April 1, 2021 through March 31, 2022.

3. Section IV: Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor an amount not to exceed $350,000, in aggregate including all companion agreements, as set forth in Exhibit B of the original Agreement.

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____ Angela Troge

Its: Corporate Contracts Mgr.

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona

City Clerk Document No._____

City Council Meeting Date: _____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
OEM AUTO PARTS AND SERVICE
CITY OF CHANDLER AGREEMENT NO. FS0-060-4131

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Courtesy Auto of Mesa dba Courtesy Dodge (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for OEM auto parts and service (Agreement); and

WHEREAS, the term of the Agreement is April 1, 2020 through March 31, 2021; and

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section IV: Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor an amount not to exceed $350,000, in aggregate including all companion agreements, as set forth in Exhibit B of the original Agreement.

3. Section III: Period of Service, Term is amended to read as follows: The Agreement is extended for a one-year period April 1, 2021 through March 31, 2022.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____

Its: James-in Kellehals
F.O.D.

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum **Facilities and Fleet Memo No.** N/A

Date:	March 25, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager
From:	Mike Hollingsworth, Facilities & Fleet Manager
Subject:	Agreement No. AS8-405-3826, Amendment No.1, for Fuel

Proposed Motion:

Move City Council approve Agreement No. AS8-405-3826, Amendment No. 1, with Senergy Petroleum, LLC; Supreme Oil Co.; and Western Refining Southwest dba Flyers Energy, LLC; for the purchase of fuel, for a three-year period, April 1, 2021, through March 31, 2024, in a combined total amount not to exceed $7,800,000 for the three-year term.

Background/Discussion:

The City has an ongoing requirement for fuel used in City vehicles, as well as motorized and stationary equipment. Based on historical information, the City estimates that it will use approximately 655,000 gallons of fuel annually. The requested agreements include fuel purchased from card-lock facilities and retail locations, as well as bulk fuel used for generators, remote fuel sites, and other equipment.

The pricing for fuel is determined based on the sum of Weekly Oil Price Information Service (OPIS), tax, and fixed margin. The component of cost that is based on OPIS will adjust weekly. The requested not-to-exceed amount for this contract is based on an estimate of $4.00 per gallon, taking into account potential OPIS historical fluctuations. The City's actual cost will be based on OPIS.

Evaluation:

On December 7, 2017, Council approved an agreement with Senergy Petroleum, LLC; Supreme Oil Co.; and Western Refining Southwest dba Flyers Energy, LLC; for the purchase of fuel, for a three-year period, April 1, 2021, through March 31, 2021, in a combined total amount not to exceed $7,800,000 for the three-year term.

Staff recommends extension of this agreement for the term of April 1, 2021, through March 31, 2024. This is the second extension of this agreement.

Financial Implications:

Funds for this Agreement will come from the General Fund, Inventory Fuel Account (101.0000.1510), and will be charged to the respective department funds and cost centers' Fuel Accounts (5337) during the fiscal year the fuel is purchased and used. Bulk fuel deliveries will be charged directly to the user department fund and cost center.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.0000.1510.0.0.0	General Fund	Fuel	$7,8000,000	N

Attachments

Agreement 3826 Amendment 1 - Flyers Energy
Agreement 3826 Amendment 1 - Senergy Petroleum
Agreement 3826 Amendment 1 - Supreme Oil

CHANDLER arizona

City Clerk Document No._____

City Council Meeting Date: _____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FUEL
CITY OF CHANDLER AGREEMENT NO. AS8-405-3826

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Western Refining Southwest dba Flyers Energy, LLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for Fuel (Agreement); and

WHEREAS, the term of the Agreement is April 1, 2018 through March 31, 2021; and

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4.1: Price is amended to read as follows: The City will pay the Contractor an amount not to exceed $7,800,000, in aggregate including all companion agreements, for the three year term of the contract, as set forth in Exhibit B of the original Agreement.

3. Section 5.1: Term is amended to read as follows: The Agreement is extended for a three-year period April 1, 2021 through March 31, 2024.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____

Its: Chief Operating Officer

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

City Clerk Document No._____

City Council Meeting Date: _____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FUEL
CITY OF CHANDLER AGREEMENT NO. AS8-405-3826

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Senergy Petroleum LLC. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for Fuel (Agreement); and

WHEREAS, the term of the Agreement is April 1, 2018 through March 31, 2021; and

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4.1: Price is amended to read as follows: The City will pay the Contractor an amount not to exceed $7,800,000, in aggregate including all companion agreements, for the three year term of the contract, as set forth in Exhibit B of the original Agreement.

3. Section 5.1: Term is amended to read as follows: The Agreement is extended for a three-year period April 1, 2021 through March 31, 2024.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____

Its: SVP, Sales and Marketing

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona

City Clerk Document No._____

City Council Meeting Date: _____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FUEL
CITY OF CHANDLER AGREEMENT NO. AS8-405-3826

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Supreme Oil Co. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for Fuel (Agreement); and

WHEREAS, the term of the Agreement is April 1, 2018 through March 31, 2021; and

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4.1: Price is amended to read as follows: The City will pay the Contractor an amount not to exceed $7,800,000, in aggregate including all companion agreements, for the three year term of the contract, as set forth in Exhibit B of the original Agreement.

3. Section 5.1: Term is amended to read as follows: The Agreement is extended for a three-year period April 1, 2021 through March 31, 2024.

4. *All other terms and conditions of the Agreement remain unchanged and in full force and* effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: M. Manuel

Its: PRESIDENT

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum **Facilities and Fleet** **Memo No.** N/A

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
From: Mike Hollingsworth, Facilities & Fleet Manager
Subject: Agreement No. BF1-910-4275, with FiveOliver, LLC; Classic Roofing, LLC; National Waterproofing & Roofing, LLC; and Sprayfoam Southwest, Inc., dba Global Roofing Group; for Roofing Repairs and Maintenance

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Proposed Motion:

Move that City Council approve Agreement No. BF1-910-4275, with FiveOliver, LLC; Classic Roofing, LLC; National Waterproofing & Roofing, LLC; and Sprayfoam Southwest, Inc., dba Global Roofing Group; for Roofing Repairs and Maintenance in a combined amount not to exceed $860,000, for a one-year term, April 1, 2021, through March 31, 2022.

Background/Discussion:

Roof leaks are a major concern and can cause significant damage to finishes, equipment and documents. Every effort is made to minimize leaks; however, due to the variety of roof materials and the extreme weather conditions in the area, the roofs on City buildings require constant inspection as well as maintenance. This roof repair and maintenance contract will enable the Building and Facilities Division to have regularly scheduled roofing inspections performed by industry experts, as well as address maintenance and repair issues that may arise. These inspections will be used as a preventative measure to address potential roof deficiencies before they become leaks. Scheduled inspections will be used to establish replacement schedules for roofing at or beyond their lifecycle. Having a service provider on contract will allow the City to be given discount pricing on material and labor as well as priority service in the event of an emergency.

This agreement will also be used by several departments with the City for various roofing maintenance and projects.

Evaluation:

On December 21, 2020, City staff issued Request for Proposal No. BF1-910-4275 for roofing repairs and maintenance. Notification was sent to all registered vendors. Four proposals were received from the following offerors:

Classic Roofing, LLC
FiveOliver, LLC
National Waterproofing & Roofing, LLC
Sprayfoam Southwest, Inc., dba Global Roofing Group

The evaluation committee evaluated the proposals and recommended award to FiveOliver, LLC; Classic Roofing, LLC; National Waterproofing & Roofing, LLC; and Sprayfoam Southwest, Inc., dba Global Roofing Group; who submitted advantageous offers to the City in accordance with the evaluation criteria.

The term of this Agreement is April 1, 2021, through March 31, 2022, with the option of up to four one-year extensions.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3830.5410	Water Operating	N/A	$50,000	N
605.3860.5410	Water Operating	N/A	$50,000	N
615.3960.5410	Wastewater Operating	N/A	$150,000	N
615.3940.5219	Wastewater Operating	N/A	$30,000	N
615.3970.5219	Wastewater Operating	N/A	$50,000	N
616.3930.5219	Wastewater Industrial	N/A	$20,000	N
401.3210.6210.0.6BF628	General Government Capital Project	Existing Buildings Repair &Main.	$450,000	Y
101.3200.5410.0000	General Fund	N/A	$60,000	N

Attachments

Classic Roofing
Five Oliver
Global Roofing
National Waterproofing

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: March 25, 2021

CITY OF CHANDLER SERVICES AGREEMENT
ROOFING REPAIRS AND MAINTENANCE
CITY OF CHANDLER AGREEMENT NO. BF1-910-4275

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Classic Roofing, LLC, an Arizona Limited Liability Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20____(Effective Date).

RECITALS

A. City proposes to roofing repairs and maintenance 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

The term of the Agreement is **ONE year**, and begins on **April 1, 2021** and ends on **March 31, 2022** unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to **FOUR** additional terms of **ONE** year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

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 $860,000, including companion agreements. 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. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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: Mike Hollingsworth	Name: Brandon Richardson
Title: Facilities & Fleet Manager	Title: General Manager
Address: 650 E. Ryan Rd.	Address: 2744 W. Virginia Ave.
Chandler, AZ 85225	Phoenix, AZ 85009
Phone: 480-782-2759	Phone: 602-442-5550
Email: mike.hollingsworth@chandleraz.gov	Email: brandon.richardson@classicaz.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the 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.RS. §§ 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 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.

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

5.24 Disclosure of Information Adverse to 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.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to 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.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by 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.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts

located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

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

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

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

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for 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.

5.34 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.

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

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

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the

services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A – Scope of Work
Exhibit B – Pricing
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E1-2 – Hot Work Permit
Exhibit F1-2 - Bonds

5.39 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.

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

If required to provide services on a school district property at least five times during a month, 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.

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

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

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including,

but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 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.

5.45 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.

5.46 Performance and Payment Bonds. At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

Each such bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.*, as in Appendices 4 and 5 of these General Conditions.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: _____ Brandon Richardson

Its: General Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A
SCOPE OF WORK

INTRODUCTION

Contractor will provide minor repairs and maintenance but may also provide complete roof replacements as needed. Roofing systems may include but are not limited to overlay, rubber, built up roofing, 2 ply, 3 ply, shingle and asphalt. This service shall be provided, on an 'as needed' basis, for a period of one (1) year, with options as outlined in the "TERM" section of this solicitation.

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract. The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

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

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

I. EXPERTISE, KNOWLEDGE AND TRAINING

A. The Contractor and Contractor Technicians shall maintain complete and up-to-date expertise, knowledge, and training (including all appropriate professional and technical certifications) for the professional performance of any and all required or recommended manufacturer processes, procedures, and techniques for the repair of roofs and replacement of roofing systems.

B. Contractors and all Contractor Roofers performing repairs or installation for the product intended to be used, or other products and systems shall have full, complete, and up-to-date manufacturer training and certification for these roofing techniques and systems.

C. Proof of training and certifications shall be made available upon request.

D. The Contractor shall consult with the City of Chandler as necessary and appropriate to clarify the scope of existing specifications, to discuss changes to specifications or procedures, and to otherwise inform, advise and consult.

E. Manufacturer recommended specifications and procedures as well as any changes to manufacturer recommended or required maintenance/repair procedures that occur during the term of this contract shall automatically become part of this contract and will not result in additional cost to the City. Increased cost to the Contractor but may be addressed for consideration as part of annual contract renewal. Any such changes shall automatically become part of this contract and will not result in additional cost to the City or decreased cost to the Contractor at the time of their implementation, may be considered as part of annual contract renewal. The Contractor shall provide written notification to the City of Chandler within 5 working days of any changes to manufacturer's required or recommended preventive maintenance or repair procedures, regardless of whether the Contractor is working on a current roofing project.

F. All work shall be performed per the details, specifications, standards, and requirements of each manufacturer for each type of roof system scheduled for repair, replacement, or installation. All work shall be performed by a certified roofer so as not to void any existing roof manufacturer' warranty.

G. In addition to the manufacturer specifications, the 'City" may require additional specifications which will be submitted to the contractor at the time of the request for proposal.

II. ROOF PROJECT PRICE PROPOSALS

A. The City of Chandler may request the Contractor to provide a written Roofing Project Proposal (RPP). RPPs shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

B. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide an RPP. The Contractor shall state the reason for declining to submit a RPP. The Contractor shall provide a written statement stating the reasons for declining to provide a RPP within 3 business days.

C. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

D. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:
    1. Project Address
    2. Building Name
    3. Project Description
    4. Roofing system components to be repaired or replaced
    5. Facility Maintenance (FM) measured project square footage
    6. Manufacturer products and specification to be used on the project
    7. Moisture testing requirement (if any)

8. Davis Bacon Wage requirements, if applicable
9. SBE/DBE subcontractor participation goals, if applicable

E. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete RPP.

F. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written RPP to the City of Chandler. The RPP shall be submitted either by mail, FAX, e-mail, or hand delivery.

G. The written RPP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

H. A Roofing Price Proposal shall contain include the following information:
   1. Address of Project Location
   2. The City of Chandler square footage of roof surface
   3. Contractor measured square footage of roof surface
   4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
   5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
   6. Roofing system components to be repaired or replaced per manufacturer project specifications
   7. Manufacturer products to be used
   8. Volumes of materials to be used
   9. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
   10. Warranties by type of work and products
   11. Specifications for any techniques or products outside of manufacturer specs
   12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

I. The Contractor shall be required to verify all existing conditions, dimensions of repair work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

J. The Contractor shall rely on the manufacturer specifications when developing proposals. Manufacturer specifications shall be provided by the City of Chandler or the Contractor shall obtain the specifications from the manufacturer. Manufacturer specifications shall be provided as an attachment to the proposal.

K. The City of Chandler shall review submitted written Roof Project Proposals and either accept, request revisions, or decline the RPP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the RPP.

L. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

III. ROOF PROJECT WARRANTY REQUIREMENTS

The Contractor shall provide the following warranties:

A. Roof Systems: Minimum 20 year product warranty.
All complete or partial roof installations shall be considered a complete system, including all penetrations, wall flashings, curbs, caps, drains, etc. There shall be no exclusions. Upon successful completion of the project, and after all post installation procedures have been completed, the Contractor shall furnish the City with all minimum manufacturer labor and materials combined option membrane guarantee. The guarantee shall be a term type, without deductibles or limitations on coverage amount. This guarantee shall not exclude random areas of ponding from coverage for the first ten years.

B. Roof Coating Warranty: 10 years

C. Contractor Workmanship: 5 years

IV. PREVENTATIVE MAINTENANCE PROPOSALS

A. The City of Chandler may request the Contractor to provide a written Preventative Maintenance Proposal (PMP). PMP's shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

B. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide a PMP. The Contractor shall state the reason for declining to submit a PMP. The Contractor shall provide a written statement stating the reasons for declining to provide a PMP within 3 business days.

C. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

D. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

1. Project Address
2. Building Name
3. Project Description
4. Roofing system components to be maintained.
5. Facility Maintenance (FM) measured project square footage
6. Moisture testing requirement (if any)
8. Davis Bacon Wage requirements, if applicable
9. SBE/DBE subcontractor participation goals, if applicable

E. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete PMP.

F. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written PMP to the City of Chandler. The PMP shall be submitted either by mail, FAX, e-mail, or hand delivery.

G. The written PMP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

H. A Preventative Maintenance Proposal shall contain include the following information:

I. Address of Project Location
II. The City of Chandler square footage of roof surface
III. Contractor measured square footage of roof surface
IV. Space for square footage discrepancy (City of Chandler to Contractor measurement)
V. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
VI. Roofing system components to be maintained per manufacturer recommendations. (Type of roofing system)
VII. Age of the roofing system.
VIII. Assessed current condition.
IX. Proposed frequency of preventative maintenance.
X. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
XI. Specifications for any techniques or products used during the preventative maintenance process. (Manufacturers recommendations)
XII. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

I. The Contractor shall be required to verify all existing conditions, dimensions of work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

J. The Contractor shall rely on the manufacturer specifications/recommendations when developing proposals. The Contractor shall obtain the specifications/recommendations from the manufacturer. Manufacturer specifications/recommendations shall be provided as an attachment to the proposal.

K. The City of Chandler shall review submitted written Preventative Maintenance Proposals and either accept, request revisions, or decline the PMP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the PMP.

L. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

V. EMERGENCY ROOF REPAIRS

A. The City of Chandler, shall notify the Contractor by telephone call to request emergency roofing repair services during after hours, weekends or holidays. Telephone calls shall be made by the City of Chandler to the designated telephone number(s). The Contractor and the City of Chandler shall discuss a response time for the emergency repairs, when the Contractor shall arrive on-site prepared to perform the work. The City of Chandler shall determine if the response time is adequate and shall so inform the Contractor.

B. The Contractor shall immediately inform the City of Chandler if the Contractor is unable to perform the emergency repair service and the reason for being unable to respond.

C. The Contractor shall arrive on-site to the emergency roof repair location fully prepared and equipped to assess the scope of the required repair within 2 hours of telephone notification by the City. The time of the notification shall be as documented by the City and the time of notification shall be provided by the City representative at the time the service call is made by the City. The City of Chandler shall meet the Contractor at the site.

D. After completing an assessment of scope of the required roof repair, the Contractor shall immediately notify the City of Chandler of the nature of the required repairs and provide an estimate of the time and cost required to repair the roof. As directed by the City of Chandler, repairs may involve complete minor repairs or temporary repairs pending more complete work at another time.

E. Upon authorization received from the City of Chandler, the Contractor shall immediately commence and complete the emergency repair of the roof to the full satisfaction of the City of Chandler.

F. At the conclusion of roof repair work, the Contractor shall immediately complete and present to the City of Chandler, a written Roof Repair Service report that identifies the repairs or

replacements made, products used, parts repaired or replaced, and suggestions or recommendations for further work.

VI. PERFORMING ROOF PROJECTS AND REPAIRS

During any roofing project, in addition to any other requirement in this contract the Contractor shall:

A. Arrive on site fully prepared and equipped with all materials and equipment necessary to commence immediately and perform the roofing project.

B. Perform all roof projects in full compliance with specific Roof Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

C. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

D. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas of roof construction. Continue the fire watch for 30 minutes after roofing material application has been suspended for the day.

E. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

F. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

G. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

H. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

I. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the FM representative, and not unreasonably encumber the premises with materials or equipment.

J. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Roofers any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired and/or re-roofed shall be required to be done

when the building is not occupied. The site coordinator will have the final approval of date and time of all outages.

K. Secure all materials and equipment on the site and ensure that no materials or equipment are "point-load" on the roof. Materials shall be set on the roof using insulation pads and/or plywood skids, so as not to puncture or deflect roof.

L. Schedule site visits from manufacturers to approve roof decking and substrate prior to installing roof, obtain from the roofing materials manufacturer a written approval of decking and substrate, and provide to the City of Chandler a copy of the written approvals.

M. Not allow the application of roofing materials during precipitation or at times before or after anticipated precipitation to ensure that products are applied during manufacturer recommended weather conditions. The Contractor shall take adequate and appropriate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.

N. Not apply cold adhesive if low outside temperatures might interfere with the proper application of the cold adhesive products. Store cold adhesive products in a sufficiently warm manner immediately prior to use. Use a shop squeegee to assist in an even distribution of the adhesive (cut notches out of the rubber blade of the squeegee). Suspend application in situations where the adhesive cannot be kept at temperatures allowing for even distribution.

O. Protect newly applied roofing materials and adjacent surfaces from any staining or mechanical damage.

P. Prevent access by the public to materials, tools, and equipment.

Q. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances, to include the use of a magnet around the entire roof and grounds around building to collect all nails and metal debris. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

R. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

S. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

T. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

U. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

V. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

W. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

X. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

Y. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

Z. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

AA. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City, however the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

VII. CITY'S RESPONSIBILITIES

The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any roof projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

The City of Chandler designated representative(s) shall:

A. Serve as the primary City contact(s) for roof projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

B. Collaborate with the Contractor to develop roof project specifications

C. Coordinate on-site pre-project proposals and meet with the Contractor at the roof project location/site on the specified date and time scheduled for commencement of project or repair.

D. Review, decline, or approve Roof Project proposals.

E. Develop and submit Notices to Proceed for all work.

F. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the roofing sites and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

G. Consult with the Contractor in advance and during the course of all roofing projects to ensure the work progresses and is completed to the full satisfaction of the City.

H. Consult with manufacturer representatives to verify proper product uses and application.

I. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

J. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed, and approve or decline to approve any such recommendations or suggestions.

K. Review, approve, or decline to accept work at any phase of the roof project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

L. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

M. Review, approve, or decline to approve the roofing project or repair in whole or in part.

N. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

VIII. EMPLOYEE REQUIREMENTS:

A. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for, and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

B. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with the FM, other City staff, and the public. The Contractor shall ensure that

all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must wear these identification badges at all times while on a City of Chandler job site.

C. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable

D. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

E. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

IX. OTHER REQUIREMENTS:

A. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

B. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

C. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

D. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

X. MONITORING CONTRACTOR PERFORMANCE

A. The Contractor shall fully and at all times cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

B. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

1. On-Site Monitoring: Conduct visual on-site work performance during all roofing projects, through the use of observation, discussion, and technical consultation.

2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

C. The City of Chandler will attempt to resolve any contractual issues at the lowest possible level using the following steps to document and correct performance issues. These steps will be preliminary and in addition to any other standard contractual remedies.

1. Informal Discussion: The City of Chandler shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

2. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

3. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

EXHIBIT B
PRICE PROPOSAL PAGE

MODIFIED BITUMINOUS ROOF		**Units**	**Price**
1	Repair general roof leak.	Per Sqft	$7.85
2	Install new vent thru roof.	Per Roof Vent	$285
3	Replace damaged plywood decking based on ½" CDX, minimum 16 square feet. Replace damaged rigid board roof insulation based on 1" thick, minimum 16 square feet.	Per Sqft	$7.25
4	Replace standard roof edge flashing (4 inch edge with 4 inch flange). Flashing shall be 22 gage-galvanized sheet metal minimum length 10 foot.	Per Linear Foot	$9
5	Install new unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor.	Per Support	$185

SINGLE PLY-ROOF		**Units**	**Price**
1	Repair general roof leak. Standard service call, two hour maximum.	Per Sqft	$9
2	Install new vent thru roof.	Per Roof Vent	$235
3	Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet.	Per Sqft	$5.50
4	Replace damaged metal decking. Standard "B" deck, minimum 24 square feet.	Per Sqft	$12.50
5	Replace damaged rigid board roof insulation. Based on 1" thick.	Per Sqft	$1.75
6	Replace standard roof edge flashing (4 inch edge with 4 inch flange) Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet.	Per Linear Foot	$9
7	Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet.	Per Linear Foot	$7.85
8	Install new single ply roof wrap / flashing with single ply flange at roof penetrations for electrical conduits, utility piping and steel equipment supports. Flashings shall be per single ply roof manufacturer's recommendation.	Per Pocket	$225

9	Install new unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor.	Per Support	$185

STANDING SEAM METAL ROOF		Units	Price
1	Repair general roof leak - include base felt and resetting of metal roof panels. Standard service call, two hour maximum.	Per Sqft	$12.75
2	Install new vent thru roof.	Per Roof Vent	$325
3	Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet.	Per Sqft	$5.50
4	Replace damaged metal decking. Standard "B" deck, minimum 24 square feet.	Per Sqft	$12.50
5	Replace damaged rigid board roof insulation. Based on 1" thick minimum 16 square feet.	Per Sqft	$1.75
6	Replace standard roof edge flashing (4 inch edge with 4 inch flange). Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet.	Per Linear Foot	$9
7	Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet.	Per Linear Foot	$7.85
8	Install new unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor	Per Support	$185

SHINGLED ROOF		Units	Price
1	Remove old shingles down to wood deck.	Per Sqft	$9.50
2	Replace damaged plywood decking based on 1/2 inch CDX minimum 16 square feet.	Per Sqft	$5.50
3	Replace standard roof edging 4 x 4" 22 gauge minimum 10 linear feet.	Per Sqft	$9
4	Install new# 15 felt paper and minimum 30 year shingles.	Per Sqft	$5.50

MOISTURE TESTING		Units	Price
1	Conduct moisture testing		$1200

	GENERAL PRICING AND MATERIALS	Units	Price
1	Hourly Rate - Normal hours*	Per Hour	$85
2	Hourly Rate - After normal hours	Per Hour	$127.50
3	Hourly Rate - Weekend	Per Hour	$127.50
4	Hourly Rate - Holidays	Per Hour	$127.50
5	Hourly Rate - Emergency response - (respond within two hours of notification)	Per Hour	$85
6	Materials mark-up percentage (Actual Cost Plus%)	Percentage	5%
7	Minimum Call Out Charge	Each	$375

*Normal hours are considered any 8 hour period between the hours of 6am and 5pm Monday through Friday.

EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

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

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form

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

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

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

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered

under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

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

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

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

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

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

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

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

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

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

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

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly

acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

Contractor and Subcontractor Worker Background Screening. Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively Contract Worker(s)) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively Background Screening) at Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Contractor agrees that it will verify legal Arizona worker status as required by Arizona Revised Statutes (A.RS.) §41-4401. Contractor further agrees that it will conduct a background check for real identity/legal name on all Contract Workers prior to proposing the Contract Worker to the City.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, the City reserves the right but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.RS. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

Contractor Certification. By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements as required. A Contract Worker rejected for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without the City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to the City's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section 5.5, Indemnification, Contractor shall defend, indemnify and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

Continuing Duty: Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section pursuant to Section 5.1, Records/Audit.

EXHIBIT E1
HOT WORK PERMIT EXAMPLE

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: _____ Permit Expires (within 24 hrs.) Time: _____

PRECAUTIONS:	**Yes**	**No**	**N/A**
Fire Sprinklers in service	____	____	____
Cutting/welding equipment in good repair	____	____	____
Fire Extinguisher on hand	____	____	____
PRECAUTIONS WITHIN 35' OF WORK:			
Floors free of combustibles	____	____	____
Combustible floors protected	____	____	____
Flammable liquids removed or protected	____	____	____
Explosive atmosphere in area eliminated	____	____	____
All walls and floors opening covered	____	____	____
Fire resistant coverings under work	____	____	____
WORK ON WALLS, CEILINGS OR FLOORS:			
Construction is non-combustible	____	____	____
Combustibles moved away from other side of the wall	____	____	____
WORK ON ENCLOSED EQUIPMENT:			
Enclosed equipment cleared of all combustibles	____	____	____
Containers purged of flammable/combustible liquids and gases	____	____	____
FIRE WATCH:			
Fire watch will be maintained during and for at least 30 minutes after completion	____	____	____
Fire watcher is trained in use of this equipment and in sounding alarm	____	____	____
Fire watcher is supplied with appropriate fire extinguisher	____	____	____
Fire watcher checks affected, adjacent rooms	____	____	____

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

External Contractor: Project/Number: _____
Project Coordinator: _____
Contractor Company Name: _____
Contractor Employee Rep.: _____

Approval

Supervisor: _____

Signature: _____

Contact Number: _____

Permit must be posted at jobsite

EXHIBIT E2
Hot Work Permit Procedure

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see "confined space permit")
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

EXHIBIT F1
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____ _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **ROOFING REPAIRS AND MAINTENANCE, BF1-910-4275**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2020.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

EXHIBIT F2
PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT: _____(hereinafter "Principal"), as Principal, and _____ _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the _____ _____ day of _____ , 20__, for **ROOFING REPAIRS AND MAINTENANCE, BF1-910-4275,** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLICATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20___.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY_____

_____
SURETY SEAL

_____
AGENT ADDRESS

City Clerk Document No. _____

City Council Meeting Date: March 25, 2021

CITY OF CHANDLER SERVICES AGREEMENT
ROOFING REPAIRS AND MAINTENANCE
CITY OF CHANDLER AGREEMENT NO. BF1-910-4275

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and FiveOliver, LLC, an Arizona Limited Liability Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20____(Effective Date).

RECITALS

A. City proposes to roofing repairs and maintenance 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

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

The term of the Agreement is **ONE year**, and begins on **April 1, 2021** and ends on **March 31, 2022** unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to **FOUR** additional terms of **ONE** year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

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 $860,000, including companion agreements. 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. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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

For the City	For the Contractor
Name: Mike Hollingsworth	Name: Jacob Oliver
Title: Facilities & Fleet Manager	Title: Managing Partner
Address: 650 E. Ryan Rd.	Address: 6991 E. Camelback Rd., Ste. D-300
Chandler, AZ 85225	Scottsdale, AZ 85251
Phone: 480-782-2759	Phone: 480-720-6323
Email: mike.hollingsworth@chandleraz.gov	Email: jacob@fiveoliver.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the 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,

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.RS. §§ 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 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.

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

5.24 Disclosure of Information Adverse to 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.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to 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.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by 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.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts

located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

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

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

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

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for 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.

5.34 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.

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

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

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the

services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Scope of Work
Exhibit B – Pricing
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E1-2 – Hot Work Permit
Exhibit F1-F2 - Bonds

5.39 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.

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

If required to provide services on a school district property at least five times during a month, 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.

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

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

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including,

but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 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.

5.45 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.

5.46 Performance and Payment Bonds. At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

Each such bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.,* as in Appendices 4 and 5 of these General Conditions.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: _____

Its: Managing Partner

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A
SCOPE OF WORK

INTRODUCTION

Contractor will provide minor repairs and maintenance but may also provide complete roof replacements as needed. Roofing systems may include but are not limited to overlay, rubber, built up roofing, 2 ply, 3 ply, shingle and asphalt. This service shall be provided, on an 'as needed' basis, for a period of one (1) year, with options as outlined in the "TERM" section of this solicitation.

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract. The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

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

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

I. EXPERTISE, KNOWLEDGE AND TRAINING

A. The Contractor and Contractor Technicians shall maintain complete and up-to-date expertise, knowledge, and training (including all appropriate professional and technical certifications) for the professional performance of any and all required or recommended manufacturer processes, procedures, and techniques for the repair of roofs and replacement of roofing systems.

B. Contractors and all Contractor Roofers performing repairs or installation for the product intended to be used, or other products and systems shall have full, complete, and up-to-date manufacturer training and certification for these roofing techniques and systems.

C. Proof of training and certifications shall be made available upon request.

D. The Contractor shall consult with the City of Chandler as necessary and appropriate to clarify the scope of existing specifications, to discuss changes to specifications or procedures, and to otherwise inform, advise and consult.

E. Manufacturer recommended specifications and procedures as well as any changes to manufacturer recommended or required maintenance/repair procedures that occur during the term of this contract shall automatically become part of this contract and will not result in additional cost to the City. Increased cost to the Contractor but may be addressed for consideration as part of annual contract renewal. Any such changes shall automatically become part of this contract and will not result in additional cost to the City or decreased cost to the Contractor at the time of their implementation, may be considered as part of annual contract renewal. The Contractor shall provide written notification to the City of Chandler within 5 working days of any changes to manufacturer's required or recommended preventive maintenance or repair procedures, regardless of whether the Contractor is working on a current roofing project.

F. All work shall be performed per the details, specifications, standards, and requirements of each manufacturer for each type of roof system scheduled for repair, replacement, or installation. All work shall be performed by a certified roofer so as not to void any existing roof manufacturer' warranty.

G. In addition to the manufacturer specifications, the 'City" may require additional specifications which will be submitted to the contractor at the time of the request for proposal.

II. ROOF PROJECT PRICE PROPOSALS

A. The City of Chandler may request the Contractor to provide a written Roofing Project Proposal (RPP). RPPs shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

B. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide an RPP. The Contractor shall state the reason for declining to submit a RPP. The Contractor shall provide a written statement stating the reasons for declining to provide a RPP within 3 business days.

C. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

D. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

1. Project Address
2. Building Name
3. Project Description
4. Roofing system components to be repaired or replaced
5. Facility Maintenance (FM) measured project square footage
6. Manufacturer products and specification to be used on the project
7. Moisture testing requirement (if any)

8. Davis Bacon Wage requirements, if applicable
9. SBE/DBE subcontractor participation goals, if applicable

E. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete RPP.

F. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written RPP to the City of Chandler. The RPP shall be submitted either by mail, FAX, e-mail, or hand delivery.

G. The written RPP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

H. A Roofing Price Proposal shall contain include the following information:
   1. Address of Project Location
   2. The City of Chandler square footage of roof surface
   3. Contractor measured square footage of roof surface
   4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
   5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
   6. Roofing system components to be repaired or replaced per manufacturer project specifications
   7. Manufacturer products to be used
   8. Volumes of materials to be used
   9. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
   10. Warranties by type of work and products
   11. Specifications for any techniques or products outside of manufacturer specs
   12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

I. The Contractor shall be required to verify all existing conditions, dimensions of repair work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

J. The Contractor shall rely on the manufacturer specifications when developing proposals. Manufacturer specifications shall be provided by the City of Chandler or the Contractor shall obtain the specifications from the manufacturer. Manufacturer specifications shall be provided as an attachment to the proposal.

K. The City of Chandler shall review submitted written Roof Project Proposals and either accept, request revisions, or decline the RPP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the RPP.

L. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

III. ROOF PROJECT WARRANTY REQUIREMENTS

The Contractor shall provide the following warranties:

A. Roof Systems: Minimum 20 year product warranty.
All complete or partial roof installations shall be considered a complete system, including all penetrations, wall flashings, curbs, caps, drains, etc. There shall be no exclusions. Upon successful completion of the project, and after all post installation procedures have been completed, the Contractor shall furnish the City with all minimum manufacturer labor and materials combined option membrane guarantee. The guarantee shall be a term type, without deductibles or limitations on coverage amount. This guarantee shall not exclude random areas of ponding from coverage for the first ten years.

B. Roof Coating Warranty: 10 years

C. Contractor Workmanship: 5 years

IV. PREVENTATIVE MAINTENANCE PROPOSALS

A. The City of Chandler may request the Contractor to provide a written Preventative Maintenance Proposal (PMP). PMP's shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

B. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide a PMP. The Contractor shall state the reason for declining to submit a PMP. The Contractor shall provide a written statement stating the reasons for declining to provide a PMP within 3 business days.

C. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

D. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

1. Project Address
2. Building Name
3. Project Description
4. Roofing system components to be maintained.
5. Facility Maintenance (FM) measured project square footage
6. Moisture testing requirement (if any)
8. Davis Bacon Wage requirements, if applicable
9. SBE/DBE subcontractor participation goals, if applicable

E. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete PMP.

F. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written PMP to the City of Chandler. The PMP shall be submitted either by mail, FAX, e-mail, or hand delivery.

G. The written PMP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

H. A Preventative Maintenance Proposal shall contain include the following information:

I. Address of Project Location
II. The City of Chandler square footage of roof surface
III. Contractor measured square footage of roof surface
IV. Space for square footage discrepancy (City of Chandler to Contractor measurement)
V. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
VI. Roofing system components to be maintained per manufacturer recommendations. (Type of roofing system)
VII. Age of the roofing system.
VIII. Assessed current condition.
IX. Proposed frequency of preventative maintenance.
X. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
XI. Specifications for any techniques or products used during the preventative maintenance process. (Manufacturers recommendations)
XII. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

I. The Contractor shall be required to verify all existing conditions, dimensions of work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

J. The Contractor shall rely on the manufacturer specifications/recommendations when developing proposals. The Contractor shall obtain the specifications/recommendations from the manufacturer. Manufacturer specifications/recommendations shall be provided as an attachment to the proposal.

K. The City of Chandler shall review submitted written Preventative Maintenance Proposals and either accept, request revisions, or decline the PMP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the PMP.

L. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

V. EMERGENCY ROOF REPAIRS

A. The City of Chandler, shall notify the Contractor by telephone call to request emergency roofing repair services during after hours, weekends or holidays. Telephone calls shall be made by the City of Chandler to the designated telephone number(s). The Contractor and the City of Chandler shall discuss a response time for the emergency repairs, when the Contractor shall arrive on-site prepared to perform the work. The City of Chandler shall determine if the response time is adequate and shall so inform the Contractor.

B. The Contractor shall immediately inform the City of Chandler if the Contractor is unable to perform the emergency repair service and the reason for being unable to respond.

C. The Contractor shall arrive on-site to the emergency roof repair location fully prepared and equipped to assess the scope of the required repair within 2 hours of telephone notification by the City. The time of the notification shall be as documented by the City and the time of notification shall be provided by the City representative at the time the service call is made by the City. The City of Chandler shall meet the Contractor at the site.

D. After completing an assessment of scope of the required roof repair, the Contractor shall immediately notify the City of Chandler of the nature of the required repairs and provide an estimate of the time and cost required to repair the roof. As directed by the City of Chandler, repairs may involve complete minor repairs or temporary repairs pending more complete work at another time.

E. Upon authorization received from the City of Chandler, the Contractor shall immediately commence and complete the emergency repair of the roof to the full satisfaction of the City of Chandler.

F. At the conclusion of roof repair work, the Contractor shall immediately complete and present to the City of Chandler, a written Roof Repair Service report that identifies the repairs or

replacements made, products used, parts repaired or replaced, and suggestions or recommendations for further work.

VI. PERFORMING ROOF PROJECTS AND REPAIRS

During any roofing project, in addition to any other requirement in this contract the Contractor shall:

A. Arrive on site fully prepared and equipped with all materials and equipment necessary to commence immediately and perform the roofing project.

B. Perform all roof projects in full compliance with specific Roof Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

C. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

D. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas of roof construction. Continue the fire watch for 30 minutes after roofing material application has been suspended for the day.

E. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

F. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

G. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

H. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

I. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the FM representative, and not unreasonably encumber the premises with materials or equipment.

J. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Roofers any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired and/or re-roofed shall be required to be done

when the building is not occupied. The site coordinator will have the final approval of date and time of all outages.

K. Secure all materials and equipment on the site and ensure that no materials or equipment are "point-load" on the roof. Materials shall be set on the roof using insulation pads and/or plywood skids, so as not to puncture or deflect roof.

L. Schedule site visits from manufacturers to approve roof decking and substrate prior to installing roof, obtain from the roofing materials manufacturer a written approval of decking and substrate, and provide to the City of Chandler a copy of the written approvals.

M. Not allow the application of roofing materials during precipitation or at times before or after anticipated precipitation to ensure that products are applied during manufacturer recommended weather conditions. The Contractor shall take adequate and appropriate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.

N. Not apply cold adhesive if low outside temperatures might interfere with the proper application of the cold adhesive products. Store cold adhesive products in a sufficiently warm manner immediately prior to use. Use a shop squeegee to assist in an even distribution of the adhesive (cut notches out of the rubber blade of the squeegee). Suspend application in situations where the adhesive cannot be kept at temperatures allowing for even distribution.

O. Protect newly applied roofing materials and adjacent surfaces from any staining or mechanical damage.

P. Prevent access by the public to materials, tools, and equipment.

Q. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances, to include the use of a magnet around the entire roof and grounds around building to collect all nails and metal debris. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

R. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

S. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

T. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

U. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

V. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

W. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

X. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

Y. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

Z. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

AA. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City, however the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

VII. CITY'S RESPONSIBILITIES

The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any roof projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

The City of Chandler designated representative(s) shall:

A. Serve as the primary City contact(s) for roof projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

B. Collaborate with the Contractor to develop roof project specifications

C. Coordinate on-site pre-project proposals and meet with the Contractor at the roof project location/site on the specified date and time scheduled for commencement of project or repair.

D. Review, decline, or approve Roof Project proposals.

E. Develop and submit Notices to Proceed for all work.

F. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the roofing sites and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

G. Consult with the Contractor in advance and during the course of all roofing projects to ensure the work progresses and is completed to the full satisfaction of the City.

H. Consult with manufacturer representatives to verify proper product uses and application.

I. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

J. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed, and approve or decline to approve any such recommendations or suggestions.

K. Review, approve, or decline to accept work at any phase of the roof project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

L. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

M. Review, approve, or decline to approve the roofing project or repair in whole or in part.

N. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

VIII. EMPLOYEE REQUIREMENTS:

A. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for, and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

B. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with the FM, other City staff, and the public. The Contractor shall ensure that

all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must wear these identification badges at all times while on a City of Chandler job site.

C. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable

D. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

E. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

IX. OTHER REQUIREMENTS:

A. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

B. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

C. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

D. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

X. MONITORING CONTRACTOR PERFORMANCE

A. The Contractor shall fully and at all times cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

B. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

1. On-Site Monitoring: Conduct visual on-site work performance during all roofing projects, through the use of observation, discussion, and technical consultation.

2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

C. The City of Chandler will attempt to resolve any contractual issues at the lowest possible level using the following steps to document and correct performance issues. These steps will be preliminary and in addition to any other standard contractual remedies.

1. Informal Discussion: The City of Chandler shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

2. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

3. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

EXHIBIT B
PRICE PROPOSAL PAGE

MODIFIED BITUMINOUS ROOF		**Units**	**Price**
1	Repair general roof leak.	Per Sqft	$10
2	Install new vent thru roof.	Per Roof Vent	$175
3	Replace damaged plywood decking based on ½" CDX, minimum 16 square feet. Replace damaged rigid board roof insulation based on 1" thick, minimum 16 square feet.	Per Sqft	$2.25
4	Replace standard roof edge flashing (4 inch edge with 4 inch flange). Flashing shall be 22 gage-galvanized sheet metal minimum length 10 foot.	Per Linear Foot	$7
5	Install new unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor.	Per Support	$50

SINGLE PLY-ROOF		**Units**	**Price**
1	Repair general roof leak. Standard service call, two hour maximum.	Per Sqft	$10
2	Install new vent thru roof.	Per Roof Vent	$175
3	Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet.	Per Sqft	$2.25
4	Replace damaged metal decking. Standard "B" deck, minimum 24 square feet.	Per Sqft	$9.50
5	Replace damaged rigid board roof insulation. Based on 1" thick.	Per Sqft	$2.25
6	Replace standard roof edge flashing (4 inch edge with 4 inch flange) Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet.	Per Linear Foot	$8
7	Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet.	Per Linear Foot	$8
8	Install new single ply roof wrap / flashing with single ply flange at roof penetrations for electrical conduits, utility piping and steel equipment supports. Flashings shall be per single ply roof manufacturer's recommendation.	Per Pocket	$80

9	Install new unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor.	Per Support	$60

STANDING SEAM METAL ROOF		Units	Price
1	Repair general roof leak - include base felt and resetting of metal roof panels. Standard service call, two hour maximum.	Per Sqft	$10
2	Install new vent thru roof.	Per Roof Vent	$175
3	Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet.	Per Sqft	$2.25
4	Replace damaged metal decking. Standard "B" deck, minimum 24 square feet.	Per Sqft	$8.50
5	Replace damaged rigid board roof insulation. Based on 1" thick minimum 16 square feet.	Per Sqft	$2.25
6	Replace standard roof edge flashing (4 inch edge with 4 inch flange). Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet.	Per Linear Foot	$8.50
7	Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet.	Per Linear Foot	$8.50
8	Install new unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor	Per Support	$65

SHINGLED ROOF		Units	Price
1	Remove old shingles down to wood deck.	Per Sqft	$.80
2	Replace damaged plywood decking based on 1/2 inch CDX minimum 16 square feet.	Per Sqft	$2.25
3	Replace standard roof edging 4 x 4" 22 gauge minimum 10 linear feet.	Per Sqft	$8.50
4	Install new# 15 felt paper and minimum 30 year shingles.	Per Sqft	$3.25

MOISTURE TESTING		Units	Price
1	Conduct moisture testing		$300

	GENERAL PRICING AND MATERIALS	Units	Price
1	Hourly Rate - Normal hours*	Per Hour	$65
2	Hourly Rate - After normal hours	Per Hour	$75
3	Hourly Rate - Weekend	Per Hour	$75
4	Hourly Rate – Holidays	Per Hour	$90
5	Hourly Rate - Emergency response - (respond within two hours of notification)	Per Hour	$100
6	Materials mark-up percentage (Actual Cost Plus%)	Percentage	10%
7	Minimum Call Out Charge	Each	$400

*Normal hours are considered any 8 hour period between the hours of 6am and 5pm Monday through Friday.

EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

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

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each

occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or

testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

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

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

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

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

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

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

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

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

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

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

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly

acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

Contractor and Subcontractor Worker Background Screening. Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively Contract Worker(s)) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively Background Screening) at Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Contractor agrees that it will verify legal Arizona worker status as required by Arizona Revised Statutes (A.RS.) §41-4401. Contractor further agrees that it will conduct a background check for real identity/legal name on all Contract Workers prior to proposing the Contract Worker to the City.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, the City reserves the right but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.RS. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

Contractor Certification. By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements as required. A Contract Worker rejected for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without the City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to the City's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section 5.5, Indemnification, Contractor shall defend, indemnify and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

Continuing Duty: Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section pursuant to Section 5.1, Records/Audit.

EXHIBIT E1
HOT WORK PERMIT EXAMPLE

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: _____ Permit Expires (within 24 hrs.) Time: _____

PRECAUTIONS:	**Yes**	**No**	**N/A**
Fire Sprinklers in service	____	____	____
Cutting/welding equipment in good repair	____	____	____
Fire Extinguisher on hand	____	____	____
PRECAUTIONS WITHIN 35' OF WORK:			
Floors free of combustibles	____	____	____
Combustible floors protected	____	____	____
Flammable liquids removed or protected	____	____	____
Explosive atmosphere in area eliminated	____	____	____
All walls and floors opening covered	____	____	____
Fire resistant coverings under work	____	____	____
WORK ON WALLS, CEILINGS OR FLOORS:			
Construction is non-combustible	____	____	____
Combustibles moved away from other side of the wall	____	____	____
WORK ON ENCLOSED EQUIPMENT:			
Enclosed equipment cleared of all combustibles	____	____	____
Containers purged of flammable/combustible liquids and gases	____	____	____
FIRE WATCH:			
Fire watch will be maintained during and for at least 30 minutes after completion	____	____	____
Fire watcher is trained in use of this equipment and in sounding alarm	____	____	____
Fire watcher is supplied with appropriate fire extinguisher	____	____	____
Fire watcher checks affected, adjacent rooms	____	____	____

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

External Contractor: Project/Number: _____
Project Coordinator: _____
Contractor Company Name: _____
Contractor Employee Rep.: _____

Approval

Supervisor: _____

Signature: _____

Contact Number: _____

Permit must be posted at jobsite

EXHIBIT E2
Hot Work Permit Procedure

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see "confined space permit")
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

EXHIBIT F1
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _ _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____ _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **ROOFING REPAIRS AND MAINTENANCE, BF1-910-4275**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2020.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

EXHIBIT F2
PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT: _____(hereinafter "Principal"), as Principal, and _____ _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the _____ _____ day of _____ , 20___, for **ROOFING REPAIRS AND MAINTENANCE, BF1-910-4275,** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLICATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20___.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY_____

_____
SURETY SEAL

_____
AGENT ADDRESS

CHANDLER
arizona

City Clerk Document No. _____

City Council Meeting Date: March 25, 2021

CITY OF CHANDLER SERVICES AGREEMENT
ROOFING REPAIRS AND MAINTENANCE
CITY OF CHANDLER AGREEMENT NO. BF1-910-4275

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Sprayfoam Southwest, Inc. DBA Global Roofing Group FKA Roofing Southwest, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20___ (Effective Date).

RECITALS

A. City proposes to roofing repairs and maintenance 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

The term of the Agreement is **ONE year**, and begins on **April 1, 2021** and ends on **March 31, 2022** unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to **FOUR** additional terms of **ONE** year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

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 $860,000, including companion agreements. 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. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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: Mike Hollingsworth	Name: Kevin Farrow
Title: Facilities & Fleet Manager	Title: National Accounts Manager
Address: 650 E. Ryan Rd.	Address: 2401 E. Magnolia St.
Chandler, AZ 85225	Phone: 480-439-4390
Phone: 480-782-2759	Email: kevin@globalrsw.com
Email: mike.hollingsworth@chandleraz.gov	

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.RS. §§ 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 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.

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

5.24 Disclosure of Information Adverse to 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.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to 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.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by 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.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts

located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

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

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

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

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

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for 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.

5.34 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.

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

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

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the

services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

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

Exhibit A - Scope of Work
Exhibit B – Pricing
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E1-2 – Hot Work Permit
Exhibit F1-F2 - Bonds

5.39 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.

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

If required to provide services on a school district property at least five times during a month, 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.

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

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

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including,

but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 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.

5.45 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.

5.46 Performance and Payment Bonds. At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

Each such bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.,* as in Appendices 4 and 5 of these General Conditions.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Andy Clarke

Its: ANDY CLARKE / VP of PRE CONSTRUCTION

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A
SCOPE OF WORK

INTRODUCTION

Contractor will provide minor repairs and maintenance but may also provide complete roof replacements as needed. Roofing systems may include but are not limited to overlay, rubber, built up roofing, 2 ply, 3 ply, shingle and asphalt. This service shall be provided, on an 'as needed' basis, for a period of one (1) year, with options as outlined in the "TERM" section of this solicitation.

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract. The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

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

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

I. EXPERTISE, KNOWLEDGE AND TRAINING

A. The Contractor and Contractor Technicians shall maintain complete and up-to-date expertise, knowledge, and training (including all appropriate professional and technical certifications) for the professional performance of any and all required or recommended manufacturer processes, procedures, and techniques for the repair of roofs and replacement of roofing systems.

B. Contractors and all Contractor Roofers performing repairs or installation for the product intended to be used, or other products and systems shall have full, complete, and up-to-date manufacturer training and certification for these roofing techniques and systems.

C. Proof of training and certifications shall be made available upon request.

D. The Contractor shall consult with the City of Chandler as necessary and appropriate to clarify the scope of existing specifications, to discuss changes to specifications or procedures, and to otherwise inform, advise and consult.

E. Manufacturer recommended specifications and procedures as well as any changes to manufacturer recommended or required maintenance/repair procedures that occur during the term of this contract shall automatically become part of this contract and will not result in additional cost to the City. Increased cost to the Contractor but may be addressed for consideration as part of annual contract renewal. Any such changes shall automatically become part of this contract and will not result in additional cost to the City or decreased cost to the Contractor at the time of their implementation, may be considered as part of annual contract renewal. The Contractor shall provide written notification to the City of Chandler within 5 working days of any changes to manufacturer's required or recommended preventive maintenance or repair procedures, regardless of whether the Contractor is working on a current roofing project.

F. All work shall be performed per the details, specifications, standards, and requirements of each manufacturer for each type of roof system scheduled for repair, replacement, or installation. All work shall be performed by a certified roofer so as not to void any existing roof manufacturer' warranty.

G. In addition to the manufacturer specifications, the 'City" may require additional specifications which will be submitted to the contractor at the time of the request for proposal.

II. ROOF PROJECT PRICE PROPOSALS

A. The City of Chandler may request the Contractor to provide a written Roofing Project Proposal (RPP). RPPs shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

B. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide an RPP. The Contractor shall state the reason for declining to submit a RPP. The Contractor shall provide a written statement stating the reasons for declining to provide a RPP within 3 business days.

C. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

D. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

1. Project Address
2. Building Name
3. Project Description
4. Roofing system components to be repaired or replaced
5. Facility Maintenance (FM) measured project square footage
6. Manufacturer products and specification to be used on the project
7. Moisture testing requirement (if any)

8. Davis Bacon Wage requirements, if applicable
9. SBE/DBE subcontractor participation goals, if applicable

E. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete RPP.

F. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written RPP to the City of Chandler. The RPP shall be submitted either by mail, FAX, e-mail, or hand delivery.

G. The written RPP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

H. A Roofing Price Proposal shall contain include the following information:
   1. Address of Project Location
   2. The City of Chandler square footage of roof surface
   3. Contractor measured square footage of roof surface
   4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
   5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
   6. Roofing system components to be repaired or replaced per manufacturer project specifications
   7. Manufacturer products to be used
   8. Volumes of materials to be used
   9. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
   10. Warranties by type of work and products
   11. Specifications for any techniques or products outside of manufacturer specs
   12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

I. The Contractor shall be required to verify all existing conditions, dimensions of repair work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

J. The Contractor shall rely on the manufacturer specifications when developing proposals. Manufacturer specifications shall be provided by the City of Chandler or the Contractor shall obtain the specifications from the manufacturer. Manufacturer specifications shall be provided as an attachment to the proposal.

K. The City of Chandler shall review submitted written Roof Project Proposals and either accept, request revisions, or decline the RPP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the RPP.

L. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

III. ROOF PROJECT WARRANTY REQUIREMENTS

The Contractor shall provide the following warranties:

A. Roof Systems: Minimum 20 year product warranty.
All complete or partial roof installations shall be considered a complete system, including all penetrations, wall flashings, curbs, caps, drains, etc. There shall be no exclusions. Upon successful completion of the project, and after all post installation procedures have been completed, the Contractor shall furnish the City with all minimum manufacturer labor and materials combined option membrane guarantee. The guarantee shall be a term type, without deductibles or limitations on coverage amount. This guarantee shall not exclude random areas of ponding from coverage for the first ten years.

B. Roof Coating Warranty: 10 years

C. Contractor Workmanship: 5 years

IV. PREVENTATIVE MAINTENANCE PROPOSALS

A. The City of Chandler may request the Contractor to provide a written Preventative Maintenance Proposal (PMP). PMP's shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

B. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide a PMP. The Contractor shall state the reason for declining to submit a PMP. The Contractor shall provide a written statement stating the reasons for declining to provide a PMP within 3 business days.

C. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

D. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

1. Project Address
2. Building Name
3. Project Description
4. Roofing system components to be maintained.
5. Facility Maintenance (FM) measured project square footage
6. Moisture testing requirement (if any)
8. Davis Bacon Wage requirements, if applicable
9. SBE/DBE subcontractor participation goals, if applicable

E. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete PMP.

F. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written PMP to the City of Chandler. The PMP shall be submitted either by mail, FAX, e-mail, or hand delivery.

G. The written PMP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

H. A Preventative Maintenance Proposal shall contain include the following information:

I. Address of Project Location
II. The City of Chandler square footage of roof surface
III. Contractor measured square footage of roof surface
IV. Space for square footage discrepancy (City of Chandler to Contractor measurement)
V. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
VI. Roofing system components to be maintained per manufacturer recommendations. (Type of roofing system)
VII. Age of the roofing system.
VIII. Assessed current condition.
IX. Proposed frequency of preventative maintenance.
X. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
XI. Specifications for any techniques or products used during the preventative maintenance process. (Manufacturers recommendations)
XII. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

I. The Contractor shall be required to verify all existing conditions, dimensions of work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

J. The Contractor shall rely on the manufacturer specifications/recommendations when developing proposals. The Contractor shall obtain the specifications/recommendations from the manufacturer. Manufacturer specifications/recommendations shall be provided as an attachment to the proposal.

K. The City of Chandler shall review submitted written Preventative Maintenance Proposals and either accept, request revisions, or decline the PMP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the PMP.

L. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

V. EMERGENCY ROOF REPAIRS

A. The City of Chandler, shall notify the Contractor by telephone call to request emergency roofing repair services during after hours, weekends or holidays. Telephone calls shall be made by the City of Chandler to the designated telephone number(s). The Contractor and the City of Chandler shall discuss a response time for the emergency repairs, when the Contractor shall arrive on-site prepared to perform the work. The City of Chandler shall determine if the response time is adequate and shall so inform the Contractor.

B. The Contractor shall immediately inform the City of Chandler if the Contractor is unable to perform the emergency repair service and the reason for being unable to respond.

C. The Contractor shall arrive on-site to the emergency roof repair location fully prepared and equipped to assess the scope of the required repair within 2 hours of telephone notification by the City. The time of the notification shall be as documented by the City and the time of notification shall be provided by the City representative at the time the service call is made by the City. The City of Chandler shall meet the Contractor at the site.

D. After completing an assessment of scope of the required roof repair, the Contractor shall immediately notify the City of Chandler of the nature of the required repairs and provide an estimate of the time and cost required to repair the roof. As directed by the City of Chandler, repairs may involve complete minor repairs or temporary repairs pending more complete work at another time.

E. Upon authorization received from the City of Chandler, the Contractor shall immediately commence and complete the emergency repair of the roof to the full satisfaction of the City of Chandler.

F. At the conclusion of roof repair work, the Contractor shall immediately complete and present to the City of Chandler, a written Roof Repair Service report that identifies the repairs or

replacements made, products used, parts repaired or replaced, and suggestions or recommendations for further work.

VI. PERFORMING ROOF PROJECTS AND REPAIRS

During any roofing project, in addition to any other requirement in this contract the Contractor shall:

A. Arrive on site fully prepared and equipped with all materials and equipment necessary to commence immediately and perform the roofing project.

B. Perform all roof projects in full compliance with specific Roof Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

C. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

D. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas of roof construction. Continue the fire watch for 30 minutes after roofing material application has been suspended for the day.

E. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

F. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

G. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

H. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

I. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the FM representative, and not unreasonably encumber the premises with materials or equipment.

J. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Roofers any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired and/or re-roofed shall be required to be done

when the building is not occupied. The site coordinator will have the final approval of date and time of all outages.

K. Secure all materials and equipment on the site and ensure that no materials or equipment are "point-load" on the roof. Materials shall be set on the roof using insulation pads and/or plywood skids, so as not to puncture or deflect roof.

L. Schedule site visits from manufacturers to approve roof decking and substrate prior to installing roof, obtain from the roofing materials manufacturer a written approval of decking and substrate, and provide to the City of Chandler a copy of the written approvals.

M. Not allow the application of roofing materials during precipitation or at times before or after anticipated precipitation to ensure that products are applied during manufacturer recommended weather conditions. The Contractor shall take adequate and appropriate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.

N. Not apply cold adhesive if low outside temperatures might interfere with the proper application of the cold adhesive products. Store cold adhesive products in a sufficiently warm manner immediately prior to use. Use a shop squeegee to assist in an even distribution of the adhesive (cut notches out of the rubber blade of the squeegee). Suspend application in situations where the adhesive cannot be kept at temperatures allowing for even distribution.

O. Protect newly applied roofing materials and adjacent surfaces from any staining or mechanical damage.

P. Prevent access by the public to materials, tools, and equipment.

Q. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances, to include the use of a magnet around the entire roof and grounds around building to collect all nails and metal debris. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

R. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

S. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

T. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

U. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

V. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

W. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

X. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

Y. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

Z. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

AA. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City, however the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

VII. CITY'S RESPONSIBILITIES

The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any roof projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

The City of Chandler designated representative(s) shall:

A. Serve as the primary City contact(s) for roof projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

B. Collaborate with the Contractor to develop roof project specifications

C. Coordinate on-site pre-project proposals and meet with the Contractor at the roof project location/site on the specified date and time scheduled for commencement of project or repair.

D. Review, decline, or approve Roof Project proposals.

E. Develop and submit Notices to Proceed for all work.

F. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the roofing sites and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

G. Consult with the Contractor in advance and during the course of all roofing projects to ensure the work progresses and is completed to the full satisfaction of the City.

H. Consult with manufacturer representatives to verify proper product uses and application.

I. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

J. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed, and approve or decline to approve any such recommendations or suggestions.

K. Review, approve, or decline to accept work at any phase of the roof project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

L. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

M. Review, approve, or decline to approve the roofing project or repair in whole or in part.

N. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

VIII. EMPLOYEE REQUIREMENTS:

A. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for, and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

B. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with the FM, other City staff, and the public. The Contractor shall ensure that

all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must wear these identification badges at all times while on a City of Chandler job site.

C. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable

D. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

E. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

IX. OTHER REQUIREMENTS:

A. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

B. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

C. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

D. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

X. MONITORING CONTRACTOR PERFORMANCE

A. The Contractor shall fully and at all times cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

B. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

1. On-Site Monitoring: Conduct visual on-site work performance during all roofing projects, through the use of observation, discussion, and technical consultation.

2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

C. The City of Chandler will attempt to resolve any contractual issues at the lowest possible level using the following steps to document and correct performance issues. These steps will be preliminary and in addition to any other standard contractual remedies.

1. Informal Discussion: The City of Chandler shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

2. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

3. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

EXHIBIT B
PRICE PROPOSAL PAGE

	MODIFIED BITUMINOUS ROOF	**Units**	**Price**
1	Repair general roof leak.	Per Sqft	$2.73
2	Install new vent thru roof.	Per Roof Vent	$98.43
3	Replace damaged plywood decking based on ½" CDX, minimum 16 square feet. Replace damaged rigid board roof insulation based on 1" thick, minimum 16 square feet.	Per Sqft	$5.58
4	Replace standard roof edge flashing (4 inch edge with 4 inch flange). Flashing shall be 22 gage-galvanized sheet metal minimum length 10 foot.	Per Linear Foot	$18.90
5	Install new unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor.	Per Support	$35.75

	SINGLE PLY-ROOF	**Units**	**Price**
1	Repair general roof leak. Standard service call, two hour maximum.	Per Sqft	$2.75
2	Install new vent thru roof.	Per Roof Vent	$98.43
3	Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet.	Per Sqft	$5.58
4	Replace damaged metal decking. Standard "B" deck, minimum 24 square feet.	Per Sqft	$4.50
5	Replace damaged rigid board roof insulation. Based on 1" thick.	Per Sqft	$5.58
6	Replace standard roof edge flashing (4 inch edge with 4 inch flange) Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet.	Per Linear Foot	$18.90
7	Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet.	Per Linear Foot	$4.60
8	Install new single ply roof wrap / flashing with single ply flange at roof penetrations for electrical conduits, utility piping and steel equipment supports. Flashings shall be per single ply roof manufacturer's recommendation.	Per Pocket	$39.38

9	Install new unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor.	Per Support	$35.75

STANDING SEAM METAL ROOF		Units	Price
1	Repair general roof leak - include base felt and resetting of metal roof panels. Standard service call, two hour maximum.	Per Sqft	$12
2	Install new vent thru roof.	Per Roof Vent	$250
3	Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet.	Per Sqft	$3
4	Replace damaged metal decking. Standard "B" deck, minimum 24 square feet.	Per Sqft	$15
5	Replace damaged rigid board roof insulation. Based on 1" thick minimum 16 square feet.	Per Sqft	$3
6	Replace standard roof edge flashing (4 inch edge with 4 inch flange). Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet.	Per Linear Foot	$13
7	Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet.	Per Linear Foot	$16
8	Install new unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor	Per Support	$75

SHINGLED ROOF		Units	Price
1	Remove old shingles down to wood deck.	Per Sqft	$50
2	Replace damaged plywood decking based on 1/2 inch CDX minimum 16 square feet.	Per Sqft	$90/sheet
3	Replace standard roof edging 4 x 4" 22 gauge minimum 10 linear feet.	Per Sqft	$3.50/ft
4	Install new# 15 felt paper and minimum 30 year shingles.	Per Sqft	$100

MOISTURE TESTING		Units	Price
1	Conduct moisture testing		$1575

	GENERAL PRICING AND MATERIALS	Units	Price
1	Hourly Rate - Normal hours*	Per Hour	$65.62
2	Hourly Rate - After normal hours	Per Hour	$98.43
3	Hourly Rate - Weekend	Per Hour	$98.43
4	Hourly Rate - Holidays	Per Hour	$131.24
5	Hourly Rate - Emergency response - (respond within two hours of notification)	Per Hour	$98.43
6	Materials mark-up percentage (Actual Cost Plus%)	Percentage	15%
7	Minimum Call Out Charge	Each	$250

*Normal hours are considered any 8 hour period between the hours of 6am and 5pm Monday through Friday.

EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

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

A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each

occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or

testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

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

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

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

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

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

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

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

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

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

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

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly

acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

Contractor and Subcontractor Worker Background Screening. Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively Contract Worker(s)) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively Background Screening) at Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Contractor agrees that it will verify legal Arizona worker status as required by Arizona Revised Statutes (A.RS.) §41-4401. Contractor further agrees that it will conduct a background check for real identity/legal name on all Contract Workers prior to proposing the Contract Worker to the City.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, the City reserves the right but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.RS. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

Contractor Certification. By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements as required. A Contract Worker rejected for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without the City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to the City's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section 5.5, Indemnification, Contractor shall defend, indemnify and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

Continuing Duty: Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section pursuant to Section 5.1, Records/Audit.

EXHIBIT E1
HOT WORK PERMIT EXAMPLE

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: _____ Permit Expires (within 24 hrs.) Time: _____

PRECAUTIONS:	**Yes**	**No**	**N/A**
Fire Sprinklers in service	____	____	____
Cutting/welding equipment in good repair	____	____	____
Fire Extinguisher on hand	____	____	____
PRECAUTIONS WITHIN 35' OF WORK:			
Floors free of combustibles	____	____	____
Combustible floors protected	____	____	____
Flammable liquids removed or protected	____	____	____
Explosive atmosphere in area eliminated	____	____	____
All walls and floors opening covered	____	____	____
Fire resistant coverings under work	____	____	____
WORK ON WALLS, CEILINGS OR FLOORS:			
Construction is non-combustible	____	____	____
Combustibles moved away from other side of the wall	____	____	____
WORK ON ENCLOSED EQUIPMENT:			
Enclosed equipment cleared of all combustibles	____	____	____
Containers purged of flammable/combustible liquids and gases	____	____	____
FIRE WATCH:			
Fire watch will be maintained during and for at least 30 minutes after completion	____	____	____
Fire watcher is trained in use of this equipment and in sounding alarm	____	____	____
Fire watcher is supplied with appropriate fire extinguisher	____	____	____
Fire watcher checks affected, adjacent rooms	____	____	____

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

External Contractor: Project/Number: _____
Project Coordinator: _____
Contractor Company Name: _____
Contractor Employee Rep.: _____

Approval

Supervisor: _____

Signature: _____

Contact Number: _____

Permit must be posted at jobsite

EXHIBIT E2
Hot Work Permit Procedure

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see "confined space permit")
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

EXHIBIT F1
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____ _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **ROOFING REPAIRS AND MAINTENANCE, BF1-910-4275**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2020.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

EXHIBIT F2
PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT: _____(hereinafter "Principal"), as Principal, and _____ _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the _____ _____ day of _____ , 20___, for **ROOFING REPAIRS AND MAINTENANCE, BF1-910-4275,** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLICATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20___.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY_____

_____
SURETY SEAL

_____
AGENT ADDRESS

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: March 25, 2021

CITY OF CHANDLER SERVICES AGREEMENT
ROOFING REPAIRS AND MAINTENANCE
CITY OF CHANDLER AGREEMENT NO. BF1-910-4275

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and National Waterproofing & Roofing, LLC, an Arizona Limited Liability Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20___ (Effective Date).

RECITALS

A. City proposes to roofing repairs and maintenance 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

The term of the Agreement is **ONE year**, and begins on **April 1, 2021** and ends on **March 31, 2022** unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to **FOUR** additional terms of **ONE** year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

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 $860,000, including companion agreements. 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. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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: Mike Hollingsworth	Name: Kirk Poteet
Title: Facilities & Fleet Manager	Title: CEO
Address: 650 E. Ryan Rd.	Address: 2252 N. 23RD DR.
Chandler, AZ 85225	Phoenix, AZ 85009
Phone: 480-782-2759	Phone: 888-253-6755
Email: mike.hollingsworth@chandleraz.gov	Email: chip@nwrnational.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the 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.RS. §§ 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 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.

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

5.24 Disclosure of Information Adverse to 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.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to 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.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by 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.

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

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

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

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

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

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for 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.

5.34 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.

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

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in

interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

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

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

Exhibit A – Scope of Work
Exhibit B – Pricing
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E1-2 – Hot Work Permit
Exhibit F1-2 – Bonds

5.39 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.

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

If required to provide services on a school district property at least five times during a month, 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.

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

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

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

5.44 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.

5.45 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.

5.46 Performance and Payment Bonds. At the time City issues Notice of Contract Award, Contractor must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

Each such bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

The bonds must be made payable and be acceptable to City. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.*, as in Appendices 4 and 5 of these General Conditions.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, Contractor must promptly furnish a copy of the bonds or must permit a copy to be made.

All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: _____

Its: CEO

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A
SCOPE OF WORK

INTRODUCTION

Contractor will provide minor repairs and maintenance but may also provide complete roof replacements as needed. Roofing systems may include but are not limited to overlay, rubber, built up roofing, 2 ply, 3 ply, shingle and asphalt. This service shall be provided, on an 'as needed' basis, for a period of one (1) year, with options as outlined in the "TERM" section of this solicitation.

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract. The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

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

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

I. EXPERTISE, KNOWLEDGE AND TRAINING

A. The Contractor and Contractor's Technicians shall maintain complete and up-to-date expertise, knowledge, and training (including all appropriate professional and technical certifications) for the professional performance of any and all required or recommended manufacturer processes, procedures, and techniques for the repair of roofs and replacement of roofing systems.

B. Contractors and all Contractor's Roofers performing repairs or installation for the product intended to be used, or other products and systems shall have full, complete, and up-to-date manufacturer training and certification for these roofing techniques and systems.

C. Proof of training and certifications shall be made available upon request.

D. The Contractor shall consult with the City of Chandler as necessary and appropriate to clarify the scope of existing specifications, to discuss changes to specifications or procedures, and to otherwise inform, advise and consult.

E. Manufacturer recommended specifications and procedures as well as any changes to manufacturer recommended or required maintenance/repair procedures that occur during the term of this contract shall automatically become part of this contract and will not result in additional cost to the City. Increased cost to the Contractor but may be addressed for consideration as part of annual contract renewal. Any such changes shall automatically become part of this contract and will not result in additional cost to the City or decreased cost to the Contractor at the time of their implementation, may be considered as part of annual contract renewal. The Contractor shall provide written notification to the City of Chandler within 5 working days of any changes to manufacturer's required or recommended preventive maintenance or repair procedures, regardless of whether the Contractor is working on a current roofing project.

F. All work shall be performed per the details, specifications, standards, and requirements of each manufacturer for each type of roof system scheduled for repair, replacement, or installation. All work shall be performed by a certified roofer so as not to void any existing roof manufacturer' warranty.

G. In addition to the manufacturer specifications, the 'City" may require additional specifications which will be submitted to the contractor at the time of the request for proposal.

II. ROOF PROJECT PRICE PROPOSALS

A. The City of Chandler may request the Contractor to provide a written Roofing Project Proposal (RPP). RPPs shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

B. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide an RPP. The Contractor shall state the reason for declining to submit a RPP. The Contractor shall provide a written statement stating the reasons for declining to provide a RPP within 3 business days.

C. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

D. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:
    1. Project Address
    2. Building Name
    3. Project Description
    4. Roofing system components to be repaired or replaced
    5. Facility Maintenance (FM) measured project square footage
    6. Manufacturer products and specification to be used on the project
    7. Moisture testing requirement (if any)

8. Davis Bacon Wage requirements, if applicable
9. SBE/DBE subcontractor participation goals, if applicable

E. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete RPP.

F. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written RPP to the City of Chandler. The RPP shall be submitted either by mail, FAX, e-mail, or hand delivery.

G. The written RPP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

H. A Roofing Price Proposal shall contain include the following information:
   1. Address of Project Location
   2. The City of Chandler square footage of roof surface
   3. Contractor measured square footage of roof surface
   4. Space for square footage discrepancy (City of Chandler to Contractor measurement)
   5. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
   6. Roofing system components to be repaired or replaced per manufacturer project specifications
   7. Manufacturer products to be used
   8. Volumes of materials to be used
   9. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
   10. Warranties by type of work and products
   11. Specifications for any techniques or products outside of manufacturer specs
   12. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

I. The Contractor shall be required to verify all existing conditions, dimensions of repair work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

J. The Contractor shall rely on the manufacturer specifications when developing proposals. Manufacturer specifications shall be provided by the City of Chandler or the Contractor shall obtain the specifications from the manufacturer. Manufacturer specifications shall be provided as an attachment to the proposal.

K. The City of Chandler shall review submitted written Roof Project Proposals and either accept, request revisions, or decline the RPP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the RPP.

L. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

III. ROOF PROJECT WARRANTY REQUIREMENTS

The Contractor shall provide the following warranties:

A. Roof Systems: Minimum 20 year product warranty.
All complete or partial roof installations shall be considered a complete system, including all penetrations, wall flashings, curbs, caps, drains, etc. There shall be no exclusions. Upon successful completion of the project, and after all post installation procedures have been completed, the Contractor shall furnish the City with all minimum manufacturer labor and materials combined option membrane guarantee. The guarantee shall be a term type, without deductibles or limitations on coverage amount. This guarantee shall not exclude random areas of ponding from coverage for the first ten years.

B. Roof Coating Warranty: 10 years

C. Contractor Workmanship: 5 years

IV. PREVENTATIVE MAINTENANCE PROPOSALS

A. The City of Chandler may request the Contractor to provide a written Preventative Maintenance Proposal (PMP). PMP's shall be requested at the sole discretion of the City of Chandler, and may be requested of multiple Contractors, and shall not be construed by the Contractor to be a guarantee that the work will be assigned to the Contractor.

B. At the time of the request, the Contractor shall inform the City of Chandler if the Contractor will not provide a PMP. The Contractor shall state the reason for declining to submit a PMP. The Contractor shall provide a written statement stating the reasons for declining to provide a PMP within 3 business days.

C. At the time of the request, the City of Chandler and the Contractor shall agree on a date and time to conduct a pre-proposal inspection at the site of the project. The pre-proposal inspection shall occur within 10 business days of the request. While the City of Chandler shall attempt to find a mutually agreeable date and time for the pre-proposal inspection, the date and time of the inspection shall be conducted at the convenience of the City of Chandler.

D. Prior to the pre-proposal site inspection, the City of Chandler shall provide to the Contractor the intended specification for the project. The project specifications shall include:

1. Project Address
2. Building Name
3. Project Description
4. Roofing system components to be maintained.
5. Facility Maintenance (FM) measured project square footage
6. Moisture testing requirement (if any)
8. Davis Bacon Wage requirements, if applicable
9. SBE/DBE subcontractor participation goals, if applicable

E. On-site pre-proposal inspections shall be conducted in the presence of the City of Chandler to fully clarify the project and resolve any issues or concerns. The Contractor shall use the pre-proposal inspection to fully familiarize themselves with the scope of the intended work, verify manufactures specifications and products to be used, obtain clarifications from the City of Chandler on any or all aspects of the project, discuss project time requirements, and obtain any other information necessary for the Contractor to provide a substantive, detailed, and complete PMP.

F. Within 5 business days of conducting the pre-proposal inspection, the Contractor shall submit a written PMP to the City of Chandler. The PMP shall be submitted either by mail, FAX, e-mail, or hand delivery.

G. The written PMP shall be of a standard form and format as developed by the Contractor. Draft proposal forms and formats shall be submitted, the Contractor agrees to accept and implement any revisions to the standard format at any time as requested by the City of Chandler after contract award. Revisions to the form and format shall be completed promptly, in time to be used after contract award.

H. A Preventative Maintenance Proposal shall contain include the following information:

I. Address of Project Location
II. The City of Chandler square footage of roof surface
III. Contractor measured square footage of roof surface
IV. Space for square footage discrepancy (City of Chandler to Contractor measurement)
V. Project cost detailed (reconciled to Contracted price list/rates) including labor and material breakout
VI. Roofing system components to be maintained per manufacturer recommendations. (Type of roofing system)
VII. Age of the roofing system.
VIII. Assessed current condition.
IX. Proposed frequency of preventative maintenance.
X. Detail regarding building equipment, penetration areas, fascia, etc. that shall in whole or part be affected by the roofing project and information regarding how such components will be affected.
XI. Specifications for any techniques or products used during the preventative maintenance process. (Manufacturers recommendations)
XII. Requirements for specialized or additional equipment (cranes rentals, sandblasting equipment, etc.)

I. The Contractor shall be required to verify all existing conditions, dimensions of work areas, roof electrical lines, mechanical equipment (electrical voltage requirements), condition of roof substrate, walls, roof edges, gutters, and roof penetrations, presence of moisture, and any other condition necessary to perform the work.

J. The Contractor shall rely on the manufacturer specifications/recommendations when developing proposals. The Contractor shall obtain the specifications/recommendations from the manufacturer. Manufacturer specifications/recommendations shall be provided as an attachment to the proposal.

K. The City of Chandler shall review submitted written Preventative Maintenance Proposals and either accept, request revisions, or decline the PMP. The City of Chandler shall notify the Contractor of the acceptance or rejection of the PMP.

L. The City of Chandler shall submit to the selected Contractor a written Notice to Proceed on the project.

V. EMERGENCY ROOF REPAIRS

A. The City of Chandler, shall notify the Contractor by telephone call to request emergency roofing repair services during after hours, weekends or holidays. Telephone calls shall be made by the City of Chandler to the designated telephone number(s). The Contractor and the City of Chandler shall discuss a response time for the emergency repairs, when the Contractor shall arrive on-site prepared to perform the work. The City of Chandler shall determine if the response time is adequate and shall so inform the Contractor.

B. The Contractor shall immediately inform the City of Chandler if the Contractor is unable to perform the emergency repair service and the reason for being unable to respond.

C. The Contractor shall arrive on-site to the emergency roof repair location fully prepared and equipped to assess the scope of the required repair within 2 hours of telephone notification by the City. The time of the notification shall be as documented by the City and the time of notification shall be provided by the City representative at the time the service call is made by the City. The City of Chandler shall meet the Contractor at the site.

D. After completing an assessment of scope of the required roof repair, the Contractor shall immediately notify the City of Chandler of the nature of the required repairs and provide an estimate of the time and cost required to repair the roof. As directed by the City of Chandler, repairs may involve complete minor repairs or temporary repairs pending more complete work at another time.

E. Upon authorization received from the City of Chandler, the Contractor shall immediately commence and complete the emergency repair of the roof to the full satisfaction of the City of Chandler.

F. At the conclusion of roof repair work, the Contractor shall immediately complete and present to the City of Chandler, a written Roof Repair Service report that identifies the repairs or

replacements made, products used, parts repaired or replaced, and suggestions or recommendations for further work.

VI. PERFORMING ROOF PROJECTS AND REPAIRS

During any roofing project, in addition to any other requirement in this contract the Contractor shall:

A. Arrive on site fully prepared and equipped with all materials and equipment necessary to commence immediately and perform the roofing project.

B. Perform all roof projects in full compliance with specific Roof Project Price Proposal, Preventative Maintenance Proposal, Notice to Proceed, emergency repairs estimate, and all relevant technical and applicable manufacturer specifications in a good workmanlike manner.

C. Be fully responsible of the ways, means, methods, techniques, procedures, and for performance and enforcement of safety requirements relating to the project.

D. Comply with the City of Chandler's Hot Work Policy (attached). Designate one person on each crew to perform a daily fire watch. The designated crew member shall watch for fires or smoldering materials on all areas of roof construction. Continue the fire watch for 30 minutes after roofing material application has been suspended for the day.

E. Comply with all relevant standards and code requirements for erection of structurally adequate site, work, street, or other barricading. Where appropriate and needed, provide lighting, including flashing red or amber lights.

F. Conduct work during the hours indicated on the Notice to Proceed. Work may either be conducted during normal business hours, after hours, weekends, or holidays.

G. Provide a minimum five (5) days' notice to the City and manufacturer prior to commencing any work and notify both parties on a daily basis of any change in work schedule.

H. Direct and coordinate the work of all subcontractors to create general cooperation between trades and facilitate expeditious progress of work.

I. Confine workers, apparatus, the storage of materials, and operations of his workmen to the limits indicated by law, ordinances, permits, or directions of the FM representative, and not unreasonably encumber the premises with materials or equipment.

J. Coordinate and schedule in writing after verbal consultation no less than 3 business days in advance with the City of Chandler or Roofers any required utility outage and switch-over. Include in the advance notice (1) the date and time for the switch over to occur, (2) estimated total time of the outage or switch over, (3) identify systems to be impacted by the switch over, (4) identify the contractor performing the work. Any outages or switchovers of utilities that may cause impact to the Facility being repaired and/or re-roofed shall be required to be done

when the building is not occupied. The site coordinator will have the final approval of date and time of all outages.

K. Secure all materials and equipment on the site and ensure that no materials or equipment are "point-load" on the roof. Materials shall be set on the roof using insulation pads and/or plywood skids, so as not to puncture or deflect roof.

L. Schedule site visits from manufacturers to approve roof decking and substrate prior to installing roof, obtain from the roofing materials manufacturer a written approval of decking and substrate, and provide to the City of Chandler a copy of the written approvals.

M. Not allow the application of roofing materials during precipitation or at times before or after anticipated precipitation to ensure that products are applied during manufacturer recommended weather conditions. The Contractor shall take adequate and appropriate precautions to ensure that materials, applied roofing, and building interiors are protected from possible moisture damage or contamination.

N. Not apply cold adhesive if low outside temperatures might interfere with the proper application of the cold adhesive products. Store cold adhesive products in a sufficiently warm manner immediately prior to use. Use a shop squeegee to assist in an even distribution of the adhesive (cut notches out of the rubber blade of the squeegee). Suspend application in situations where the adhesive cannot be kept at temperatures allowing for even distribution.

O. Protect newly applied roofing materials and adjacent surfaces from any staining or mechanical damage.

P. Prevent access by the public to materials, tools, and equipment.

Q. Complete, to the City's full satisfaction, all job site clean-up including building interior, exterior and landscaping where affected by the construction. Remove all debris daily from the project site and take to a legal dumping area authorized to receive such materials. At the conclusion of the project, clean the work site of rubbish, litter, and other foreign substances, to include the use of a magnet around the entire roof and grounds around building to collect all nails and metal debris. Sweep paved areas broom clean, remove stains, spills and other foreign deposits.

R. Comply with regulations for safety standards for cleaning. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

S. Coordinate with the City disposition of any extra, left-over material of value remaining after completion of the work that shall become the City's property.

T. Ensure the regular and periodic inspection, review, and approval by the City of Chandler and by the appropriate manufacturer representatives of all phases of work requiring such inspection.

U. Correct, upon the direction of the City of Chandler or manufacturer representative, any work or work-related condition, determined by any of the parties to require correction.

V. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

W. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

X. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

Y. Inspect products upon delivery to ensure compliance with the Manufacturers' Standards and Requirements, and to ensure that products are undamaged and properly protected.

Z. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated.

AA. Request in advance from the City of Chandler electrical and water service for use during the project for project-related requirements only. Electric and water costs shall be paid by the City, however the Contractor shall pay for unanticipated or excessive water usage as determined by the City of Chandler.

VII. CITY'S RESPONSIBILITIES

The City of Chandler will designate one or more Representatives to oversee Contractor work. These City Representatives may be present during any roof projects, to perform certain functions, assisting the Contractor as appropriate, monitoring Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and ensure overall contract compliance.

The City of Chandler designated representative(s) shall:

A. Serve as the primary City contact(s) for roof projects and repairs for buildings that are the responsibility of their respective department. (Building & Facilities)

B. Collaborate with the Contractor to develop roof project specifications

C. Coordinate on-site pre-project proposals and meet with the Contractor at the roof project location/site on the specified date and time scheduled for commencement of project or repair.

D. Review, decline, or approve Roof Project proposals.

E. Develop and submit Notices to Proceed for all work.

F. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the roofing sites and/or building facilities. Contractors will bear a financial burden, should keys be lost during the construction of a job.

G. Consult with the Contractor in advance and during the course of all roofing projects to ensure the work progresses and is completed to the full satisfaction of the City.

H. Consult with manufacturer representatives to verify proper product uses and application.

I. Conduct routine and periodic inspections at their convenience of the work of the contractor at any time during the project.

J. Consider any recommendations or suggestions made by the Contractor during the project regarding any aspect of the project that may deviate from the approved project specifications or notice to proceed, and approve or decline to approve any such recommendations or suggestions.

K. Review, approve, or decline to accept work at any phase of the roof project, and direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions.

L. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.

M. Review, approve, or decline to approve the roofing project or repair in whole or in part.

N. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

VIII. EMPLOYEE REQUIREMENTS:

A. The Contractor shall designate a management or supervisory individual to act as Company Representative who shall be responsible for, and have authority to act in overseeing and supervising Contractor Technician(s), be available at the request of the City to inspect work, meet and discuss work, resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative shall be available at all times via telephone and shall be able to respond within 48 hours to requests for meetings or consultation, and within 2 hours to emergencies as determined by the FM Contract representative.

B. The Contractor shall ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful and constructive communication with the FM, other City staff, and the public. The Contractor shall ensure that

all employees wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee. Contractor employees must wear these identification badges at all times while on a City of Chandler job site.

C. Contractor shall provide portable restroom facilities for their workers, to be placed on-site as directed by the City of Chandler if applicable

D. The Contractor shall ensure that all Contractor employees and personnel, while working at City buildings or sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.

E. The Contractor shall immediately remove at the direction of the City of Chandler, or other City staff, any of employee or worker from current and future assignment to work at City buildings or sites in response to the City representatives' determination that the Contractor employee is incompetent, abusive, disorderly, disrespectful, ineffective, inefficient, in possession of or under the influence of intoxicants or narcotics, or in possession weapons. The City reserves the right to have Contractor employees removed with the assistance of contract security or the appropriate law enforcement agency.

IX. OTHER REQUIREMENTS:

A. The Contractor shall be knowledgeable of, and obtain any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the City of Chandler upon request.

B. The Contractor shall pay any and all taxes, charges and fees that are necessary or required.

C. The Contractor shall provide workmanship that is of the highest professional and industry standard by performing all work in strict accordance with any and all applicable codes, work standards, manufacturer specifications, and any legal, regulatory or industry requirement or standard.

D. The Contractor shall conduct work in strict adherence to all applicable professional and legal safety standards and requirements, particularly any Occupational Safety and Health Administration (OSHA) requirements.

X. MONITORING CONTRACTOR PERFORMANCE

A. The Contractor shall fully and at all times cooperate with the City of Chandler contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

B. The City of Chandler may utilize any or all of the following steps when monitoring Contractor performance.

1. On-Site Monitoring: Conduct visual on-site work performance during all roofing projects, through the use of observation, discussion, and technical consultation.

2. Inspection of Equipment, Parts, Materials, Supplies: Inspection or testing of any and all equipment, parts, materials, supplies, or services provided by the Contractor to verify contact compliance. Inspections may be done with the assistance of manufacturer representatives.

3. Testing of Equipment: Conduct Independent testing, or have tested by an outside third party, any equipment, parts, materials, supplies, installations, repairs, services to verify equipment specification and performance.

4. Independent Inspection or Audit: Notwithstanding any other audit clause in this contract, the City of Chandler may at any time conduct a review, inspection or audit of the Contractor's performance related to any contract requirement, independent of any contract compliance activities conducted by others.

C. The City of Chandler will attempt to resolve any contractual issues at the lowest possible level using the following steps to document and correct performance issues. These steps will be preliminary and in addition to any other standard contractual remedies.

1. Informal Discussion: The City of Chandler shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with on-site Contractor technicians. Matters unresolved will be escalated to the City of Chandler Management.

2. Reporting Deficient Performance to the Contractor: The City of Chandler Management will contact Contractor, requesting follow-up action to resolve the performance matter. The City of Chandler Management and Contractor may meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

3. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Chandler Procurement Department for remedy action.

EXHIBIT B
PRICE PROPOSAL PAGE

	MODIFIED BITUMINOUS ROOF	**Units**	**Price**
1	Repair general roof leak. 3'-4' ea. repair	Per Sqft	$100
2	Install new vent thru roof.	Per Roof Vent	$300
3	Replace damaged plywood decking based on ½" CDX, minimum 16 square feet. Replace damaged rigid board roof insulation based on 1" thick, minimum 16 square feet.	Per Sqft	$18.75
4	Replace standard roof edge flashing (4 inch edge with 4 inch flange). Flashing shall be 22 gage-galvanized sheet metal minimum length 10 foot.	Per Linear Foot	$10
5	Install new unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor.	Per Support	$150

	SINGLE PLY-ROOF	**Units**	**Price**
1	Repair general roof leak. Standard service call, two hour maximum. 3;-4; ea, repair	Per Sqft	$100
2	Install new vent thru roof.	Per Roof Vent	$300
3	Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet.	Per Sqft	$48.25
4	Replace damaged metal decking. Standard "B" deck, minimum 24 square feet.	Per Sqft	$65.80
5	Replace damaged rigid board roof insulation. Based on 1" thick.	Per Sqft	$29
6	Replace standard roof edge flashing (4 inch edge with 4 inch flange) Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet.	Per Linear Foot	$8
7	Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet.	Per Linear Foot	$10
8	Install new single ply roof wrap / flashing with single ply flange at roof penetrations for electrical conduits, utility piping and steel equipment supports. Flashings shall be per single ply roof manufacturer's recommendation.	Per Pocket	$75

9	Install new unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor.	Per Support	$150

STANDING SEAM METAL ROOF		Units	Price
1	Repair general roof leak - include base felt and resetting of metal roof panels. Standard service call, two hour maximum.	Per Sqft	$275
2	Install new vent thru roof.	Per Roof Vent	$300
3	Replace damaged plywood decking. Based on ½" CDX, minimum 16 square feet.	Per Sqft	$48.25
4	Replace damaged metal decking. Standard "B" deck, minimum 24 square feet.	Per Sqft	$65.80
5	Replace damaged rigid board roof insulation. Based on 1" thick minimum 16 square feet.	Per Sqft	$29
6	Replace standard roof edge flashing (4 inch edge with 4 inch flange). Flashing shall be 22 gage galvanized sheet metal. Minimum length 10 feet.	Per Linear Foot	$10
7	Replace standard parapet wall base and counter flashing with continuous caulking bead at both flashing and counter flashing. Flashing shall be 22 gage galvanized sheet metal set with screws with neoprene gaskets, at 12 inches on center. Minimum length 10 feet.	Per Linear Foot	$10
8	Install new unistrut utility pipe supports with roofing walking pad at underside of support and clap pipe anchor	Per Support	$150

SHINGLED ROOF		Units	Price
1	Remove old shingles down to wood deck.	Per Sqft	$2
2	Replace damaged plywood decking based on 1/2 inch CDX minimum 16 square feet.	Per Sqft	$48.25
3	Replace standard roof edging 4 x 4" 22 gauge minimum 10 linear feet.	Per Sqft	$8
4	Install new# 15 felt paper and minimum 30 year shingles.	Per Sqft	$4.50

MOISTURE TESTING		Units	Price
1	Conduct moisture testing		$400

	GENERAL PRICING AND MATERIALS	Units	Price
1	Hourly Rate - Normal hours*	Per Hour	$55
2	Hourly Rate - After normal hours	Per Hour	$55
3	Hourly Rate - Weekend	Per Hour	$55
4	Hourly Rate - Holidays	Per Hour	$112.50
5	Hourly Rate - Emergency response - (respond within two hours of notification)	Per Hour	$75
6	Materials mark-up percentage (Actual Cost Plus%)	Percentage	15%
7	Minimum Call Out Charge	Each	$150

*Normal hours are considered any 8 hour period between the hours of 6am and 5pm Monday through Friday.

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EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

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

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

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

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

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with

the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

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

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

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

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

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

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

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

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

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

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities

performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly

acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

Contractor and Subcontractor Worker Background Screening. Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively Contract Worker(s)) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively Background Screening) at Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Contractor agrees that it will verify legal Arizona worker status as required by Arizona Revised Statutes (A.RS.) §41-4401. Contractor further agrees that it will conduct a background check for real identity/legal name on all Contract Workers prior to proposing the Contract Worker to the City.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, the City reserves the right but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.RS. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

Contractor Certification. By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements as required. A Contract Worker rejected for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without the City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to the City's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section 5.5, Indemnification, Contractor shall defend, indemnify and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

Continuing Duty: Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section pursuant to Section 5.1, Records/Audit.

EXHIBIT E1
HOT WORK PERMIT EXAMPLE

Date: _____ Location: _____

Nature of Work: _____ Equipment _____

Name: _____ Permit Expires (within 24 hrs.) Time: _____

PRECAUTIONS:	**Yes**	**No**	**N/A**
Fire Sprinklers in service	____	____	____
Cutting/welding equipment in good repair	____	____	____
Fire Extinguisher on hand	____	____	____
PRECAUTIONS WITHIN 35' OF WORK:			
Floors free of combustibles	____	____	____
Combustible floors protected	____	____	____
Flammable liquids removed or protected	____	____	____
Explosive atmosphere in area eliminated	____	____	____
All walls and floors opening covered	____	____	____
Fire resistant coverings under work	____	____	____
WORK ON WALLS, CEILINGS OR FLOORS:			
Construction is non-combustible	____	____	____
Combustibles moved away from other side of the wall	____	____	____
WORK ON ENCLOSED EQUIPMENT:			
Enclosed equipment cleared of all combustibles	____	____	____
Containers purged of flammable/combustible liquids and gases	____	____	____
FIRE WATCH:			
Fire watch will be maintained during and for at least 30 minutes after completion	____	____	____
Fire watcher is trained in use of this equipment and in sounding alarm	____	____	____
Fire watcher is supplied with appropriate fire extinguisher	____	____	____
Fire watcher checks affected, adjacent rooms	____	____	____

***Applicable items must be answered "yes" (or N/A) before permit is approved.**

External Contractor: Project/Number: _____
Project Coordinator: _____
Contractor Company Name: _____
Contractor Employee Rep.: _____

Approval

Supervisor: _____

Signature: _____

Contact Number: _____

Permit must be posted at jobsite

EXHIBIT E2
Hot Work Permit Procedure

A hot work permit is required in advance of any work requiring heat or open flame to complete within a city facility. Hot work procedures include welding, torch cutting, grinding, brazing, flame soldering, hot tar projects, portable gas procedures and other work where there is potential for fire.

The Hot work Permit form will be filled out after analysis of hot work area is done. It is then reviewed by the supervisor to ensure the proper precautions have been documented on the Hot Work Permit. The permit is then posted adjacent to the work area and when the job is completed it removed and the supervisor retains the permit for a period of one year.

Jobs will be terminated when they are outside of the constraints and procedures indicated on the Hot Work Permit. The permit will maintained in effect during the time a fire watch is required.

Other issues that may need to be considered include:

1) Whether or not it is a confined space (see "confined space permit")
2) Whether shielding (e.g., UV rays, sparks) to protect workers other than the welder is needed
3) PPE for welder such as proper welding hood, gloves, chaps, etc.
4) How fire alarm and suppression systems will be handled (e.g., minimizing false alarms while maintaining maximum fire protection)

EXHIBIT F1
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the law of the State of _ _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of _____ _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severely, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the _____ day of _____, _____, for **ROOFING REPAIRS AND MAINTENANCE, BF1-910-4275**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this ____ day of _____, 2020.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY _____

_____
SURETY SEAL

_____

_____
AGENT ADDRESS

EXHIBIT F2
PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

THAT: _____(hereinafter "Principal"), as Principal, and _____ _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") County of Maricopa, State of Arizona, in the amount of _____ Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the _____ _____ day of _____ , 20___, for **ROOFING REPAIRS AND MAINTENANCE, BF1-910-4275,** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLICATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20___.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

BY_____

_____
SURETY SEAL

_____
AGENT ADDRESS

CHANDLER arizona
Community of Innovation

City Council Memorandum **Facilities and Fleet** **Memo No.** N/A

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
From: Mike Hollingsworth, Facilities & Fleet Manager
Subject: Competition Impracticable Purchase of Building Assessment Services with Faithful + Gould, Inc.

Proposed Motion:

Move City Council approve the competition impracticable purchase of building assessment services from Faithful + Gould, Inc., in the amount of $64,405.

Background/Discussion:

The Phase 1 Facility Condition Assessment was completed by Faithful & Gould, Inc., in 2020. The assessments were performed on 47 buildings and provide a comprehensive roadmap of corrective recommendations and project a capital improvement schedule for the next 10 years. This request is to complete Phase 2 of the Facility Condition Assessments on the remaining 23 City buildings. These assessments will be conducted using the same methods, standards and specifications as Phase 1, therefore providing a consistent and comparable asset analysis. To maintain consistency of the study between the two phases, staff have determined that it is impracticable to engage a competitive procurement, a practice permissible under unique circumstances in the City Code.

Evaluation:

The Buildings & Facilities Division utilized Faithful + Gould, Inc., to perform the first phase of building assessments in fiscal year 2019-2020 using a City of Scottsdale cooperative contract that is now expired. Staff recommends the purchase of building assessment services from Faithful + Gould, Inc., to complete the assessment of the remaining buildings using the same inspection methods and standards from the initial assessment.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.5219.0.6BF664	General Government Capital Project	Building Assessment	$50,405	Y
605.3210.5219.0.6BF664	Water Operating Fund	Building Assessment	$14,000	Y

Attachments

Facility Assessment

Facilities Condition Assessment Agreement

City of Chandler Buildings - Locations and Maintenance Levels

Buildings Under Partial Maintenance

Building Name	Number	Site	Address	Custodial Maintained Sqft	Square Footage	Maintenance Level (Full/Partial)	Description of Partial Maintenance	Site Assessment	FCA Report	QC Report	PM	Total Hrs	Assessor Rate	QC Rate	PM Rate	F+G net fee
Airport Terminal	BF-AIRPT-2380		2380 S Stinson	11,620	11,620	Partial	Doors & Locks Only	2	8	2	1	13	$120	$125	$145	$1,595
Municipal Utilities	BF-MUDUT-975L	City Yard	975 E Armstrong Bldg L		6,800	Partial	Doors & Locks Only	2	8	2	1	13	$120	$125	$145	$1,595
WasteWater Distribution	BF-MUDWW-975J	City Yard	975 E Armstrong Bldg J		5,500	Partial	Doors & Locks Only	2	8	2	1	13	$120	$125	$145	$1,595
Water Distribution	BF-MUDDIST-975K	City Yard	975 E Armstrong Bldg K		5,500	Partial	Doors & Locks Only	2	8	2	1	13	$120	$125	$145	$1,595
Water Production	BF-MUDPRD-975O	City Yard	975 E Armstrong Bldg O		10,791	Partial	Doors & Locks Only	2	8	2	1	13	$120	$125	$145	$1,595
Solid Waste	BF-SOLID-975		3200 S McQueen		8,156	Partial	Doors & Locks Only	2	8	2	1	13	$120	$125	$145	$1,595
Transit Station	BF-TRANSIT		Chandler Mall		500	Partial	A/C, Electrical, Signage, Doors & Locks	1	8	2	1	12	$120	$125	$145	$1,475
Hamilton Aquatics Center	BF-HAMAQ-3838		3838 S Arizona		8,100	Partial	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Arrowhead Pool	BF-ARROW-1475	Arrowhead Park	1475 W Erie		7,000	Partial	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Desert Oasis Aquatic Center	BF-DOA-1400		1400 W Summit		5,671	Partial	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Folley Pool	BF-FOLL-600	Folley Park	600 E Fairview		3,150	Partial	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Mesquite Groves Aquatic Center	BF-MESQA-5901		5901 S. Hillcrest Dr		5,700	Partial	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
West Chandler Aquatics Center	BF-WESTCHA-250	West Chandler Park	250 S Kyrene		6,484	Partial	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Airport Wastewater Reclamation	BF-MUDREC-905		905 E Queen Creek		7,738	Partial	Doors & Locks Only	2	8	2	1	13	$120	$125	$145	$1,595
Lone Butte Water Reclamation	BF-MUDLONEBUT		I-10 & Maricopa		1,460	Partial	Doors & Locks Only	2	8	2	1	13	$120	$125	$145	$1,595
Reverse Osmosis	BF-MUD-OSM-3737		3737 S Old Price		18,500	Partial	Doors & Locks Only	2	8	2	1	13	$120	$125	$145	$1,595
Water Treatment Plant	BF-MUD-TRT-1475		1475 E Pecos		49,960	Partial	Doors & Locks Only	2	8	2	1	13	$120	$125	$145	$1,595
Water Quality	BF-MUDQUAL-1475		1475 E Pecos		5,200	Partial	Doors & Locks Only	2	8	2	1	13	$120	$125	$145	$1,595
WasteWater Quality	BF-MUDWWQU-905		905 E. Queen Creek Rd		6,500	Partial	Doors & Locks Only	2	8	2	1	13	$120	$125	$145	$1,595
PD Storage Facility					3,500	Full		2	16	2	1	21	$120	$125	$145	$2,555
Chandler Park & Ride Control Building	BF-CHANP&R	Tumbleweed Park	Germann & Hamilton		1,200	Partial	HVAC,Electrical Plumbing	2	8	2	1	13	$120	$125	$145	$1,595
Downtown Storefront		Downtown	51 S. Boston				HVAC,Electrical Plumbing	3	16	2	1	22	$120	$125	$145	$2,675
					179,030			50	240	44	22	356				$43,490

Buildings Leased

Building Name	Number	Site	Address	Custodial Maintained Sqft	Square Footage	Maintenance Level (Full/Partial)	Description of Partial Maintenance								
Chicago Yard	BF-PURC-249	Downtown Campus	249 E Chicago			Full	27,536	4	24	2	1	31	$120	$125	$145	$3,755
					206,566		Grand total	54	264	46	23	387				$47,245

Revised Pricing for Full assessments

Buildings Under Partial Maintenance

Building Name	Number	Site	Address	Custodial Maintained Sqft	Square Footage	Maintenance Level (Full/Partial)	Description of Partial Maintenance	Site Assessment	FCA Report	QC Report	PM	Total Hrs	Assessor Rate	QC Rate	PM Rate	F+G net fee
Airport Terminal	BF-AIRPT-2380		2380 S Stinson	11,620	11,620	Full	Doors & Locks Only	3	24	2	1	30	$120	$125	$145	$3,635
Municipal Utilities	BF-MUDUT-975L	City Yard	975 E Armstrong Bldg L		6,800	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
WasteWater Distribution	BF-MUDWW-975J	City Yard	975 E Armstrong Bldg J		5,500	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
Water Distribution	BF-MUDDIST-975K	City Yard	975 E Armstrong Bldg K		5,500	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
Water Production	BF-MUDPRD-975O	City Yard	975 E Armstrong Bldg O		10,791	Full	Doors & Locks Only	3	24	2	1	30	$120	$125	$145	$3,635
Solid Waste	BF-SOLID-975		3200 S McQueen		8,156	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
Transit Station	BF-TRANSIT		Chandler Mall		500	Full	A/C, Electrical, Signage, Doors & Locks	1	8	2	1	12	$120	$125	$145	$1,475
Hamilton Aquatics Center	BF-HAMAQ-3838		3838 S Arizona		8,100	Full	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Arrowhead Pool	BF-ARROW-1475	Arrowhead Park	1475 W Erie		7,000	Full	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Desert Oasis Aquatic Center	BF-DOA-1400		1400 W Summit		5,671	Full	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Folley Pool	BF-FOLL-600	Folley Park	600 E Fairview		3,150	Full	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Mesquite Groves Aquatic Center	BF-MESQA-5901		5901 S. Hillcrest Dr		5,700	Full	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
West Chandler Aquatics Center	BF-WESTCHA-250	West Chandler Park	250 S Kyrene		6,484	Full	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Airport Wastewater Reclamation	BF-MUDREC-905		905 E Queen Creek		7,738	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
Lone Butte Water Reclamation	BF-MUDLONEBUT		I-10 & Maricopa		1,460	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
Reverse Osmosis	BF-MUD-OSM-3737		3737 S Old Price		18,500	Full	Doors & Locks Only	3	24	2	1	30	$120	$125	$145	$3,635
Water Treatment Plant	BF-MUD-TRT-1475		1475 E Pecos		49,960	Full	Doors & Locks Only	6	24	2	1	33	$120	$125	$145	$3,995
Water Quality	BF-MUDQUAL-1475		1475 E Pecos		5,200	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555

WasteWater Quality	BF-MUDWWQU-905		905 E. Queen Creek Rd		6,500	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
PD Storage Facility					3,500	Full		2	16	2	1	21	$120	$125	$145	$2,555
Chandler Park & Ride Control Building	BF-CHANP&R	Tumbleweed Park	Germann & Hamilton		1,200	Full	HVAC,Electrical Plumbing	2	16	2	1	21	$120	$125	$145	$2,555
Downtown Storefront		Downtown	51 S. Boston			Full	HVAC,Electrical Plumbing	3	16	2	1	22	$120	$125	$145	$2,675
					179,030			57	376	44	22	499				$60,650
Buildings Leased																
Building Name	Number	Site	Address	Custodial Maintained Sqft	Square Footage	Maintenance Level (Full/Partial)	Description of Partial Maintenance									
Chicago Yard	BF-PURC-249	Downtown Campus	249 E Chicago			Full	27,536	4	24	2	1	31	$120	$125	$145	$3,755
					206,566		Grand total	61	400	46	23	530				$64,405

City Clerk Document No. _____

City Council Meeting Date: March 25, 2021

CITY OF CHANDLER SERVICES AGREEMENT
FACILITIES CONDITION ASSESSMENT
CITY OF CHANDLER AGREEMENT NO. BF1-988-4314

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Atkins North America Inc., dba Faithful+Gould, a Florida corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20____(Effective Date).

RECITALS

A. City proposes to provide facility assessment 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.

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described on July 2, 2021 from the date the Contractor is notified to proceed.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

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 $64,405. 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. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

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: Mike Hollingsworth	Name: Dean Leonard
Title: Facilities & Fleet Mgr	Title: Vice President
Address: 650 E. Ryan Rd.	Address: 16430 N Scottsdale Rd
Chandler, AZ 85225	Scottsdale, AZ 85254
Phone: 480-782-2759	Phone: 527-538-1573
Email: mike.hollingsworth@chandleraz.gov	Email: dean.leonard@fgould.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the 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.RS. §§ 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 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.

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

5.24 Disclosure of Information Adverse to 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.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to 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.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by 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.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in

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

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

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

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

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

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

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for 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.

5.34 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.

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

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

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

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

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

5.39 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.

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

5.41 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.

5.42 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.

5.43 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.

5.44 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	**FOR THE CONTRACTOR**
By: _____	By: _____
Its: Mayor	Its: Dean Leonard Vice President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

CONTRACTOR'S OBLIGATIONS

The Facility Condition Assessments (FCAs) include an assessment of the architecture, mechanical, electrical, and plumbing elements, as well as a review of substructure systems, shell systems, interior systems, service systems, equipment and site systems. The assessments determine the current condition of the facilities, identifying physical or operational deficiencies, and provide cost estimates and prioritized schedules of repair/replacement work over a ten-year period.

Contractor will conduct assessments using facility information, equipment inventories and a visual only (non-invasive) inspection methods. The assessment of the building/site components shall be performed using methods and procedures that are consistent with standard commercial and customary practice as outlined in ASTM Standard E2018-15 for property condition assessments. As per this ASTM Standard, the assessment of the building/site components is based on a visual walk-through site visit, which capture the overall condition of the site at that specific point in time only.

EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Buildings Under Partial Maintenance

Building Name	Number	Site	Address	Custodial Maintained Sqft	Square Footage	Maintenance Level (Full/Partial)	Description of Partial Maintenance	Site Assessment	FCA Report	QC Report	PM	Total Hrs	Assessor Rate	QC Rate	PM Rate	F+G net fee
Airport Terminal	BF-AIRPT-2380		2380 S Stinson	11,620	11,620	Full	Doors & Locks Only	3	24	2	1	30	$120	$125	$145	$3,635
Municipal Utilities	BF-MUDUT-975L	City Yard	975 E Armstrong Bldg L		6,800	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
WasteWater Distribution	BF-MUDWW-975J	City Yard	975 E Armstrong Bldg J		5,500	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
Water Distribution	BF-MUDDIST-975K	City Yard	975 E Armstrong Bldg K		5,500	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
Water Production	BF-MUDPRD-975O	City Yard	975 E Armstrong Bldg O		10,791	Full	Doors & Locks Only	3	24	2	1	30	$120	$125	$145	$3,635
Solid Waste	BF-SOLID-975		3200 S McQueen		8,156	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
Transit Station	BF-TRANSIT		Chandler Mall		500	Full	A/C, Electrical, Signage, Doors & Locks	1	8	2	1	12	$120	$125	$145	$1,475
Hamilton Aquatics Center	BF-HAMAQ-3838		3838 S Arizona		8,100	Full	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Arrowhead Pool	BF-ARROW-1475	Arrowhead Park	1475 W Erie		7,000	Full	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Desert Oasis Aquatic Center	BF-DOA-1400		1400 W Summit		5,671	Full	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Folley Pool	BF-FOLL-600	Folley Park	600 E Fairview		3,150	Full	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Mesquite Groves Aquatic Center	BF-MESQA-5901		5901 S. Hillcrest Dr		5,700	Full	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
West Chandler Aquatics Center	BF-WESTCHA-250	West Chandler Park	250 S Kyrene		6,484	Full	A/C, Electrical, Doors & Locks	3	16	2	1	22	$120	$125	$145	$2,675
Airport Wastewater Reclamation	BF-MUDREC-905		905 E Queen Creek		7,738	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
Lone Butte Water Reclamation	BF-MUDLONEBUT		I-10 & Maricopa		1,460	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
Reverse Osmosis	BF-MUD-OSM-3737		3737 S Old Price		18,500	Full	Doors & Locks Only	3	24	2	1	30	$120	$125	$145	$3,635
Water Treatment Plant	BF-MUD-TRT-1475		1475 E Pecos		49,960	Full	Doors & Locks Only	6	24	2	1	33	$120	$125	$145	$3,995
Water Quality	BF-MUDQUAL-1475		1475 E Pecos		5,200	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
WasteWater Quality	BF-MUDWWQU-905		905 E. Queen Creek Rd		6,500	Full	Doors & Locks Only	2	16	2	1	21	$120	$125	$145	$2,555
PD Storage Facility					3,500	Full		2	16	2	1	21	$120	$125	$145	$2,555
Chandler Park & Ride Control Building	BF-CHANP&R	Tumbleweed Park	Germann & Hamilton		1,200	Full	HVAC,Electrical Plumbing	2	16	2	1	21	$120	$125	$145	$2,555
Downtown Storefront		Downtown	51 S. Boston			Full	HVAC,Electrical Plumbing	3	16	2	1	22	$120	$125	$145	$2,675

Buildings Leased

Building Name	Number	Site	Address	Custodial Maintained Sqft	Square Footage	Maintenance Level (Full/Partial)	Description of Partial Maintenance									
Chicago Yard	**BF-PURC-249**	**Downtown Campus**	**249 E Chicago**			**Full**	**27,536**	**4**	**24**	**2**	**1**	**31**	**$120**	**$125**	**$145**	**$3,755**

EXHIBIT C TO AGREEMENT
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

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

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 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.

Additional Requirements:

a. The policy shall provide a waiver of subrogation

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

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

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

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

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

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

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

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

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

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

INTELLECTUAL PROPERTY

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

Contractor to Retain Copyrights. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Contractor, its subcontractors or personnel, during the course of performing this Agreement or arising out of the Project shall belong to the Contractor.

License to City for Reasonable Use. With this Agreement, the Contractor and its subcontractors hereby grant a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works. In the event that the derivative works require the City to alter or modify the Documents, then the provisions of this section apply.

Documents to Bear Seal. The Contractor and its subcontractors shall endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City

immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

CHANDLER arizona
Community of Innovation

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

Date:	March 25, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Thomas Dwiggins, Fire Chief
From:	Robin Miller, Fire Management Coordinator
Subject:	2022 Governor's Office of Highway Safety Grant Program Application

Proposed Motion:

Move City Council pass and adopt Resolution No. 5444, authorizing the submission of a Governor's Office of Highway Safety Grant, for the Child Safety Seat Clinic program, in the amount of $49,114, and authorizing the City Manager, or designee, to perform grant-specific negotiations and submit documentation on behalf of the City of Chandler.

Background:

The Chandler Fire Department (CFD) will apply for a Governor's Office of Highway Safety Grant in the amount of $49,114 to continue its Child Safety Seat Clinics for the period of October 1, 2021, to September 30, 2022. The program will be held primarily in the downtown Chandler Police Department parking lot and will offer 42 child safety seat (CSS) inspection clinics and distribute up to 170 booster and infant seats to families in need.

All of CFD's child passenger safety technicians (CPST) are certified (at CFD's expense) and will participate in regional and community events sponsored by SafeKids, the Governor's Office of Highway Safety, and other partners. CPSTs will also provide public education to parents and caregivers on passenger safety, CSS installation, and child safety around vehicles via hands-on instruction and printed materials.

Financial Implications:

This reimbursable grant does not require matching funds.

Attachments

Resolution No. 5444

RESOLUTION NO. 5444

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE SUBMITTAL OF A PROPOSAL TO THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR CONSIDERATION IN THE 2022 HIGHWAY SAFETY PLAN IN THE AREA OF OCCUPANT PROTECTION TO CONTINUE THE CHILD SAFETY SEAT CLINIC PROGRAM IN THE AMOUNT OF $49,144.

WHEREAS, the Governor's Office of Highway Safety (GOHS) is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the City of Chandler, through the Fire Department, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration; and

WHEREAS, the Chandler Fire Department prepared a proposal for grant funding in the amount of $49,144, to the GOHS to continue its Child Safety Seat Clinics and seat installations by the Department's child passenger safety technicians.

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

Section 1. Approves the submission of its Child Safety Seat Clinic program in the amount of $49,144, for consideration in Arizona's 2022 Highway Safety Plan.

Section 2. Authorizes the City Manager, or designee, to act as the appointed agent for the City of Chandler to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the Council of the City of Chandler, Arizona, this 25th day of March, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5444 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 25th day of March, 2021 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

ITEM 13

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

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Thomas Dwiggins, Fire Chief
From: Robin Miller, Fire Management Coordinator
Subject: Resolution 5445 agreement with HonorHealth to train Chandler Fire Department paramedic students.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5445, authorizing the City of Chandler to enter into an agreement with HonorHealth to train Chandler Fire Department paramedic students during their required clinical rotations.

Background:

For ten years, the Chandler Fire Department (CFD) has conducted a paramedic training program in conjunction with Phoenix College. Through a rigorous 10-month course conducted within the Department, firefighters have become certified as paramedics.

To reduce costs and provide CFD firefighters an optimal education, the Department is applying for accreditation through the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for its own paramedic program. Currently, CFD has been approved by CAAHEP to begin the Letter of Review (LoR) process, which requires CFD to enter into agreements with local hospitals to fulfill the clinical training component of the paramedic program. Resolution No. 5445 allows CFD to enter into an agreement for clinical training with HonorHealth.

The term of the agreement is five years and may be extended by mutual agreement of the parties. This agreement fulfills CAAHEP accreditation guidelines and allows CFD paramedic students to perform clinical rotations at the health center.

Financial Implications:

No financial implications.

Attachments

Resolution No. 5445
HonorHealth Clinical Rotation Agreement

RESOLUTION NO. 5445

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN AGREEMENT BETWEEN THE CITY OF CHANDLER AND HONORHEALTH TO TRAIN PARAMEDIC STUDENTS TO MEET THEIR REQUIRED CLINICAL TRAINING ROTATIONS.

WHEREAS, Chandler Fire Department (CFD) has conducted a paramedic training program in conjunction with Phoenix College for the last ten years and it certifies its own firefighters as paramedics through a rigorous 10 month course completed in-house; and

WHEREAS, Chandler Fire Department is in the process of applying for accreditation from the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for its in-house paramedic program; and

WHEREAS, Chandler Fire Department desires to obtain accreditation because it will ensure that CFD's paramedic students graduate from a quality program by ensuring that instructors possess adequate qualifications and academic credentials to teach; and accreditation protects the public by ensuring that paramedics are properly trained and are certified as possessing the minimum level of competency; and

WHEREAS, HonorHealth has agreed to provide the requisite clinical training and education portion for paramedic students for those students to meet paramedic program requirements; and

WHEREAS, the parties agree that the sole purpose of the agreements is to train paramedic students, and not to provide a service. The parties are not business associates under the Health Insurance Portability and Accountability Act.

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

Section 1. Adopts the Agreement attached hereto.

Section 2. Authorizes and directs the City Manager, or designee, to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this 25th day of March 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 5445 was duly passed and adopted by the Council of the City of Chandler, Arizona, at a regular meeting held on the 25th day of March , 2021, and that a quorum was present at the meeting.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

AFFILIATION AGREEMENT FOR STUDENT ROTATIONS

This Affiliation Agreement for Student Rotations ("**Agreement**") is made and entered into on the date of last signature below ("**Effective Date**"), by and between Chandler Fire Department of Chandler, AZ ("**Fire Department**") and HonorHealth. Fire Department and HonorHealth may hereinafter be referred to individually as a "**Party**" or, collectively, as "**Parties.**"

RECITALS

WHEREAS, Fire Department offers an Emergency Medical Services-Paramedic Certification Program ("**Program**") for its participant-students (at times referred to individually as a "**Student**" or, collectively, as "**Students**"), and such Program requires clinical experience so that Student(s) can fulfill a Program requirement;

WHEREAS, HonorHealth provides comprehensive health care and emergency care services at its hospitals, outpatient centers, and clinical and non-clinical facilities and offices throughout Arizona (in any combination, "**facilities**");

WHEREAS, HonorHealth recognizes the need for on-site learning experiences in the training of Students and desires to make available certain personnel, staff and facilities for such learning experiences; and

WHEREAS, the Parties have agreed to cooperate in providing Students from the Program with on-site learning experiences at HonorHealth, subject to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance, the Parties agree as follows:

I. RESPONSIBILITIES OF HONORHEALTH

A. General. HonorHealth agrees to accept Students from Fire Department for the purpose of receiving supervised training and experience at such times as are mutually agreed to by the Parties. HonorHealth will provide an opportunity for a planned, supervised program of learning at its facilities in cooperation with Fire Department. Notwithstanding the foregoing, HonorHealth is not obligated to accept Students from Fire Department on a continuous basis or from more than one Program at any one time.

B. Liaison. For each Student rotation, HonorHealth shall designate an individual to serve as a liaison between HonorHealth and Fire Department to coordinate each Student's on-site learning experience.

C. Supervision. HonorHealth shall provide supervision of the educational activities of each Student while on rotation at HonorHealth as is reasonable and appropriate to the circumstances and to a Student's level of training. While on rotation at HonorHealth, Students are (i) not to provide any patient care or service apart from its educational value and unless under the direct supervision of a staff member designated by HonorHealth and (ii) not to replace HonorHealth employees and/or staff.

D. Orientation. HonorHealth will provide for the orientation of Fire Department's Students as to HonorHealth's rules, regulations, policies and procedures relevant to Student's rotation including information regarding safety and emergency procedures, patient privacy and confidentiality. HonorHealth reserves the right to either cancel or delay a Student's rotation if orientation is not satisfactorily completed at least three (3) weeks prior to Student's first day of rotation at HonorHealth.

Patient privacy and confidentiality training provided by HonorHealth to Students during orientation shall satisfy the requirements of all applicable Federal and state laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and related regulations. Solely for the purpose of defining the role of Students in relation to the use and disclosure of HonorHealth's protected health information, such Students are defined as members of HonorHealth's workforce, as that term is defined by 45 CFR 160.103, when engaged in educational activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of HonorHealth.

E. Facilities. HonorHealth shall arrange for Students to have access to the facilities and resources as are available and reasonably necessary for the activities of Students under this Agreement.

F. Evaluation. HonorHealth will, upon written request, assist Fire Department in the assessment of the learning and performance of Students by completing assessments forms provided by Fire Department.

G. Emergency Care. HonorHealth shall provide Students with access to emergency care while engaged in their educational experience at HonorHealth. Fire Department agrees to inform Students that they must notify HonorHealth and Fire Department as soon as practicable if they develop an illness or is involved in an accident while on rotation at HonorHealth. The Parties agree that Students shall bear the cost of all emergency services rendered and follow-up care and/or hospitalization and Fire Department agrees to inform Students of such.

H. Insurance. At all times while this Agreement is in effect, HonorHealth, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:

(i) professional liability insurance of at least one million dollars ($1,000,000) per occurrence/claim and three million dollars ($3,000,000) annual aggregate; and

(ii) general liability insurance of at least one million dollars ($1,000,000) per occurrence/claim and three million dollars ($3,000,000) annual aggregate;

All of the aforementioned insurance shall have an effective date prior to or coinciding with the Effective Date of this Agreement.

II. RESPONSIBILITIES OF FIRE DEPARTMENT

A. General. Fire Department shall retain full responsibility for the planning, implementation and execution of its Program, including programming, administration, accreditation, curriculum, content, grading and requirements for matriculation, promotion and graduation.

B. Liaison. Fire Department shall designate an individual to serve as a designee of each Student rotation ("**Rotation Designee**"). Rotation Designee shall be the liaison between Fire Department and HonorHealth to coordinate and assist, as necessary, in operating an effective on-site learning experience for Students.

C. Assignment of Students. Fire Department shall provide to HonorHealth at least thirty (30) days prior to the start of each Student rotation: (i) number of Students and on-site faculty (if applicable), (ii) type and description of rotation, (iii) schedule of assignments, (iv) skill set sheet, (v) number of on-site hours, (vi) date range of rotation, (vii) name and contact information of Rotation Designee, (viii) if requested by

HonorHealth, summary of Student's education and experience, (ix) need for a preceptor and (x) any other information requested by HonorHealth pertaining to Students or the proposed rotation.

D. Qualifications of Students. Fire Department shall refer to HonorHealth only those Students who (i) meet all qualifications for the on-site learning experience, (ii) have satisfactory completed the health and immunization, safety and other requirements necessary for their participation in the rotation and (iii) are in good standing with Fire Department. If the good standing of a Student changes while assigned to HonorHealth, Fire Department agrees to immediately (i) notify HonorHealth and (ii) remove such Student from participation in the rotation at HonorHealth.

E. Health Insurance. Fire Department shall inform each Student that they are responsible for providing their own health insurance at no cost to HonorHealth.

F. Health and Immunization, Safety and Other Requirements. Prior to commencement of rotation at HonorHealth, Fire Department shall inform each Student that they are expected to comply with the health and immunization, safety and other requirements stated below. At least three (3) weeks prior to the start of rotation at HonorHealth, Fire Department shall provide to HonorHealth a written or electronic attestation verifying that Student has successfully met the requirements stated below. In the case of non-clinical rotations, if Fire Department has in good faith determined that it is unable to provide to HonorHealth the aforementioned attestation for a Student due to the non-clinical nature of such Student's Program, Fire Department shall immediately notify HonorHealth and, provided that the Parties mutually agree to move forward with the proposed rotation, the Parties agree to work in good faith together and with the affected Student to satisfy the required assessment verifying that Student has met the requirements stated below.

(i) Immunizations

(a) Record of a two-step booster method for Students who have not had a tuberculin skin test within the last twelve (12) months of the start of their rotation at HonorHealth, or annual TB screening completed on or before the annual renewal date, or TB IGRA negative results may be substituted for annual tuberculin skin test, or negative chest x-ray within the last six (6) months for Students with a history of a positive TB.

(b) Record of measles, mumps, and rubella ("**MMR**") lab titer confirming positive immunity or two (2) full vaccinations to MMR given at least twenty-eight (28) days apart and after one year of age.

(c) Record of varicella lab titer confirming positive immunity or two (2) varicella vaccinations.

(d) Record of current vaccination for seasonal influenza or exemption acceptable to Host Fire Department. If vaccination is waived/declined, Student must wear a surgical/procedural mask at all times while in patient-care buildings and patient-care areas during flu season in accordance with AZ State regulations.

(e) For Students with a predictable possible exposure to blood or infectious body fluids, record of either (i) lab titer confirming positive immunity to Hepatitis B; or (ii) current vaccination; or (iii) proof of waiver/declination.

(ii) Drug Screen. Must be completed upon entry into Student's academic/training program at Fire Department or within the last year of the start of the rotation at HonorHealth.

Each Student must have passed a urine drug screen for substance abuse using a standard panel that includes the following substances: amphetamine, barbiturate, benzodiazepine, cannabinoids, cocaine or metabolites, methadone, opiates, oxycodone, phencyclidine, and propoxyphene. Screening and cut-off levels must match those of HonorHealth in effect at such time. Fire Department must also instruct each Student that he/she will need to rescreen upon returning from a leave of absence or for cause as determined by HonorHealth.

(iii) Level One Fingerprint Clearance Card. Each Student is required to obtain and maintain a valid Level One Arizona Department of Public Safety Fingerprint Clearance Card throughout his/her rotation at HonorHealth facilities with this requirement. This fingerprint clearance card must encompass state and federal checks for criminal and sex offender offenses.

(iv) Background Screen. Must be completed upon entry into the Student's academic/training program at Fire Department or within the last year of the start of the rotation at HonorHealth. Each Student must pass a background check going back seven (7) years including, but not limited to the following: Social Security Trace/Alias Trace, SSN Sight Validation, Maricopa County/Arizona Warrant Search, Out-of-State County Criminal Search, USA Criminal Search and USA Sex Offender, and Sanctions Scan Healthcare Sanctions Database/OIG Healthcare Sanctions Check.

(v) Basic Life Support (BLS) Certification. Each Student on a clinical rotation must maintain current Basic Life Support certification from American Heart Association throughout his/her rotation at HonorHealth. Basic Life Support certification must include evidence of a hands-on skills component.

(vi) Other. Any other documentation reasonably required by HonorHealth.

If applicable, Fire Department must maintain copies of documentation evidencing all of the above requirements for each placed Student in accordance with Fire Department's record retention requirements and agrees to provide, or arrange for the Students to provide, to HonorHealth, copies of such documentation upon the request of HonorHealth.

Students who do not comply with the health and immunization, safety and other requirements of this section or any other prerequisites requested by HonorHealth will not be eligible for rotation at HonorHealth. HonorHealth retains the right to remove any Student who does not meet or maintain the standards set forth herein. Any exception to these requirements must be approved in writing by HonorHealth before Student's rotation start date. HonorHealth reserves the right to terminate this Agreement in the event of falsification or misrepresentation of the requirements set forth in this section.

G. Policies. Fire Department shall inform all Students of their responsibility to follow all applicable administrative policies, standards, practices and procedures of HonorHealth while on rotation at any HonorHealth facilities.

H. Confidential Information. Fire Department will advise its Students that they must not disclose any confidential material or information connected with HonorHealth or any of its employees, staff and patients, except as required by federal or state law.

I. Insurance. At all times while this Agreement is in effect, Fire Department, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows and shall provide to HonorHealth evidence of such coverage:

(i) professional liability insurance for its Students and on-site faculty employed by Fire Department (if applicable) of at least one million dollars ($1,000,000) per occurrence/claim and three million dollars ($3,000,000) annual aggregate;

(ii) general liability insurance of at least one million dollars ($1,000,000) per occurrence/claim and three million dollars ($3,000,000) annual aggregate;

(iii) workers' compensation insurance for its employees (including on-site faculty employed by Fire Department) in a form and amount covering Fire Department's full liability as required by applicable state law; and

(iv) Student accident insurance of at least ten thousand dollars ($10,000) for any Student not covered by Fire Department's workers' compensation insurance.

Notwithstanding the foregoing, if Fire Department is a public entity entitled to governmental immunity protections under applicable state law, then Fire Department shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable state law; but Fire Department shall provide such insurance with limits of at least one million dollars ($1,000,000) per occurrence/claim and three million dollars ($3,000,000) annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply.

All of the aforementioned insurance shall have an effective date prior to or coinciding with the Effective Date of this Agreement. If Fire Department obtains claims-made insurance for any of the above policies, then Fire Department shall provide for continuous coverage with limits of liability set forth above (and providing evidence thereof, to HonorHealth) to cover all claims that arise out of a Student's rotation at HonorHealth. If such claims-made coverage is cancelled, expired or terminated, Fire Department shall be responsible for procuring and paying for tail coverage (and providing evidence thereof, to HonorHealth) to assure an extended reporting endorsement following such cancellation, expiration or termination to cover all claims that arise out of a Student's rotation at HonorHealth.

Fire Department shall provide notification to HonorHealth at least thirty (30) days prior to cancellation, termination, non-renewal, or material alteration of any policy. Failure by Fire Department to maintain the required insurance during any period and, if applicable, following termination or expiration of this Agreement shall give HonorHealth the right to terminate this Agreement and HonorHealth shall be entitled to recover from Fire Department all damages caused by the failure to obtain and maintain insurance as required under this Agreement.

J. Fire Department and Program Status. As of the Effective Date, Fire Department (i) is in good standing with the City of Chandler, Arizona and agrees to notify HonorHealth immediately upon a change in such status and (ii) has submitted its application for accreditation with the Commission on Accreditation of Allied Health Education Programs ("**CAAHEP**") for its Emergency Medical Services-Paramedic Certification Program. While its request for accreditation is under review by CAAHEP, Fire Department has been granted a Letter of Review by the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions ("**CoAEMSP**"), which is the official designation that the Program is in the "becoming accredited" process and during the interim period until final accreditation the Program can function as a pending accredited body and any Students graduating from the Program is

eligible to sit for the National Registry of Emergency Medical Technicians paramedic credentialing examination(s). Fire Department shall notify HonorHealth of successful completion of the accreditation process (and providing evidence thereof, to HonorHealth upon request) and if at any time during the term of this Agreement accreditation is placed on probationary status or revoked. HonorHealth reserves the right to immediately cancel or terminate on-site learning experiences and/or this Agreement (without completion of the on-site learning experience) based upon a change in Fire Department's good standing or the Program's accreditation status.

K. On-Site Faculty. If a faculty member of Fire Department desires to participate in an on-site learning experience with Student(s) at HonorHealth ("**on-site faculty**"), faculty member must comply with the same requirements and obligations as those of Students set forth in this Agreement.

III. GENERAL PROVISIONS

A. Confidentiality.

(i) General Confidentiality. All Parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other Party.

(ii) Patient Health Information. Students may receive or acquire from HonorHealth protected health information ("**PHI**") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implanting regulations, including 45 CFR Section 160 and 164 (collectively "**HIPAA**"). Fire Department agrees that all PHI acquired as a result of Students' training at HonorHealth is confidential, and that Fire Department and Students are prohibited from using and/or disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at HonorHealth. Fire Department shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at HonorHealth. All PHI obtained, generated or encountered relating to the training shall at all times be and remain the property of HonorHealth.

(iii) Patient Authorization. No HonorHealth PHI may be disclosed to or shared with Fire Department (or Fire Department's employees or agents not participating as on-site faculty) during the course of and for the Program unless HonorHealth has received express written patient authorization. HonorHealth shall reasonably assist Fire Department in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students and on-site faculty shall use only de-identified information (as defined by HIPAA) in any discussion with Fire Department (or Fire Department's employees or agents not participating as on-site faculty). The preceding shall not prohibit disclosure or sharing of PHI between HonorHealth and Fire Department as permitted by HIPAA and/or state law for treatment, payment or healthcare operations.

(iv) Cameras. Students and on-site faculty shall not be permitted to use any cameras or camera cell phones at HonorHealth.

(v) Effect of Termination of Agreement on PHI. Upon the termination of this Agreement for any reason, Fire Department shall use its best efforts to return to HonorHealth or to destroy all written and electronic PHI received or acquired from HonorHealth. For example, such efforts may include destruction by shredding of Students' essays or papers containing PHI and destruction by shredding of any on-site faculty containing PHI.

(vi) Notice of Breach of Confidentiality. If Fire Department becomes aware of the unauthorized use or disclosure of PHI, Fire Department shall promptly and fully notify HonorHealth of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

(vii) Remedies of Breach. Fire Department agrees that, if it breaches this Section III on Confidentiality, HonorHealth may immediately terminate this Agreement upon written notice of intent to terminate from Fire Department. In addition to damages, HonorHealth shall be entitled to equitable remedies, including injunctive relief in the event of breach of this Section by Fire Department.

(viii) FERPA. To the extent HonorHealth generates or maintains educational records related to Student subject to the Family Educational Rights and Privacy Act ("**FERPA**"), HonorHealth agrees to comply with FERPA to the same extent as such laws and regulations apply to Fire Department, and shall limit access to only those HonorHealth employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, Fire Department hereby designates HonorHealth as an Fire Department official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the Fire Department's records is required by HonorHealth to carry out the Program.

B. Patient Care. The Parties agree that HonorHealth and its employees, staff and agents have independent discretion to make professional judgments relating to the delivery of health care services and that Fire Department shall neither have nor exercise control or direction the manner in which HonorHealth and its employees, staff and agents deliver health care services to patients.

C. Dismissal of Students. HonorHealth may immediately remove any Student from any of its facilities and retains the right to suspend or terminate the participation of any Students. HonorHealth will promptly notify Fire Department if such an action is required and/or taken and the reasons for such action, but such notice will not give Fire Department or affected Student any opportunity to challenge the action.

Fire Department may terminate the participation of any Student when, in its sole discretion, it determines that further participation by such Student would no longer be appropriate. Fire Department will immediately notify HonorHealth if such action is required and/or taken.

D. No Payments. No payments or remuneration shall be made between the Parties or by HonorHealth to any Student in connection with this Agreement. HonorHealth shall not be responsible for any of Student's personal expenses such as transportation, housing, meals, medical care, tuition or incidentals and any costs or expenses to meet HonorHealth's health and immunization, safety and other requirements set forth in Section II(F) of this Agreement.

E. Term; Termination. (i) This Agreement will commence on the Effective Date and remain in effect for a period of five (5) years. Following the initial term, this Agreement may be renewed by mutual written consent of the Parties. The Parties acknowledge that this Agreement is subject to cancellation by the City of Chandler under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

(ii) Any Party may terminate this Agreement for any reason upon sixty (60) days' prior written notice to the other Party. Should this Agreement be terminated prior to its expiration date and notwithstanding anything in this Agreement to the contrary, Students assigned to HonorHealth at the time of such termination shall be permitted to complete their rotations pursuant to the terms and conditions of this Agreement. In the event of a material breach of this Agreement, the aggrieved Party may terminate this

Agreement by giving thirty (30) days' prior written notice of termination to the breaching Party. If the breach is not cured, this Agreement shall terminate at the end of such thirty (30) day period and any Students on rotation with HonorHealth shall be immediately dismissed from such rotation.

F. Status of the Parties. The Parties agree that no Student participating in an on-site learning experience shall be considered an employee, agent, contractor or representative of HonorHealth for any purpose including but not limited to workers' compensation, employee benefits, salary and professional liability. The Parties further agree that no employee or agent of HonorHealth shall be considered an employee, agent, contractor or representative of Fire Department for any purpose including but not limited to workers' compensation, employee benefits, salary and professional liability. The Parties expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association among the Parties, but is, rather an agreement by and among independent Parties.

G. Indemnification. Each of Fire Department and HonorHealth (an "**indemnifying Party**") shall defend, indemnify and hold harmless the other, its affiliates, parents, subsidiaries, directors, officers, agents, employees, volunteers, Students (in the case of Fire Department) or on-site faculty (in the case of Fire Department) from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims (collectively, "**Claim**") for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such Claim for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its directors, officers, employees, agents, Students (in the case of Fire Department) or on-site faculty (in the case of Fire Department).

Each Party, explicitly acknowledging that it is not the agent or employee of the other, shall be responsible for its own acts and omissions and the acts and omissions of its own employees and agents in carrying out this Agreement. For avoidance of doubt, Fire Department shall be responsible for the negligent or willful acts or failure to act of Student and/or on-site faculty (if applicable) during each on-site learning experience.

H. Notices. Any notice, demand or communication required under this Agreement will be deemed effectively given when made in writing (i) on the date tendered by personal delivery; (ii) on the third business day following deposit in the United States mail, with postage prepaid, certified or registered mail, return receipt requested; (iii) on the date tendered for delivery by nationally recognized overnight courier; or (iv) on the date sent by electronic mail provided sender does not receive any indication that such message is undeliverable or otherwise unable to reach recipient, in each case to the addresses shown below or such other address(es) as a Party may specify in writing to the other Party from time to time.

If to Fire Department:

Chandler Fire Department
Mail Stop 801, PO Box 4008
Chandler, AZ 85244
Attn: Charles Griffiths
Email: Charles.griffiths@chandleraz.gov

If to HonorHealth:

HonorHealth
8283 N. Hayden Road, Suite 225
Scottsdale, AZ 85258
Attn: Director, Professional Development - Center for Clinical Excellence
Email: StudentRotation@HonorHealth.com

with a copy to:

HonorHealth
8125 N. Hayden Road
Scottsdale, AZ 85258

Attn: Legal Department
Email: legalcontractsteam@honorhealth.com

I. No Discrimination. Each Party agrees not to discriminate in the selection or acceptance of any Student wishing to participate in, or is already participating in, an on-site learning experience at HonorHealth on the basis of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition, ancestry, marital status, citizenship or any other basis protected by law.

J. Force Majeure. Either Party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a Party's performance continues for a period in excess of thirty (30) days, the other Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other Party.

K. Assignment. Neither Party shall assign their rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.

L. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement.

M. Compliance with Laws. The Parties will comply with all applicable federal, state, provincial, and local laws and ordinances and all lawful orders, rules and regulations thereunder related to their respective activities under this Agreement.

N. Use of Name; Publicity. Neither Party shall, without the prior written consent of the other, use, or authorize others to use, the name, trademark, logo, symbol, or other image of the other Party, or that Party's employees or agents, in any form of advertising, publicity or any other promotional material. No announcement, news release, public statement, publication, presentation or other disclosure of or otherwise relating to the existence of this Agreement will be made without the other Party's prior written approval, unless otherwise required by law. Notwithstanding the foregoing, either Party may use the other Party's name as appropriate in publications that list Fire Departments that provide field education experiences for Students.

O. Effect of Laws. If any legislation, regulation or government policy is passed or adopted or if these laws, regulations or policies are interpreted in a manner that would materially affect either Party's participation in or implementation of this Agreement as written, the Party raising such concern shall provide notice of such law, regulation, policy or provision to the other Party, and the Parties agree to negotiate in good faith within thirty (30) days to modify the terms of this Agreement to comply with the applicable law, regulation or policy. If the Parties cannot agree upon the necessary modification, either Party may terminate this Agreement on thirty (30) days' advance written notice.

P. Entire Agreement; Modification; Waiver. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Any reference to this Agreement will include each and every schedule, exhibit and attachment, each of which is fully incorporated into this Agreement where referenced. No delay or omission by any Party in exercising any right under this Agreement will

operate as a waiver of that or any other right. Any waiver of any of the terms and conditions hereof must be in writing to be enforceable, and shall not be construed as a waiver of any other terms and conditions hereof. No waiver of any breach shall be deemed to be a waiver of any preceding or succeeding breach.

Q. Governing Law; Venue. This Agreement shall be governed in all respects by the laws of the State of Arizona. The venue for any dispute, claim or litigation relating to or arising from this Agreement shall be Maricopa County, Phoenix, Arizona.

R. Authority; Counterparts; Transmission by Electronic Means. The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the Parties for which they sign. This Agreement may be executed in counterparts, each of which shall be an original, and all such counterparts together shall constitute the entire agreement. The Parties agree that execution of this Agreement by exchanging portable document format (.pdf) or other imaged signatures shall have the same legal force and effect as the exchange of original signatures.

S. Survival. The rights and obligations of the Parties set forth in this Agreement which by intent or meaning have validity beyond termination or expiration of this Agreement, including, but not limited to, rights and obligations with respect to confidentiality, indemnification, insurance, governing law/venue and use of name/publicity shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Chandler Fire Department	**HonorHealth**
By: _____	By: Deedra Zabokrtsky (Jan 29, 2021 12:27 MST)
Name: _____	Name: Deedra Zabokrtsky
Title: _____	Title: SVP | Chief Nursing Executive
Date: _____	Date: 01/29/21

APPROVED AS TO FORM:

_____

City Attorney

ATTEST:

_____

City Clerk

CHANDLER arizona
Community of Innovation

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

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Thomas Dwiggins, Fire Chief
From: Robin Miller, Fire Management Coordinator
Subject: Resolution No. 5450 approving an agreement between the City of Chandler and Maricopa Medical for the provision of ambulance services

Proposed Motion:

Move City Council pass and adopt Resolution No. 5450, approving an agreement between the City of Chandler and Maricopa Medical for the provision of ambulance services.

Background:

The City currently has a contractual agreement for the provision of ambulance services with American Medical Response (AMR) that expires after its five-year term in January 2022. Staff recently completed a Request for Proposal (RFP) process in preparation for the expiration of the current contract. There are two current ambulance providers who have a Certificate of Necessity from the State of Arizona, which enables the delivery of ambulance services to the City of Chandler. Both providers submitted proposals for consideration by the City. Through a comprehensive review and scoring process, staff selected a new contractor, Maricopa Medical, to provide ambulance services at the conclusion of the current contract.

The new contract maintains Chandler Fire Department firefighter paramedics on the ambulances. This staffing model ensures that community members who require ambulance transportation will be served by a City of Chandler firefighter paramedic through the entire pre-hospital treatment and transportation experience. Additionally, the ambulances provided in the contract will continue to be billeted at Chandler Fire Stations and dispatched through the Phoenix Regional Dispatch Center rather than a private contractor. This deployment model maintains control over the distribution of these valuable resources and consistency in radio communications throughout the system.

There are two significant changes in the new contact that warrant an overview in this memo. First, designated 24-hour ambulances will increase from five to six. Through the life of the existing contract, ambulance transport rates have increased more than two percent year-over-year. This increased demand for ambulances has created a system that is resource-strained, which has resulted in reduced access to emergency transportation and increased response times for critical patients. Second, there is a change in the reimbursement for firefighter paramedics as shown in the Financial Implications section below. The change in reimbursement is an increase from 90% to 100% of firefighter paramedic pay and benefits, which is being defined as 100% of the City's mid-level annual pay and benefits for a firefighter paramedic. Additionally, the reimbursement for City attendant staff was increased from fifteen (15) to eighteen (18) to facilitate the operation of the additional ambulance.

The term of this contract is four (4) years after the commencement date. If Maricopa Medical and the City mutually agree to renew this Contract, it may be extended for three (3) additional one (1) year periods.

Financial Implications:

There is an increase in the reimbursement for staffing from $1,492,579 annually on the current contract, providing firefighter paramedic staffing on five (5) full-time ambulances and one (1) peak-time ambulance, to $2,313,072 annually on the proposed contract, providing firefighter paramedic staffing on six (6) full-time ambulances and one (1) peak-time ambulance.

There is an additional increase in reimbursement for the rental of fire station space for ambulance billeting from $122,628 annually on the current contract, which provides station rental for five (5) full-time and one (1) peak-time ambulance, to $145,500 annually which will provide station rental for six (6) full-time and one (1) peak-time ambulance.

The total annual reimbursement to the City from all items combined is $2,458,572. Expenditures will continue to be in various Fire personnel and operating accounts and will continue to be reimbursed by Maricopa Medical through the General Fund.

Attachments

Ambulance Service Contract Signed

Resolution No. 5450

AMBULANCE SERVICES CONTRACT
CITY OF CHANDLER CONTRACT NO. FD1-990-4220

THIS AMBULANCE SERVICES CONTRACT (the "Agreement") is entered into by and between Maricopa Ambulance, LLC, a Delaware LLC ("Contractor"), and City of Chandler, Arizona ("City"). This Agreement is not in effect until approved by the Director of the Arizona Department of Health Services ("ADHS"), and any amendments, addendums or extensions to the agreement will not be in effect until reviewed and approved by the Director. Together, Contractor and City are the "Parties" or "parties".

Assuming the Agreement has been approved by the Director of ADHS, services under this Agreement will commence January 1,2022, or upon such other date subsequent to Director approval, mutually agreed to by Contractor and City.

RECITALS

WHEREAS, Contractor has a Certificate of Necessity CON #147 issued by the Arizona Department of Health Services ("ADHS") necessary to provide emergency 911 ground ambulance services within the City's city limits and represents that it has the expertise and capacity to provide emergency 911 ground ambulance services within the City's city limits; and under requirements Arizona Revised Statutes, the Arizona Administrative Code, or the Arizona Department of Health Services rules or regulations, all as modified, updated or amended from time to time; and

WHEREAS, the City and Contractor wish to enter into this Agreement for the provision of emergency 911 ground ambulance services within the City's city limits; and

WHEREAS, Contractor and the City deem it beneficial for the City to provide City firefighter paramedic staffing to assist Contractor in providing the 911 ambulance service contemplated under this Contract, and be reimbursed for providing such staffing, pursuant to the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Contract and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

Section I. Definitions

1.1 The term "Advanced Life Support" or "ALS" means those medical treatments, procedures (including assessment), and techniques, which may be administered or performed by ALS personnel established pursuant to A.R.S. sec. 36-2205.

1.2 The term "Ambulance" means vehicles used in the transport of those receiving EMS (emergency medical services).

1.3 The term "Code 3 Call," means:

(a) an emergency response call in which the use of red lights and sirens are requested at the time of the initial request and red lights and sirens are used until arrival on the scene of an incident, or a call in which the initial request by the Emergency Dispatch Center was for a Code 2 Call, but was upgraded by the 9-1-1 Emergency Dispatch Center or responding fire unit to a Code 3 Call prior to arrival on the scene of an incident.

1.4 The term "Code 2 Call," as used in this Agreement, means:

(a) An emergency response call in which the use of red lights and sirens are not requested by the 9-1-1 Emergency Dispatch Center for Ambulance response to the scene of an incident, or

(b) A call in which the initial request by the 9-1-1 Emergency Dispatch Center as for a Code 3 Call, but was downgraded by the 9-1-1 Emergency Dispatch Center or responding fire unit to a Code 2 Call prior to arrival on the scene of an incident.

1.5 The term "Cumulative Response Time" means the sum-total elapsed time of 9-1-1 emergency dispatch and response time for an emergency call.

1.6 The term "Designated Ambulance" or "Dedicated Ambulance" means Ambulances used to perform the services required under this Agreement. The terms "Designated Ambulance" and "Dedicated Ambulance" may be used interchangeably.

1.7 The term "DHS," means the State of Arizona Department of Health Services.

1.8 The term "Emergency Paramedic" or "Paramedic" means a person who has been trained in an emergency paramedic training program and who is certified to act as a paramedic under the laws, rules or regulations of the State of Arizona.

1.9 The term "EMS Service Area," means all areas within the boundaries of the City of Chandler. Any use of the phrase "EMS Service Area," or similar terms will in all respects be limited to the geographical boundaries of the City of Chandler, and any automatic/mutual aid partners, special districts, state lands, and county islands contained therein. Both Parties acknowledge that these boundaries may change by annexation or otherwise by law.

1.10 The term "Exception" means ambulance responses not meeting the minimum response requirements established herein.

1.11 The term "9-1-1 Emergency Dispatch Center", means the Phoenix Fire Regional Dispatch (PFRD) or any future facility used to dispatch fire and emergency medical incidents. The term "Response Time", means the elapsed time from dispatch to "on-scene" arrival (wheels stopped) at the dispatched location.

1.12 The term "Response Zone" means the defined geographical areas within the City of Chandler.

1.13 The term "Peak Time", means any period less than twenty-four hours for which higher ambulance call volumes are anticipated.

Section II. Services To Be Provided

2.1 **Type of Service**. Except as otherwise expressly set forth herein, Contractor must provide emergency 911 ground ambulance services within Chandler's city limits, and outside Chandler's city limits when provided under the terms of an approved automatic aid agreement between the City and another political subdivision, provided this service area is within Contractor's CON certificated area, on an "as needed" basis.

2.2 **Dispatch and Access to 911 System**.

2.2.1 **Phoenix Fire Regional Dispatch (PFRD)**. The City contracts with PFRD for access to the City of Phoenix 911 system and for dispatch services. The Contractor hereby agrees to dispatch Contractor ambulances through PFRD's dispatch system under the terms and conditions set forth herein.

2.2.2 **Dispatch Costs**. The City has entered an agreement with the PFRD to dispatch ambulances directly. Contractor agrees to reimburse the City for all costs incurred relating to the dispatch of ambulances within city limits pursuant to Exhibit B of this Contract. The parties agree that any reimbursement shall not exceed the actual amounts paid or due by the City for these services on behalf of Contractor and will reflect only those charges for dispatch of ambulances and related equipment costs and fees.

2.2.3 **Dispatch and Acceptance**. Unless requested otherwise, Contractor must respond to all requests for services under this Contract using emergency red lights and sirens (Code 3). The City may, however, request that Contractor respond without red lights and sirens (Code 2) and will confirm the response mode at the time of dispatch. Contractor must accept all requests for transportation services dispatched by or on behalf of the City.

Contractor must accept and respond within response time requirements of Section 2.3 to all requests for ambulance transportation dispatched by the City for incidents arising within the EMS Service Area. When the City requests multiple ambulances on a single incident, the Contractor will be responsible for meeting the response time requirements of Section 2.3 for the first two arriving Ambulances.

The City and Contractor acknowledge that certain requests for ambulance service within the EMS Service Area may require transportation of the patient

beyond the boundaries of the EMS Service Area and Contractor agrees to provide such service as may be required.

In the event Contractor notifies the City of a possible prolonged response time, the City reserves the right, in its sole discretion, to dispatch requests for transportation and medical services to other ambulance companies, to provide such service itself as prescribed in ARS sec. 36-2208(B), or to otherwise obtain the necessary ambulance services as provided by law.

2.3 **Response Time**. Response Time: Minimum compliance is achieved when 95% or more of responses for Code 3 and Code 2 calls for any month combined meet the specified Cumulative Response Time requirement. If 95% is not achieved in Code 3 responses in any month, Contractor will conduct a three-month review/assessment of Code 3 calls.

2.3.1 **Code 3 Responses**. Contractor must arrive on the scene where emergency care is required within eight (8) minutes fifty-nine (59) seconds for ninety-five percent (95%) of all Code 3 cumulative calls received by Contractor for transportation requests within the City's city limits for each calendar month. The Parties agree arrival at 9 minutes 00 seconds is deemed late.

2.3.2 **Code 2 Responses**. Contractor must arrive at the scene where emergency care is required within fourteen (14) minutes and fifty-nine (59) seconds for ninety-five percent (95%) of all Code 2 cumulative calls received by Contractor for transportation requests within the City's city limits for each calendar month. The Parties agree arrival at 15 minutes 00 seconds is deemed late.

2.3.3 **Switch in Response Type After Dispatch**. If Contractor was originally requested to provide a Code 3 response but was later requested to provide a Code 2 response on a particular call, Contractor must arrive on the scene where emergency care is required within fourteen (14) minutes fifty-nine (59) seconds from the time that Contractor was originally dispatched to provide a Code 3 response. If Contractor was originally requested to provide a Code 2 response but was later requested to provide a Code 3 response on a particular call, Contractor must arrive on the scene where emergency care is required within the shorter of the following:

(i) eight (8) minutes fifty-nine (59) seconds from the time that Contractor was requested to go to a Code 3 response; or

(ii) fourteen (14) minutes fifty-nine (59) seconds from the time that Contractor was originally dispatched to provide a Code 2 response.

2.3.4 **Measure of Response Time**. Arrival "on-scene" means the moment an ambulance crew member notifies the 9-1-1 Emergency Dispatch Center that it is fully stopped at the location where the ambulance will be parked while

the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the specified scene (e.g. staging areas for hazardous scenes), arrival "on-scene" will be the time the ambulance arrives at the designated staging location. The City may also require the Contractor to log time "at patient" for medical research purposes. However, during the term of this Agreement, at patient times will not be considered part of the contractually stipulated response time.

In instances where the ambulance fails to report "on-scene" as required in this section, the time of the next communication with the ambulance crew, after arrival "on-scene", will be used as the "on-scene" time. However, Contractor may appeal such instances by providing appropriate documentation of the actual "on-scene" arrival time. Such documentation may include Automatic Vehicle Locator position equipment or verification by City's fire department personnel.

2.3.5 **Review of Response Time Performance**. Response time performance will be reviewed by the City on a weekly, monthly, and annual basis. Such review may include evaluation of performance on a unit location or City-wide basis. Contractor will meet with the City on a monthly basis to discuss response time and Contract implementation issues including any individual incident where the requirements of Section 2.3 above were not met.

For purposes of response time calculations, cumulative response time will be calculated from the point in time when the 9-1-1 Emergency Dispatch Center initially notifies Contractor of a request for service (noted as "dispatch" in CAD) to the time the Contractor's responding Ambulance notifies the 9-1-1 Emergency Dispatch Center and Contractor of its "on- scene" arrival time (wheels stopped) at the specific location to which Contractor was dispatched.

The City may conduct a monthly evaluation of response times at the end of each month for the prior month's reporting. The evaluation will include all responses that occurred within the City's boundaries. The City will provide incident numbers for all out of compliance incidents as requested by the Contractor.

(i) Exception Reports. The City may generate monthly exception reports reflecting possible non-compliant response times. These reports will be provided to the Contractor whereby the Contractor will research each incident and be prepared to provide a written response to the City at the following evaluation meeting. Contractor must also identify cause of possible delay and immediately implement corrective actions, if applicable, prior to monthly evaluation meetings.

The exceptions detailed below may be considered by the City. In all cases Contractor must document that the exemption being

requested was the direct cause for the late response. The Contractor may have access to all the City's information related to Contractor activities and include audio and data information on EMS/911 responses. Exception requests that may be considered by the City during the Contract period include, but are not limited to:

(a) Call was reduced from Code-3 (emergency response) to Code-2 (non-emergency response) by on-scene responders or by the dispatcher;

(b) Multiple units responded to the same scene;

(c) "Move up and cover" or "mutual aid" consistent with EMS policy and procedure;

(d) "Weather", e.g., Haboob;

(e) "Technology Failure" e.g., MCT terminal failure;

(f) Late responses due to circumstances not in Contractor control, e.g., railroads, as determined by both the Contractor and the City.

In some cases, late responses will be excused from financial penalties and from response time compliance reports. The burden of proof that there is good cause for an exemption rests with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been the causative factor in producing the excessive response time. Exceptions may be considered on a case-by-case basis.

2.3.5.1 **Evaluation Data**. The evaluation of response time data will include the total number of requests for services within the EMS Service Area and the total number of exceptions. Exceptions may be determined at evaluation meetings. Contractor may request waiver of exceptions based upon extenuating circumstances. The Fire Chief, or designee, will issue final determination whether a call is excluded from the exceptions.

2.3.6 **Notice**. Contractor must immediately notify PFRD if Contractor does not have an ambulance that is staffed and equipped as necessary to respond to an incident close enough to the incident scene to meet any required response time in Section 2.3.

2.3.7 **Notice of Extended or Prolonged Cumulative Response Time – Code 3**.

Contractor must use commercially reasonable best efforts to notify the City's 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of an extended Code 3 Cumulative Response Time greater than ten (10) minutes. Upon notification of a possible extended response time, the City or 9-1-1 Emergency Dispatch Center may, in its discretion and considering the severity of the situation, obtain other transport means that are faster. Contractor must notify the City's 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of a prolonged Code 3 Cumulative Response Time greater than twenty (20) minutes. Upon notification of a possible prolonged response time, the City or the 9-1-1 Emergency Dispatch Center may, in its discretion, obtain a response time estimate from another ambulance company and if the Cumulative Response Time estimate is less than twenty (20) minutes or the response time stated by Contractor, the City or the 9-1-1 Emergency Dispatch Center may request the dispatch of another ambulance company to transport. The 9-1-1 Emergency Dispatch Center will notify the Contractor that such second dispatch has been made, and Contractor will be advised to discontinue response to the scene. Such incidents will be considered as not meeting response time requirements as stated in Section 2.3.1.

2.3.8 **Notice of Extended or Prolonged Cumulative Response Time – Code 2**. Contractor must use commercially reasonable best efforts to notify the 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of an extended Code 2 Cumulative Response Time greater than twenty (20) minutes. Upon notification of a possible extended response time, the City or the 9-1-1 Emergency Dispatch Center may, in its discretion and considering the severity of the situation, obtain other transport means that are faster. Contractor shall notify the 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of a prolonged Code 2 Cumulative Response Time greater than thirty (30) minutes. Upon notification of a possible prolonged response time, the City or the 9-1-1 Emergency Dispatch Center may, in its discretion, obtain a Cumulative Response Time estimate from another ambulance company and if the Cumulative Response Time estimate is less than thirty (30) minutes or the response time stated by Contractor, the City or the 9-1-1 Emergency Dispatch Center may request the dispatch of another ambulance company. The 9-1-1 Emergency Dispatch Center shall notify the Contractor that such second dispatch has been made, and Contractor shall be advised to discontinue response to the scene. Such incidents will be considered as not meeting response time requirements as stated in Section 2.3.2.

2.4 **Liquidated Damages for Failure to Meet Requirements**. The City will notify Contractor in writing of any liquidated damages being assessed not less than thirty (30) days after they first become known to the City. Upon notification of any liquidated damage assessments, Contractor will have fifteen (15) days to dispute any

assessment, any dispute must be submitted in writing. An Assistant Fire Chief, or designee, will meet with Contractor to review the assessment and Contractor's response and to determine the validity or invalidity of the assessment. Should the City and Contractor fail to reach an agreement on the validity or invalidity of the assessment, the matter will be referred to the Fire Chief, or designee, who will review the circumstances of the assessment with the Contractor and City personnel. The determination of the Fire Chief will be final.

2.4.1 **Failure to Meet 95% Response Time Requirement in EMS Service Area**: The following liquidated damages will be assessed when the Cumulative Response Time compliance for Code 3 calls and Code 2 calls combined fall below 95% for any given month in the EMS Service Area.

Compliance %	Liquidated Damages
94.9%-90.0%	$5,000
89.9%-88.0%	$7,000
87.9%-87.0%	$9,000
86.9%-86.0%	$11,000
85.9%-85.0%	$13,000
84.9% and below	$15,000 plus $3,000 per percentage point thereafter

2.4.2 Notwithstanding liquidated damages in Section 2.4.1, each Code 3 Cumulative Response Time in excess of 19 minutes 59 seconds will be assessed liquidated damages of $1,000. Notwithstanding liquidated damages in Section 2.4.1, each Code 2 Cumulative Response Time in excess of 29 minutes 59 seconds will be assessed liquidated damages of $1,000.

2.4.3 Failure to meet requirement for MCT for "enroute" activation will result liquidated damages of $1,000 per percentage point under 95%.

2.4.4 Failure to meet requirement for MCT use for "on- scene" activation will result liquidated damages of $1,000 per percentage point under 95%.

2.5 **Emergency and Disaster Assistance**. Contractor must set forth its plans for responding to major emergency and disaster situations within Chandler's city limits and its city limits where Designated Ambulances may be involved. In addition, Contractor must set forth its plans for declared disaster situations and required assistance. All such plans must be in accordance with and comply with applicable law, regulation, rules, policies, and protocols.

2.6 **Interruption of Service**. In the event Contractor is unable to perform services under this Agreement, Contractor must notify City of such possibility at least seventy-two (72) hours prior to the anticipated inability to perform as agreed upon in this Agreement. If Contractor knows or suspects such inability to perform with

less than seventy-two (72) hour notice, Contractor must notify the City of such possibility immediately.

In the event the Contractor is unable to provide services as required by this Agreement, the Contractor shall allow the City to staff and operate a sufficient number of Ambulances, as permitted by Arizona law, in order to meet the response time standards. Contractor agrees to reimburse the City for reasonable labor costs. Any alteration in the method or nature service delivery as described in this section shall be subject to the statutory authority and approval of DHS as provided in ARS 36-2242.

2.7 If required, Contractor must execute an Associate Agreement and maintain good standing with the Regional Wireless Cooperative ("RWC"). Contractor must pay any fees as set forth in the RWC Agreement.

2.8 **Radio Communications**. When Contractor utilizes the City's radio frequencies, Contractor will be required to adhere to Federal Communications Commission (FCC) rules and regulations regarding radio communications. Specific guidelines regarding direct communications on the City's communication system will be by directive from the City or by PFRD. The City will be the authority regarding the City's communication system utilization. Contractor acknowledges that the FCC license is held by the City or PFRD and that any shared transmitter use under this Agreement and pursuant to Section 90.179 of the FCC's Rule shall be subject to the City's or PFRD's control.

Section III. Ambulance Resources

3.1 **Number of Ambulances Provided**. Contractor hereby commits to dedicate the number and type of Advanced Life Support (ALS) equipped ambulances for twenty-four hour and peak-time use as necessary to provide the services required under this Agreement. Upon execution of this Agreement, Contractor will provide a list of Designated Ambulances to the City. Designated Ambulances will be billeted in the designated City fire station locations agreed between City and Contractor. Contractor may provide such other, additional ambulance resources that it deems necessary to consistently satisfy the response time requirements set forth in this Agreement.

3.2 **Conditions on Use of Designated City Fire Stations**.

3.2.1 **Contractor Attendants**. Contractor must hire, train, and supervise all medical attendants in accordance with the laws of the State of Arizona and regulations of DHS. Attendants must be properly certified Emergency Medical Care Technician (EMCT) or Emergency Medical Care Technician - Paramedic (EMCT-P).

Designated Ambulances responding to calls for service within the EMS

Services Area may be staffed with personnel on a 24-hour shift schedule (3 platoon system; A, B, & C shifts) or such other schedule as the system requires. Due to workload, the Contractor may staff these units with split shift multiple crews as long as the same crews are used on each shift. The personnel may be replaced with any other Contractor personnel for the purpose of covering vacations, sick leave, or other temporary absences.

While at any designated City fire station, Contractor's attendants must participate in all applicable station activities in the same manner as City Fire Department personnel and must otherwise conduct themselves in the manner necessary to promote a harmonious work atmosphere.

Station activities include cleaning and maintenance of the station and equipment, preparation and clean-up of meals, educating and interacting with the public during station tours and participation in appropriate physical training activities.

The City expects that at all times Contractor's personnel will present themselves in a professional manner. Contractor's personnel must be attired at all times in their assigned uniform that indicates the employee works for the contracted Ambulance provider.

Contractor's attendants assigned to City fire stations must not be deemed to be employees of the City. Contractor is legally responsible for all salaries, wages, bonuses, retirement, withholdings, workmen's compensation and occupational diseases compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto and all other appropriate insurance concerning Contractor's attendants assigned to City fire stations, as Contractor does with all of its other personnel utilized in fulfilling its obligations under this Agreement.

Contractor must indemnify and hold harmless the City for any damage or liability caused solely by Contractor's attendants while at a designated City fire station.

3.2.2 **No Repair**. Except for periodically cleaning or checking the tire pressure of the ambulances billeted at any designated City fire stations, no maintenance or repair of such ambulances may be conducted at any designated City fire station, unless specifically as approved by City.

3.2.3 **Contractor Access**. Personnel designated by Contractor will have reasonable access to any designated City fire stations billeting Contractor's ambulances to provide necessary supervisory oversight, retrieve ambulances for servicing, restock supplies, review, and prepare response and billing records and undertake similar activities related to the provision of 911 ambulance services under this Agreement. Contractor will provide a list to the

City of all persons it has designated to have access to designated City fire stations and must update this list monthly.

3.2.4 **Condition of Fire Stations**. Contractor accepts use of each of the designated City fire stations in their "as is" condition and has independently verified that these stations are suitable for billeting its ambulances. Contractor may not alter any City building or structure under this Agreement without the City's express, written approval.

3.2.5 **Waiver**. The City is not be responsible for any damage to any of Contractor's ambulances billeted in a designated City structure or building, or for any injury to any Contractor personnel given access to a designated City structure or building under this Agreement, and Contractor expressly waives any right to damages related to such occurrences unless such damage is due solely to the negligence of the City or its employees.

3.2.6 **Reimbursement**. The Parties agree that the rent reimbursement amounts set forth in Exhibit B of this Agreement for use of the designated City fire stations are fair and reasonable and will be paid as set forth in Exhibit B of this Agreement.

3.3 **Additional Ambulances**. In addition to the minimum obligations for ambulance units required under this Agreement and Contractor's right to designate additional units from time to time to meet its obligations under this Agreement, Contractor may increase the required number of twenty-four hour ALS equipped ambulances by one (1) to address any of the following circumstances:

(i) increased ambulance call volume by ten percent (10%) over the call volume experienced during the first year of this Agreement; or

(ii) population increases within the City's city limits of twenty percent (20%) or more over the population in effect during the first year of this Agreement; or

(iii) increased traffic congestion within the City's city limits resulting in on-scene wait time increases experienced by City's Chandler Fire Department personnel of ten percent (10%) or more over the on- scene wait times experienced during the first year of this Agreement; or

(iv) increased 95th percentile ambulance response times of ten percent (10%) or more over the 95th percentile response times experienced during the first year of this Agreement.

3.4 **Designation of Ambulances**. For purposes of this Agreement, each Designated Ambulance provided by Contractor under this Agreement:

(i) must remain within its ambulance billeting location unless being used to respond to an emergency call or during training activities; and

(ii) must be assigned by Contractor to an emergency call within the City and must be available to respond to Code 3 calls into jurisdictions who have automatic aid agreements with the City of Chandler only if it is the closest appropriate apparatus to the emergency scene; and

(iii) must immediately return to its ambulance billeting location at the conclusion of an emergency call unless assigned to another emergency call for which it is the closest appropriate apparatus to the emergency scene; and must have the words "Chandler Fire Department" legibly printed on both sides of the ambulance with a letter size at least equal to that used for Contractor's markings and be labeled in compliance with Arizona law.

3.5 **Replacement Ambulances**. Contractor must notify the City's Fire Department Shift Commander, as soon as practically possible, if any ambulance designated to service under this Agreement is temporarily removed from service and provide a replacement ambulance for each Designated Ambulance removed from service for any of the following reasons:

(i) removal of a Designated Ambulance from service for scheduled routine maintenance or repair; or

(ii) removal of a Designated Ambulance from service for unplanned maintenance or repair, when the ambulance is expected to be out of service for longer than four (4) hours, unless otherwise provided by the City's Fire Department Shift Commander; or

(iii) removal of Contractor personnel for administrative or disciplinary purposes; or

(iv) unavailability for any reason of a Designated Ambulance normally assigned to a station for a period of more than three (3) consecutive hours.

3.6 Positioning of Reserve Ambulances. Contractor will start service with a peakload of seven (7) ambulances but provide ten (10) virtually identical ambulances. This reserve inventory is primarily to facilitate maintenance on the fleet of ambulances and equipment, but also provides surge capacity if reserve ambulances are not in a maintenance status. City Fire Department and Contractor agree that reserve ambulances that are not actively deployed or in a state of maintenance, may be positioned in Chandler to facilitate a rapid transfer of the ambulance crew into a reserve ambulance due to a need to exchange ambulances. Similarly, when possible, positioning one or more reserve ambulances not

otherwise engaged in service or maintenance in the City of Chandler, enhances the ability to call back additional crew members to increase ambulance supply to address episodic surge in demand.

3.6.1 Contractor hereby commits to designate two (2) ambulances for "back-up" purposes to the front-line ambulances as set forth in Exhibit A in order to provide the services required under this Agreement. These Designated Ambulances will be housed at a City facility to facilitate weekly apparatus check-offs and after-hours access for vehicle change outs. All additional ambulances used for back-up purposes shall meet the same specifications of the Designated Ambulances. The location of the reserve ambulances will be placed at the discretion of the City after consultation with Contractor.

3.7 **Move-Up Policy**. For purposes of this Agreement, "move-ups" mean a system of ambulance resource allocation designed to place ambulances in geographically strategic locations with the intent of minimizing response times during periods of increased ambulance activity. Contractor shall notify the City of any such intent to change, and confirm that service will not be diminished due to such change, prior to any implementation.

3.8 **Joint Training**. The City and Contractor agree to cooperate in providing periodic training to City and Contractor personnel in an ambulance setting and to acquaint individuals with the field of emergency medical service operations. This joint training may occur in an ambulance unit that is not designated to services under this Agreement.

In no event will the City's participation in joint training be construed or deemed to constitute control over Contractor's employees or any students.

3.9 **Equipment and Maintenance**.

3.9.1 **Maintenance**. Contractor will be solely responsible for properly maintaining all ambulances utilized under this Agreement and for meeting all requirements of the CON issued by ADHS to Contractor for emergency 911 ground ambulance service within the City's city limits. As used herein, maintenance also refers to repair and replacement of the ambulances to be utilized pursuant to this Agreement.

Prior to removing a Designated Ambulance from service for maintenance or repair, a back-up ambulance must be posted at the appropriate City fire station.

Designated ambulances must be replaced within six (6) months upon reaching 150,000 miles.

3.9.2 **Basic Equipment**. Contractor will be solely responsible for providing all of the emergency medical equipment and supplies necessary for the Contractor to perform the required services under this Agreement. The equipment and supplies must be current in nature and maintained in accordance with standard medical practices, the laws of the State of Arizona, and regulations of DHS. Failure to meet this Section requirement will result in per occurrence liquidated damages of $1,000.

Without limiting the foregoing, Contractor shall install and maintain in each ambulance serving the EMS Service Area the following equipment:

(i) equipment necessary to adequately and safely transport children under the age of eighteen (18) available in each Designated Ambulance and available upon request for non-designated ambulances; and

(ii) that equipment, by "brand-name", agreed by the parties; and

(iii) a fixed mobile radio that is integrated into an ambulance headset system and two (2) portable radios that are dual-band (800 MHz and VHF) capable as well as compatible with the Regional Wireless Cooperative system that will allow for the dispatch and coordination of Contractor's ambulances through the City's dispatching authority; and

(iv) a mobile computer terminal (MCT) unit meeting City specifications for receiving and transmitting dispatch and status notices; and

(v) automatic vehicle locator (AVL) equipment meeting City specifications; and

(vi) compartment space for storage of PPE, including turnout coat, pants, boots, helmet, self-contained breathing apparatus, mask; and

(vii) an Opticom emitter system approved and programmed to regional traffic control standards; and.

(viii) Power-LOAD motorized gurney loading system.

3.9.3 **Additional or Different Equipment**. The City reserves the right to require Contractor to carry additional or different equipment during the term of this Contract if reasonably necessary and will give Contractor ninety (90) days' notice of intent to require such additional or different equipment. Such

request(s) shall not require expenditures of more than Three Thousand Dollars ($3,000) per Designated Ambulance in total value in any calendar year. Notwithstanding the foregoing, prior to providing notice of its intent to require additional or different equipment, to the extent reasonably possible, the parties shall meet to discuss the desired requirements and work in good faith on a reasonable resolution in compliance with the intent of this Contract.

3.9.4 **Minimum Ambulance Fleet Specifications**. The Designated Ambulances in service under this Agreement shall meet the following minimum specifications:

(i) Must be Type III and certified by the manufacturer to meet federal specification KKK-A-1822F as well as meet applicable National Fire Protection Association standards in effect. An exception to this requirement will be permitted only for those items and features that must deviate from the above-referenced federal specifications in order to satisfy ADHS requirements; and

(ii) Must be capable of transporting two (2) patients and two (2) attendants in the patient compartment, one person in the passenger seat, one driver and all required equipment without exceeding the Manufacturer's Maximum Gross Vehicle Weight assuming the standard per person weight of one hundred seventy-five (175) pounds; and

(iii) Must provide a usable safety restraint system for personnel attending to the patient; and

(iv) Must be equipped with adequate crew cab air conditioning and separate standalone RV style A/C, heating, and ventilation as agreed upon by the Parties; and

(v) Must contain appropriate space for SCBA equipment and firefighter turnout gear.

3.9.5 **Ambulances Not Designated to Service under this Contract**. Ambulances not designated to service under this Contract shall be similarly equipped as Designated Ambulances and shall be required to include the MCT and AVL equipment necessary to receive dispatches for emergency transportation calls within the City's city limits. Use of Substitute Ambulances for periods greater than twelve (12) hours shall require notification by the Contractor to the City.

Section IV. Staffing

4.1 **Basic Staffing Criteria**. Contractor must assign two (2) attendants per ambulance

and maintain such staffing at all times when such ambulances are designated to use pursuant to this Agreement. On designated ALS equipped ambulances, one attendant must be a state certified EMCT-P and the other must be a state certified EMCT. Contractor must also meet all ADHS requirements with regard to staffing and is solely responsible for all staffing conditions not inconsistent with the terms of this Agreement.

More than two failures to staff a contracted ambulance position resulting in the ambulance being out of service for greater than one hour within a 30-day period may result in a per occurrence assessment of liquidated damages in the amount of $1,000.

4.2 **Training**. In addition to the certification and training required by ADHS and other sections of this Agreement, all of Contractor's attendants to be assigned on a regular basis to an ambulance that is dedicated to the City under this Agreement must attend the following training programs provided by the City at the regularly scheduled date and time that the City offers such training:

(i) 8-hour orientation training program which includes training on EMS, Fire, Special Operations and Incident Scene procedures provided by City's fire department personnel; and periodic EMS training provided by the City's fire department personnel.

Ambulance operators must be properly certified EMCT or EMCT-P and have completed a comprehensive emergency driver-training program and possess an appropriate driver's license. Contractor must provide on a regular basis driver's training continued education and require all Contractor Ambulance personnel to attend.

In addition to the certification and training required by the ADHS and this Agreement, all Ambulance crew members assigned to or available for assignment to the Designated Ambulances will attend the following training programs provided by the Fire Department at the regularly scheduled dates and times that the Fire Department offers such training: an orientation-training program provided by the Fire Department's personnel. Orientation training and six (6) months 911 experience must be completed by each Ambulance crew member before that crew member is assigned temporarily or permanently to a Designated Ambulance. Contractor will be responsible for compensating the crew members attending training and for providing, or otherwise arranging for, transportation for its crew members to attend training.

4.3 **Records**. Contractor must maintain complete and accurate staffing records in accordance with applicable laws, rules, and DHS regulations.

4.4 **Personnel Issues**. While Contractor will be responsive to City input regarding issues the City may have with Contractor's personnel, Contractor is solely responsible for the hiring, termination, and initiation of disciplinary action of all of its personnel and Contractor's personnel must remain subject to the rules, policies and regulations adopted by Contractor. Contractor agrees, however, to immediately reassign any personnel assigned to a designated City fire station at the reasonable request of the City when a supervisor cites safety or other immediate concern or the request is made by a Chandler Fire Department Chief Officer.

4.5 **Contract Labor**.

4.5.1 **General Provisions**. Contractor hereby contracts for the labor of City Firefighter Paramedics ("City Attendant Staff") for use in staffing Advanced Life Support (ALS) equipped ambulances to assist in providing 911 ambulance transports within the City and for automatic aid under the terms of an approved automatic aid agreement, provided such automatic aid is within Contractor's CON certificated area, in conjunction with the services provided by Contractor pursuant to this Agreement.

4.5.2 **Staffing Commitment**. The City will provide City Attendant Staff for the twenty-four hour and peak-time ambulances dedicated to service under Exhibit A of this Agreement in accordance with the terms of this Agreement and the schedule set forth in Exhibit A. The City is not obligated to provide any City Attendant Staff beyond that set forth in this Agreement.

4.5.3 **City Employees**. City Attendant Staff are the employees of the City subject to all laws, rules, policies, regulations, procedures, standards, and contractual provisions applicable to City employees, including internal City Fire Department policies, procedures, and guidelines. The City will be solely responsible for all salaries, wages, retirement, withholdings, workers' compensation, occupational disease insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant to said wages and all other appropriate insurance related to the City employees provided hereunder. Further, while the services of the City Attendant Staff will be provided in a manner consistent with Contractor's established standards for ambulance operations, as set forth in Subsection 4.5.4 below, the City will be solely responsible for the hiring, performance management and appraisal, and initiation and conduct of disciplinary action, including termination, of all City personnel provided pursuant to this Agreement.

(i) The City's ALS provider is, at all times, required to maintain certification as required by the ADHS at the Paramedic level. If at any time it is found that a City's ALS provider is not certified, or loses his/her certification, Contractor will be notified as soon as possible. Any damages or reimbursements to any patients, state or federal

payers that are caused by the actions of a non-certified City ALS provider, will be the responsibility of the City.

4.5.4 **Compliance with Ambulance Operation Standards**.

(i) City Staff must render services under this Contract in a manner consistent with Contractor's standards, policies and procedures for the operation of Contractor's ambulances. An Electronic Patient Care Record (e-PCR) must be completed in a timely manner for each patient transported and be submitted to Contractor and the receiving facility prior to the end of each 24-hour tour. City Staff will be responsible for completing the patient care encounter on the Department specific ePCR program per department documentation standards. Any additional Contractor documentation requirements will be the responsibility of Contractor Staff and should be performed on Contractor designated ePCR.

(ii) Each ambulance staffed with City Attendant Staff under this Agreement must operate within the defined deployment, move-up and general operational systems for 911 services set forth in this Agreement.

4.5.5 **Periodic Training**. City Attendant Staff staffing each of the twenty-four hour ambulances identified in Exhibit A will periodically need to attend pre-scheduled City training and receive annual medical exams. Ambulances may be returned to service based on need and Battalion Chief request. The City will provide Contractor with notice at least forty-eight (48) hours before any such event for each twenty-four (24) hour ambulance identified in Exhibit A. Attendance by City Attendant Staff for City training and medical exams will not reduce the compensation amounts to be paid to City by Contractor as set forth in Exhibit B.

4.5.6 **Reimbursement**. The parties agree that the staffing cost reimbursements set forth in Exhibit B of this Agreement are based upon the City's estimated costs and fair market value for the labor and services provided and that the costs do not exceed the City's actual costs of providing City Attendant Staff. The cost reimbursements will be paid as set forth in Exhibit B of this Agreement and any increases in these costs shall not exceed the percentage allowed in A.R.S. sec. 36-2234(E).

Section V. Contract Administration

5.1 **Contract Administrator**. Contractor will provide the City with the name, contact information, and responsibilities of the executive responsible for this Agreement and the staff member with daily operational supervisory responsibilities of the attendants Contractor has assigned to the ambulances dedicated to service under

this Agreement, prior to commencement of services under this Agreement, and will timely update this contact information as necessary during the term of this Agreement.

At minimum, the Contract Administrator is responsible for the following:

(i) Assure compliance with the Agreement.

(ii) Develop and coordinate training for personnel.

(iii) Participate in meetings with the City.

(iv) Act as liaison with the City and medical facilities receiving patients. Coordinate research and reporting on ambulance services and transports.

(v) Perform field observations and report such observations to Contractor and the City.

(vi) Monitor response times.

(vii) Coordinate ambulance coverage for special events and Fire Department training.

(viii) Coordinate or conduct customer (including patient) surveys and such other similar duties as assigned.

(ix) Act as primary liaison between the City and the Contractor in the problem resolution process.

5.2 **Complaints**. Contractor will notify the City of all written complaints and compliments concerning ambulance services within the City or involving a City designated unit. Issues involving Contractor or City personnel will be reported by the close of the business day following receipt of the complaint. Complaints of a financial or billing nature will be reported to the City within ten (10) working days of the receipt of the complaint. Contractor will provide to the City any investigational findings and a disposition of all complaints described in this paragraph within twenty (20) days of the receipt of complaint.

5.3 **Records**.

5.3.1 All books, accounts, reports, files, and other records related to or arising out of this Agreement (collectively "Records") are subject at all reasonable times to inspection and audit by the City for five years after the expiration or termination of this Agreement. Contractor must produce the Records at a mutually agreed to location within Maricopa County, Arizona. Contractor must maintain complete and accurate records in accordance with applicable laws, rules, and regulations including record retention requirements of DHS.

5.3.2 Contractor must make its publicly available financials available to the City upon reasonable request. Nothing herein shall limit or alter Contractor's obligation to maintain books and records as required by law or ADHS. All accounting records shall be maintained and reported in accordance with

standard accounting procedures.

5.3.3 Contractor must maintain a complete and accurate record of all requests for service and deployment of resources. These records must include the time and date of the request, location of the incident, identification of the ambulance and personnel dispatched, the arrival time of the ambulance at the scene, and the total elapsed time between dispatch and arrival. The record must also include the time of departure from the scene and arrival time at the emergency care facility.

5.3.4 Upon request by the City, Contractor must provide a list of all Designated Ambulances used to provide service under this Agreement. This list will include vehicle identification number, make, model, year of manufacture, current mileage, and summary of maintenance history.

5.3.5 Upon request by the City, Contractor must provide to designated City personnel a list of all management, supervisory, vehicle maintenance, and field and dispatch personnel.

5.3.6 Upon request by the City, Contractor must submit service and deployment records to designated Citypersonnel.

5.3.7 Failure to meet the requirements of this Section may result in a per occurrence assessment of liquidated damages in the amount of $1,000.

5.4 **Evaluation**. The City may survey users or professionals that interact with the Contractor during transports (i.e. City staff or hospital staff) periodically to determine the level of satisfaction with the service provided by Contractor. Contractor will be given an opportunity to respond to any unfavorable responses.

5.5 **No Cost to City**. All patient charges by Contractor for services to the public under the terms of this Agreement will be in accordance with such public rates and charges set under federal or Arizona law. In the event a ground ambulance is enroute to or has arrived on the scene, where Contractor did not transport the patient Contractor must not charge the patient for such response.

In general, the City will not be responsible for the costs of a response. However, if the City would be responsible for an ambulance service charge because it is the employer or insurer for an individual receiving ambulance service (e.g., self-insured worker's compensation for ambulance service to a City employee), the City will be responsible for said costs as would any similar employer or responsible party. As such, in the event a ground ambulance is enroute to or has arrived on the scene and medical control then deems air transport necessary, Contractor must not charge the City for such response. Charges for services provided under this Agreement will be paid directly to Contractor by the individual(s) receiving the service. The City will not be responsible for non-payment of bills tendered to the

individual(s) receiving the service.

5.6 **Payment Procedures**. Contractor must reimburse the City by wire transfer for all ongoing costs to be incurred by the City for access to the 911 system as identified in Subsection 1.11 and for providing City Attendant Staff positions and use of designated City fire stations for billeting ambulances as set forth in Exhibits A and B of this Agreement on the fifth day of each month in which these costs are to be incurred. Contractor's payment obligation is independent of collection for any patient transported and is based on the staffing levels and use of City fire stations for billeting ambulances set forth in Exhibit A. Contractor is not responsible for any City Attendant Staff compensation beyond the amounts set forth in Exhibit B. If this Agreement commences or terminates before the beginning or end of any month, the monthly reimbursement amounts set forth in this Agreement will be prorated. The City will not bill Contractor for its "first response" services except for the supplies used in providing such first response services as set forth in this Agreement.

5.6.1 **Cost of Living Adjustments**. The compensation amounts set forth for the City Attendant Staff positions set forth in Exhibit B may be increased annually by one and 35/100 percent (1.35%), with the first such annual adjustment being made on July 1, 2022.

5.6.2 **Late Charges**. In the event payment of the amounts set forth herein are more than ten (10) days overdue, a late charge of one and one-half percent (1.5%) of the amount due per month may be added to the unpaid amount as liquidated damages, it being agreed that such amount is a reasonable estimate of the costs and expenses the City will incur as a result of such late payment. Acceptance of the late charge will not constitute a waiver by the City of Contractor's default with respect to such nonpayment by Contractor, nor prevent the City from exercising all other rights and remedies available under this Agreement or at law or in equity.

5.6.3 **Notice of Charges**. The City will provide Contractor with a document setting forth the costs for dispatch services, the costs for providing use of designated City fire stations and the cost of living adjusted reimbursement amounts for providing City Attendant Staff, on or before June 1 of each year for the monthly reimbursements to be made starting July 1 of that year, with the first such notice being provided by the later of July 1, 2021 and thirty (30) days before commencement of services pursuant to this Agreement. Notwithstanding the foregoing, no increase may take effect if such increase would result in the reimbursement that exceeds the City's actual costs and/or the fair market value of such services.

5.7 **Notice of Litigation**. Contractor must notify the City within twenty-four (24) hours of any litigation or significant potential for litigation of which Contractor becomes

aware relating to its operations pursuant to this Agreement. Further, Contractor must disclose in writing to the City all litigation involving Contractor that involves allegations against Contractor's performance of its duties under Arizona law or this Agreement, or allegations of liability occurring within the city limits of Chandler.

Section VI. **Incident Procedures Control of Incident or Scene**. The Chandler Fire Department is responsible for incident management for all responders and patients throughout the incident. Control of scene matters and command structure are set forth in Volume II of the Phoenix Regional Operations Manual and CFD Policies and Procedures and is subject to change and further direction as determined by the Chandler Fire Department.

6.1 **Replacement of Supplies**. Medical supplies used by first response personnel at a medical incident will be replaced by the ambulance transporting the patient to the hospital. The City and Contractor will periodically review and update a list of approved supplies. Every effort should be made to complete the transfer of supplies before the ambulance leaves for the hospital. The transfer of supplies should be accomplished in a quick and efficient manner so as not to hinder the transportation of the patient to the hospital. Any supplies not transferred at the time of patient transport will be requested through the Fire Department EMS division directly to Contractor. Absent documented supplier problems, Contractor will provide any supplies so requested by the City within fourteen (14) calendar days of request. The obligation to replace medical supplies set forth in this Section only applies where Contractor actually transports the patient for whom such medical supplies were used and are on a one for one basis.

Any specifications for equipment, materials and supplies set forth in the Agreement must be acceptable in accordance with City standards. Equipment, materials, and supplies provided by Contractor must meet or exceed City requirements. The City may sample and test equipment, materials, and supplies and the City will have sole authority to reject supplies not meeting City standards.

6.2 **Solicitation of Information**. Contractor may solicit information about a patient's accident and medical insurance. Contractor may not, however, collect any fee or charge from the patient, patient's relatives, or any responsible party until after the patient has been accepted at the receiving hospital.

6.3 **Emergency Stand-By**. Contractor agrees to provide an ambulance for emergency scene stand-by, at no charge to the City, when a City Fire Captain or higher-ranking City fire official has reason to believe a life-threatening emergency situation warrants an ambulance stand-by.

Section VII. Community Activities

Upon request, Contractor agrees to participate in various health and safety related community activities at no cost to City. Notwithstanding the foregoing, Contractor's requirements under this Section may not affect its obligations to provide services under this Agreement, nor may it have any monetary impact on Contractor.

Section VIII. Indemnification

Each party ("Indemnitor") shall indemnify, defend, and hold harmless the other party ("Indemnitee"), its officers, directors, agents, representatives, and employees (collectively "Indemnitees"), from and against any and all costs, claims, causes of action, demands, losses, liabilities, penalties, fines, citations, expenses, forfeitures or other damages, including, but not limited to, settlements, defense costs, judgments, court costs, expert fees and reasonable fees of attorneys (individually a "Claim" and collectively "Claims"), asserted against Indemnitee(s) or which Indemnitee(s) might incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, or any violation of any applicable law, to the extent but only to the extent that such Claims are incident to or arise out of this Agreement and are caused by a negligent, willful, or intentional wrongful act or omission of Indemnitor or Indemnitor's officers, directors, agents, representatives, or employees, or as a result of Indemnitor's breach of this Agreement. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by applicable law.

Section IX. Insurance

9.1 **General Requirements**. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth below 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 this Agreement 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.

Section X. Term

The term of this Agreement shall begin upon the effective date and continue for an initial period of four (4) years, unless earlier terminated as provided herein.

The Parties may, at their option, extend the term of this Agreement for up to three (3) additional one (1) year terms by entering a signed and written amendment on or before 90 calendar days prior to the expiration of the original term (or then current term) of the Agreement.

The City and Contractor will conduct an operational review of the Agreement six (6) months after commencement of services. The intent of the review is to identify any potential amendments to the Agreement that may be necessary to address minor operational modifications.

Any renewal, modification or extension of this Agreement shall be subject to the approval of DHS pursuant to its authority as granted in ARS sec 36-2232.

Section XI. Performance Bond

11.1 Prior to execution of this Agreement contractor shall provide a performance bond in the amount of two million dollars ($2,000,000) for the faithful performance of services and conditions set forth herein. The following shall be the conditions precedent before the City may draw on the performance security: (a) the City declares Contractor in Material Default for one or more of the reasons set forth in Section XII below; (b) the Contractor fails to cure the Material Default within thirty (30) days or exceeds the number of Material Defaults permitted in a twelve (12) month period; and (c) the City terminates the Agreement in accordance with the procedures set forth in Section XII below.

11.2 The bond shall be issued by a surety company holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.

11.3 The bond shall be made payable and acceptable to the City of Chandler.

11.4 The bond shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as required by law, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.

11.5 The bond submitted shall be provided by a company which has been rated "A-VII or better" by the A.M. Best Company.

11.6 Personal or individual bonds are not acceptable.

11.7 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bond or shall permit a copy of the bond to be made.

Section XII. Termination and City Remedies

12.1 **Right to Assurance**. If the City in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Fire Chief, or designee, may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand may, at the City's option, be the basis for terminating this Agreement in addition to any other rights and remedies provided by law or this Agreement.

12.2 **Nonconforming Tender**. Services and materials supplied under this Agreement must fully comply with Agreement requirements and specifications. Services or materials that do not fully comply constitute a breach of Agreement.

12.3 **Termination for Cause**. The City may terminate this Agreement for Contractor's failure to comply with the terms of this Agreement. No such termination for cause under this Section may be permitted, however, unless and until:

(i) The City has given prior written notice to Contractor specifying the failure to comply which will, unless corrected, constitute a material breach of this Agreement on the part of the Contractor; and

(ii) Within thirty (30) days from the date of the notice, Contractor either has not come into compliance, or if such failure cannot be corrected within thirty (30) days, Contractor has not initiated reasonable steps to correct the same or thereafter does not diligently continue to take reasonable steps to correct such failure to comply.

(iii) Notwithstanding the provisions above, if Contractor persistently and repeatedly fails to meet any particular material obligation under this Agreement, no additional notice and opportunity to cure will be required pursuant to this Section 12.3 in order for such persistent and repeated failure to be basis for a termination for cause.

12.4 **Termination for Life Safety Issues**. The City may, by written notice, immediately terminate this Agreement if the City determines that Contractor's significant or persistent failure to meet the requirements of this Agreement may endanger public health or safety. For purposes of this provision, significant or persistent failure must be noticed pursuant to Section 12.2 of this Agreement and have continued for

either three (3) consecutive months or existed for a period covering more than four (4) months over any consecutive twelve (12) month period. This includes, but is not limited to, both the failure to meet the response time requirements set forth in Section 2.3 or to follow the move up and ambulance resource dedication protocols set forth in Section 3 and Exhibit A of this Contract. Termination of this Contract pursuant to this Section 12 may be made by the City's Fire Chief. Contractor may appeal the determination of the City's Fire Chief to the City Manager within five (5) working days of the notice of termination, but Contractor will not be dispatched to provide services pursuant to this Contract during the appeal unless and until the City Manager reverses the decision rendered by the City's Fire Chief. A decision on the appeal shall be rendered within ten (10) working days of appeal and, if no formal decision is rendered within this timeframe, the appeal shall be deemed denied. If Contractor fails to administratively appeal the determination of the City's Fire Chief as provided herein, Contractor shall be deemed to have waived its right to contest the termination. Because of the life safety issues involved, any dispute as to the termination of this Contract pursuant to this Section 12 is not subject to the alternative dispute resolution provisions.

12.5 **Continuous Service Delivery**. The City may terminate this Agreement in the event of any material default by Contractor as defined herein. As a condition precedent to termination by the City, the City shall provide Contractor with no less than thirty (30) days' advance written notice citing, with specificity, the basis for the material default (the "Breach Notice"). In the event Contractor shall have cured the material default within such thirty (30) day period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event the City reasonably deems Contractor to remain in material default as of the end of the notice period specified in the Breach Notice, the City shall provide Contractor with a notice of termination ("Termination Notice"), setting forth the specific reasons the City believes Contractor remains in Material Breach and the effective date of termination ("Termination Date"), which shall be no less than thirty (30) days from the date of the Termination Notice. In the event of termination by either party for any reason, or of expiration of this Agreement, Contractor shall cooperate with the City and with the successor provider to help assure a smooth transition.

The City may terminate the Agreement if Contractor is deemed to be in material default four (4) or more times in any twelve (12) month period regardless of whether Contractor has cured the material default.

12.6 **Termination for Convenience**. This Agreement is for the convenience of the City and, as such, may be terminated without cause. Such termination will be effective one hundred twenty (120) days after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for the undisputed portion of its fees under this Agreement as of the termination date.

12.7 **Cancellation for Conflict of Interest**. The Parties acknowledge that this

Agreement is subject to cancellation by the City under the provisions of Arizona Revised Statutes section 38-511.

12.8 **Gratuities**. The City may, by written notice, terminate this Agreement, in whole or in part, if the City determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the City for the purpose of influencing the outcome of the procurement or securing this Agreement, an amendment to this Agreement, or favorable treatment concerning this Agreement, including the making of any determination or decision about contract performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

12.9 **Suspension or Debarment**. The City may, by written notice to Contractor, immediately terminate this Agreement if the City determines that Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Contractor subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify the City.

12.10 **Termination for Change of Control**. To the extent reasonably possible Contractor will provide notice at least sixty (60) days prior to closing that it or its parent entity, assets, or interests are being acquired by another entity. Within thirty (30) days of receipt of such notice, the City may elect to terminate this Agreement, provided that the date of termination is at least sixty days (60) from the date of such notice to Contractor to allow for the efficient transition.

12.11 **Continuation of Performance Through Termination**. Contractor shall continue to perform, in accordance with the requirements of this Contract, up to the date of termination, as directed in the termination notice. Further, termination of this Agreement shall in no way obviate any Contractor obligation or responsibility pursuant to the CON issued to Contractor by ADHS to provide ambulance services within Chandler's city limits.

12.12 **No Waiver**. Either Party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

12.13 **Non-exclusive Remedies**. The rights and the remedies of the City under this Agreement are not exclusive.

Section XIII. Miscellaneous

13.1 **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.

13.2 **Notices**. All notices or demands required to be given pursuant to the terms of this Agreement shall, unless specified otherwise, be given to the other Party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the City:

Tom Dwiggins, Fire Chief
151 East Boston Street
Chandler, Arizona85225
480-782-2130
480-782-2125

Copy to: Marsha Reed, City Manager

In the case of the Contractor:

Alan Smith, Regional President
23200 N. Pima Rd. Ste 210
Scottsdale, AZ 85255
(901)-489-6003

With a copy addressed to:

Legal Department
Priority Ambulance, LLC
9721 Cogdill Rd. Ste 302
Knoxville, TN 37932

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

13.3 **Entire Agreement**. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding. Changes to this Agreement directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of this Contract. Any such changes, including unauthorized written contract amendments shall be void and without

effect, and Contractor shall not be entitled to any claim under this Contract based on such changes.

13.4 **Independent Contractor**. This Agreement is not intended to and shall not constitute, create, give rise to, or otherwise recognize a joint venture, partnership agreement or relationship, or any other formal business organization or association of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated in this Agreement. The parties hereby agree that no person supplied by Contractor in the performance of this Agreement shall be an employee of the City and further agree that no right of the City's merit system, personnel rules and policies, or the State retirement systems shall accrue to such persons. Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation insurance, unemployment compensation, other benefits, and all taxes and premiums appurtenant thereto concerning Contractor's employees in the performance of this Agreement, and Contractor shall indemnify and hold City harmless with respect thereto. City shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation insurance, unemployment compensation, other benefits, and all taxes and premiums appurtenant thereto concerning City's employees in the performance of this Agreement, and City shall indemnify and hold Contractor harmless with respect thereto.

13.5 **Authority**. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

13.6 **Severability**. If any provision of this Agreement is declared invalid, illegal or unenforceable, that provision shall be severed from this Agreement, and the remaining provisions shall otherwise remain in full force and effect.

13.7 **Headings**. The headings used in this Contract are inserted for reference purposes only and do not affect the interpretation of the terms and conditions hereof.

13.8 **Time of Essence**. Time is hereby declared to be of the essence for the performance of all terms, covenants, conditions and obligations under this Agreement.

13.9 **Exhibits**. The exhibits referenced to herein and attached hereto are incorporated herein by reference. Any conflict between the language set forth in any Exhibit and the language set forth in the body of this Agreement shall be controlled by the language set forth in the body of this Agreement.

13.10 **Interpretations and Definitions**. The parties agree that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that

ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Contract.

13.11 **Time**. Periods of time, stated as a number of days, shall be calendar days unless otherwise designated.

13.12 **Assignment**. No right, title, or interest in this Agreement shall be assigned voluntarily or by operation of law by Contractor without the written permission of the City; and no delegation of any duty of Contractor shall be made without written permission of the City. Any attempted assignment of delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this subsection.

13.13 **Funds Appropriation**. If sufficient funds are not appropriated to continue this Agreement and for the payment of charges hereunder, the City may terminate this Agreement at the end of the fiscal period. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to Contractor all charges incurred through the end of such period.

13.14 **Licenses**. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by Contractor as applicable to this Agreement.

13.15 **Conduct**. Contractor's employees, officers, and agents shall not identify themselves as being employees of the City. Contractor's employees, officers, and agents shall conduct themselves in such a manner as to avoid embarrassment to the City and shall be courteous to the public.

13.16 **Immigration Reform and Control Act**. Contractor shall comply with the Immigration Reform and Control Act of 1986 (IRCA). Contractor understands and acknowledges the applicability of the IRCA to Contractor. Contractor agrees to permit City inspection of its personnel records to verify such compliance.

13.16.1 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 to warrant its compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. 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.

13.16.2 **Compliance with Law**. Contractor shall comply with all requirements of any applicable federal, state, county, or city laws, statutes, ordinances, charters, codes, rules, regulations, and other governmental requirements, including but not limited to Arizona Statute and regulations of DHS and the charter or ordinances of the City. No provisions of this Agreement shall be construed to require Contractor to violate any orders or decisions issued by the Director of DHS or any governing statute or administrative rules regarding the provision of Ambulances or Ambulance service to the public.

Additionally, Contractor agrees to comply with the requirements of (and as defined in) the Health Insurance Portability and Accountability Act of 1996, as codified as 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the regulations promulgated thereunder, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards"), the federal security regulations as contained in 45 CFR Part 142 (the "Federal Security Standards"), and state privacy laws, all as amended, regarding the confidentiality of all patient information and records applicable to the obligations of the City and as set forth in Attachment E. Contractor's obligations under this sub-part shall survive the expiration or termination of this Agreement regardless of the reason for such termination.

13.17 **Drug Free Workplace Program**. Contractor shall maintain a drug free workplace in compliance with federal law.

13.18 **Compliance with Federal Anti-Kickback Statute**. To the extent required by law, each Party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated thereunder. The Parties further recognize that this Contract shall be subject to amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statute or its regulations invalidate, or are otherwise inconsistent with the terms of this Contract, or would cause one or both of the parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Contract to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.

13.19 **Good Faith Negotiation**. This Agreement has been negotiated in good faith by the parties. Nothing contained in this Contract, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or recommending the ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate

business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.

13.20 **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. 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 have first given the required notice to the City: (a) data which was known to the Contractor 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 in its performance under this Agreement and which was disclosed to the Contractor by a third party, who to the best of the Contractor's knowledge and belief, had the legal right to make such disclosure and the Contractor is 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 are subject.

All data must continue to be subject to the confidentiality provisions of this Agreement. Contractor assumes 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. A violation of this Section may result in immediate termination of this Agreement without notice.

13.21 **Personal Identifying Information-Data Security**. Personal identifying information, financial account information, or other restricted information, whether electronic format or hard copy, must be secured and protected at all times by Contractor. 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 other restricted 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 in connection with this Agreement is believed to have been compromised, Contractor must immediately notify the Fire Chief. 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. 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 under this Section survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement below.

FOR THE CITY	FOR THE CONTRACTOR
By:_____	By: ALAN SMITH
Its: Mayor	Its: West Region President
Date:_____	Date: 2/25/2021

APPROVED AS TO FORM:

By:_____
City Attorney

ATTEST:

By:_____
City Clerk

Exhibit A: Resources

Designated Ambulances. Contractor hereby commits to designate six (6)ALS equipped ambulances for twenty-four hour deployment and one (1) ALS equipped ambulance for peak-time deployment to provide the services required under this Contract. The location of the resources will be placed upon mutual consent of the City and Contractor and may be reviewed periodically to ensure response time and other performance standards of the contract.

The City will provide City Attendant Staff for each of the designated twenty-four hour ALS equipped ambulances identified above in accordance with this Contract. Provision of City Attendant Staff for each of these Designated Ambulances on a twenty-four (24) hour basis will require three (3) City firefighter paramedics per ambulance for a total of eighteen (18) City firefighter paramedics.

The Contractor will provide an EMCT approved for duty in Arizona, for each ambulance identified above. The Contractor EMCT and City Attendant staff acting as part of the ambulance staff will form the medcial team and the Contractor will maintain control of the ambulance.

The City will provide City Attendant Staff for each day of the week of operation of the dedicated peak-time ambulance identified above in accordance with this Agreement during all of the peak-time hours identified.

Exhibit B: Reimbursement

1. City Attendant Staff. Fair Market Value for labor reimbursement shall be calculated as the City's mid-level annual pay and benefits for a Paramedic Firefighter at the time of the contract. Contractor shall pay the City the following amounts for providing City attendant Staff:

a. $121,531 annually for each of the eighteen (18) CFHM Paramedics staffing six (6) twenty-four hour ambulances identified in **Exhibit A.***
(18 CFD Paramedics x $121,531) = $2,187,558

Monthly Reimbursement of: $182,296*

Each twenty-four (24) hour Ambulance requires three (3) full time Paramedics to cover all seven days of staffing (one per day, per shift) (6 Rescues x 3 CFD Paramedics) = 18 CFHM Paramedics.

b. $125,523 annually to cover the paramedic hourly staffing demand for peak-time ambulances identified in Exhibit A.
(59.5 hours x $40.57 per hour x 52 weeks/year = $125,523)

Monthly Reimbursement of: $10,460*

2. Station Location. Contractor shall pay the City $1,906 per month for each Fire Station in which the City and Contractor agree to base a 24-hour designated ambulance. For each Fire Station in which the City and Contractor agree to base peak-time designated ambulances, the Contractor shall pay the City $689 per month.

Section 3.6 Positioning of Reserve Ambulances references an agreement to position reserve ambulances in the City. The City will provide mutually acceptable parking space and access to shoreline power at no cost to Contractor.

The initial plan is for six (6) 24 hour ambulances and one (1) peak-time ambulance. (6, 24-hour ambulances x $1,906 + 1, peak-time ambulance x $689= $12,125 per month)

Monthly Reimbursement of: $12,125

*As set forth in Exhibit A of this Contract, the monthly amounts set forth for providing City Attendant Staff shall be increased by one and 35/100 percent (1.35%) per year.

TOTAL MONTHLY REIMBURSEMENT: $204,881 ambulance staffing reimbursement

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-VII or better. 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 $10,000,000 for each occurrence, $10,000,000 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 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 $5,000,000 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 equal or broader in coverage scope than underlying insurance.

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

D. Professional Liability. If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of $10,000,000 each claim and $10,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Contractor will submit Certificates of Insurance as evidence the required coverage is in effect.

E. Network Security and Privacy Liability Minimum Limits:

Per Loss	$	5,000,000
Aggregate	$	5,000,000

The insurance shall provide coverage for the following risks

1. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.

2. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure

3. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Policy Provisions Required.

B. Self-Insured Retentions or Deductibles. Any self-insured retentions and deductibles must be declared to the City.

1. The Contractor's insurance must contain standard ISO 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. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

4. 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.

5. 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.

C. 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 15 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 canceled except after thirty (30) days prior written notice has been given to the City. 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 (7) days of receipt of insurers' notification to that effect.

D. 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 or include blanket additional insured language providing coverage as required by written contract: 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: Access to Secured Facilities

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City

expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

Contractor and Subcontractor Worker Background Screening. Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively Contract Worker(s)) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively Background Screening) at Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Contractor agrees that it will verify legal Arizona worker status as required by Arizona Revised Statutes §41-4401. Contractor further agrees that it will conduct a background check for real identity/legal name on all Contract Workers prior to proposing the Contract Worker to the City.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, the City reserves the right but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.RS. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

Contractor Certification. By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements as required. A Contract Worker rejected for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without the City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to the City's entry into this Agreement and any breach of this Section by

Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth above, Contractor shall defend, indemnify and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

Continuing Duty: Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Agreement.

RESOLUTION NO. 5450

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE AMBULANCE SERVICES CONTRACT BETWEEN THE CITY OF CHANDLER AND MARICOPA AMBULANCE, LLC.

WHEREAS, Maricopa Ambulance, LLC, ("Maricopa") has Certificate of Necessity #147 issued by the Arizona Department of Health Services ("ADHS") necessary to provide emergency 911 ground ambulance services within the City's city limits and represents that it has the expertise and capacity to provide emergency 911 ground ambulance services within the City's city limits; and

WHEREAS, the City and Maricopa wish to enter into the Contract for the provision of emergency 911 ground ambulance services within the City's city limits; and

WHEREAS, Maricopa and the City deem it beneficial for the City to provide City firefighter paramedic staffing to assist in providing the 911 ambulance service contemplated under the Contract, and be reimbursed for providing such staffing, pursuant to the terms and conditions set forth in the Contract; and

WHEREAS, ADHS conducted a review of the Contract designed to ensure the Contract does not violate the existing Certificate of Necessity requirements, approved rates and charges, and current rules and statutes governing Arizona ambulance services, and that ADHS does not foresee any future conflicts and is ready to move forward with the contract approval process.

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

Section 1. Approves the Contract, attached hereto.

Section 2. Authorizes the Fire Chief, or designee, to execute the Contract.

PASSED AND ADOPTED by the Council of the City of Chandler, Arizona, this 25th day of March, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5450 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 25th day of March, 2021 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY
BDM

CHANDLER arizona
Community of Innovation

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

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Thomas Dwiggins, Fire Chief
From: Scott Chapman, Assistant Fire Chief
Subject: Agreement No. FD9-345-4024, Amendment No. 2, for Fire Emergency Medical Supplies

Proposed Motion:

Move City Council approve Agreement No. FD9-345-4024, Amendment No. 2, with Bound Tree Medical, LLC, for fire emergency medical supplies, in an amount not to exceed $150,000, for the period of April 1, 2021, through March 31, 2022.

Background/Discussion:

The City has eleven CAP 5 Controlled Access Pharmaceutical Dispensers, which automate EMS restocking, optimize the use of medications with an expiration date, and monitor access to controlled substances. This agreement allows Chandler Fire Department (CFD) to purchase emergency medical supplies for these dispensers and acquire a web-based inventory management system. The latter will provide CFD personnel with the tools needed to proactively monitor supplies, forecast future need, and eliminate unnecessary medical supply purchases.

Evaluation:

On March 28, 2019, City Council approved an agreement with Bound Tree Medical, LLC, for fire emergency medical supplies, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year with no changes to the discount structures.

Staff recommends extension of this Agreement for the term of April 1, 2021, through March 31, 2022.

Financial Implications:

Funds for purchases will come from the Fire Department Medical Supplies (5323) account.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2220.5323.0.0.0	General Fund	N/A	$150,000	N

Attachments

Agreement 4024 Amendment 1 - Vendor Signed

City Clerk Document No._____

City Council Meeting Date: _____

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FIRE EMERGENCY MEDICAL SUPPLIES
CITY OF CHANDLER AGREEMENT NO. FD9-345-4024

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Bound Tree Medical, LLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for fire emergency medical supplies (Agreement); and

WHEREAS, the term of the Agreement is April 1, 2020 through March 31, 2021; and

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4.1, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No.2 by this reference. Total payments made to the Contractor during the term of this Amendment No.1 will not exceed $150,000.

3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period April 1, 2021 through March 31, 2022.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____

Its: Rhiannon Greene - SVP Pricing & IS

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

REVISED EXHIBIT B
FEE SCHEDULE

Item No.	Item Description	Estimated Qty.	Unit Price
1	I-gel, supraglottic airway, size 5, large adult, 90+kg Intersurgical Ltd #8205000	25	$13.14
2	I-gel, supraglottic airway, size 4, medium adult, 50-90kg Intersurgical Ltd #8204000	50	$13.14
3	I-gel, supraglottic airway, size 3, small adult, 30-60kg Intersurgical Ltd #8203000	25	$13.14
4	O-Two Smart Bag Disposable Resuscitator- Adult O-Two Medical Technologies 01BM3200-Cs	35	$19.45
5	O–Two Smart Bag Disposable Resuscitator- Child O-Two Medical Technologies 01BM3210-Cs	20	$19.45
6	E.T. Tube Holder Laerdal Thomas ET Tube Holder /Mfg# 600-10	50	$2.65
7	Microstream Technology Smart CapnoLine FilterLine Set, CO2 Sampling Line, Adult/Pediatric COVIDIEN # xs04620	100	$11.61
8	OPA, sizes 5.0-10.0 Sunmed 1-1508-11-99	100	$0.18
9	High Concentration Oxygen Mask-Pediatric Hudson #1011	100	$0.65
10	Non-Rebreathing Oxygen Mask-Adult Hudson #1060	300	$0.54
11	Oxygen Cannula-Adult MedSource # MS-24003	100	$0.25
12	Hand-held Nebulizer Baxter #002434	100	$0.70
13	X Series Printer Paper with Grid (6 pack) 8000-000910-01	300	$2.68
14	Blue Sensor Electrodes R Ambu #R-00-S-10	500	$0.29
15	Blue Sensor SP Electrodes Ambu #SP-00-S/10	300	$0.23
16	Zoll CPR Stat-Padz HVP multi-function CPR electrodes 8900-0402	75	$94.95
17	Zoll OneStep pediatric CPR electrode (1 pair) 8900-000219-01	25	$103.97
18	Blood Glucose Test Strips, Assure Prism Multi 50/bx*Approved for Multipatient Use*	100	$8.95
19	Blood Pressure Cuff- Adult Mabis Healthcare #01-149-011	40	$6.95
20	Stainless Steel Stethoscope Mabis Healthcare #10-404-020	25	$28.99
21	Perfit Ace Cervical Collar- Adult AMBU Inc. #000-281-000	30	$3.34
22	Perfit Mini Ace Cervical Collar- Pediatric AMBU Inc. #000-281-106	30	$3.49
23	StaBlock Head Block Laerdal #700-00001	30	$ 2.63
24	Protect I.V. Plus Catheter 14ga – 24ga.Smiths Medical Jelco #3060-3068	150	$1.20
25	Safe-T-Pro Lancets (200/box) Smiths Medical Jelco # 1014-1	20	$28.15

26	1000cc Bag Normal Saline B Braun #L8000	100	$2.89
27	1000cc Bag Lactated Ringers B Braun #L7500	100	$2.89
28	I.V. Start Kit MedSource # MS-80044	100	$2.01
29	10cc LL Syringe Only BD Luer-Lok Tip Control Syringe, 10mL, 25/bx, #309695	200	$0.13
30	5cc LL Syringe with Needle BD Syringe/Needle Combination, 5mL w/ luer-Lok tip, 21 G x 1", 100/bx, #309632	100	$0.21
31	3cc LL Syringe with Needle BD Syringe/Needle Combination, 3mL w/ luer-Lok tip, 21 G x 1", 100/bx, # 309575	100	$0.12
32	1cc Syringe with Luer slip BD Syringe/Needle Combination, 1mL Luer-Lok, 20 G x 1", 100/bx, #309637	100	$0.50
33	Select-3 Needleless I.V. Tubing Biomedix # Model B72-102 (+NIS+LAS)	500	$3.69
34	Medicut Shears (black) Fine Surgical #11-177BK	100	$0.69
35	Sharps Dart MedSource # MS-64250	100	$1.27
36	Sharps Container (2 Gallon) Sharps Compliance #62000-024	50	$9.05
37	Vionex Hand cleaner (4oz. Bottle) Metrex Research #10-1624	100	$4.34
38	Cavicide (24oz. Spray Bottle) Metrex Research #060210	100	$9.68
39	N95 Moldex Mask-Large (20/box) Moldex Medical # 1513 N95	100	$0.83
40	Inventory Management Licenses	26	$180.00
41	Software Per Month Per Machine - including Training, and Support	11	$-1,300.00

Manufacturer	Discount off List
List attached to original agreement	40% off Supplies, 35% off Pharmaceuticals

ITEM 16

CHANDLER arizona
Community of Innovation

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

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Thomas Dwiggins, Fire Chief
From: Robin Miller, Fire Management Coordinator
Subject: Resolution No. 5446 adopting an agreement between the City of Chandler and Dignity Health to train Chandler Fire Department paramedic students during their required clinical rotations

Proposed Motion:

Move City Council pass and adopt Resolution No. 5446, authorizing the City of Chandler to enter into an agreement with Dignity Health to train Chandler Fire Department paramedic students during their required clinical rotations.

Background:

For ten years, the Chandler Fire Department (CFD) has conducted a paramedic training program in conjunction with Phoenix College. Through a rigorous 10-month course conducted within the Department, firefighters have become certified as paramedics.

To reduce costs and provide CFD firefighters an optimal education, the Department is applying for accreditation through the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for its own paramedic program. Currently, CFD has been approved by CAAHEP to begin the Letter of Review (LoR) process, which requires CFD to enter into agreements with local hospitals to fulfill the clinical training component of the paramedic program. Resolution No. 5446 allows CFD to enter into an agreement for clinical training with Dignity Health.

The term of the agreement is April 1, 2021, through March 31, 2026. This agreement fulfills CAAHEP accreditation guidelines and allows CFD paramedic students to perform clinical rotations at the health center.

Financial Implications:

No financial implications.

Attachments

Resolution No. 5446
Dignity Health Clinical Rotation Agreement

RESOLUTION NO. 5446

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN AGREEMENT BETWEEN THE CITY OF CHANDLER AND DIGNITY HEALTH TO TRAIN PARAMEDIC STUDENTS TO MEET THEIR REQUIRED CLINICAL TRAINING ROTATIONS.

WHEREAS, Chandler Fire Department (CFD) has conducted a paramedic training program in conjunction with Phoenix College for the last ten years and it certifies its own firefighters as paramedics through a rigorous 10 month course completed in-house; and

WHEREAS, Chandler Fire Department is in the process of applying for accreditation from the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for its in-house paramedic program; and

WHEREAS, Chandler Fire Department desires to obtain accreditation because it will ensure that CFD's paramedic students graduate from a quality program by ensuring that instructors possess adequate qualifications and academic credentials to teach; and accreditation protects the public by ensuring that paramedics are properly trained and are certified as possessing the minimum level of competency; and

WHEREAS, Dignity Health has agreed to provide the requisite clinical training and education portion for paramedic students for those students to meet paramedic program requirements; and

WHEREAS, the parties agree that the sole purpose of the agreements is to train paramedic students, and not to provide a service. The parties are not business associates under the Health Insurance Portability and Accountability Act.

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

Section 1. Adopts the Agreement attached hereto.

Section 2. Authorizes and directs the City Manager, or designee, to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this 25th day of March 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 5446 was duly passed and adopted by the Council of the City of Chandler, Arizona, at a regular meeting held on the 25th day of March, 2021, and that a quorum was present at the meeting.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

PARAMEDIC TRAINING AGREEMENT

THIS PARAMEDIC TRAINING AGREEMENT ("***Agreement***") is made and entered into by and between the Dignity Health affiliated entity(ies) identified in the Key Informational Terms below (each, a "***Training Site***"), and the fire protection Fire Department identified in the Key Informational Terms below ("***Fire Department***"). Training Site and Fire Department (each a "***Party***" and collectively the "***Parties***") agree as follows:

KEY INFORMATIONAL TERMS

A. Dignity Health Training Site(s).

AGH Laveen, LLC, an Arizona limited liability company, d/b/a Dignity Health Arizona General Hospital Laveen

AGH Mesa, LLC, an Arizona limited liability company, doing business as: d/b/a Dignity Health Arizona General Hospital Mesa

Dignity Community Care, a Colorado nonprofit corporation, doing business as: Chandler Regional Medical Center

Dignity Health, a California nonprofit public benefit corporation, doing business as: Mercy Gilbert Medical Center, St. Joseph's Hospital & Medical Center, and St. Joseph's Westgate Medical Center

State in which Training Site is located:
Arizona ("***State***")

B. Training Site Notice Address.

AGH Laveen, LLC
7171 51st Avenue
Laveen , Arizona 85339

AGH Mesa, LLC
9130 E. Elliot Rd.
Mesa, Arizona 85212

Chandler Regional Medical Center
1955 W. Frye Road
Chandler, Arizona 85224

Mercy Gilbert Medical Center
3555 South Val Vista Drive
Gilbert, Arizona 85296

St. Joseph's Hospital & Medical Center
350 West Thomas Road
Phoenix, Arizona 85013

St. Joseph's Westgate Medical Center
7300 North 99th Avenue
Glendale, Arizona 85305

Copy to: Dignity Health Legal Department
185 Berry Street, Suite 300
San Francisco, CA 94107

C. Fire Department's Name and Description.

Chandler Fire Department Paramedic Program

D. Fire Department's Notice Address.

Mail Stop 801, PO BOX 4008
Chandler, AZ 85244

E. Term. This Agreement commences on April 1, 2021 or the last date on which this Agreement is executed by both Parties, (the "***Effective Date***") and expires on March 31, 2026 (the "***Expiration Date***").

F. Without Cause Termination. Number of days' notice required for without cause termination: 60

G. **Parts.** This Agreement is comprised of the following parts:

(i) **Part I** Dignity Health Terms and Conditions.

(ii) **Part II** Background Checks and Health Screening Process.

(iii) **Part III** Sample Letter of Attestation.

(iv) **Part IV** Confidentiality Statement

(v) **Part V** Student Declaration of Responsibilities

(vi) **Part VI** Student-Employee Unpaid Paramedic Training Agreement

IN WITNESS WHEREOF, Training Site and Fire Department have caused this Agreement to be executed as of the dates below, and do each hereby warrant and represent that its respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate action to execute this Agreement.

TRAINING SITES

_____

Linda Hunt, Sr. Vice President of Operations, Arizona

Date:_____

FIRE DEPARTMENT

_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

_____

City Attorney

Part I

PARAMEDIC TRAINING AGREEMENT
DIGNITY HEALTH TERMS AND CONDITIONS

I. GENERAL INFORMATION

1.1 Program Covered under this Agreement. Fire Department provides and conducts various professional training, educational and/or academic programs ("***Program(s)***") for its participant-students (at times referred to herein individually as a "***Student***" or, collectively, as "***Students***"), and such Program(s) require clinical and/or non-clinical experience so that the Student(s) can fulfill a Program requirement (collectively, the "***Field Experience***").

1.2 Program under Jurisdiction of Fire Department. Any Program that is covered under this Agreement is a Program of the Fire Department and not of the Training Site. Accordingly, any Student participating in the Program shall at all times be under the exclusive jurisdiction of the Fire Department as set forth herein. Notwithstanding the foregoing, the time, place and subject matter of all educational activities hereunder, including any plans for such activities, shall be subject to the approval of the Training Site. Fire Department assumes responsibility for assuring that each Student does nothing detrimental to the Training Site patients, and that each Student observes and complies with the rules and regulations of the Training Site as more specifically set forth herein.

1.3 Primary Contacts. Each Party shall designate a primary contact and an alternate (collectively "***Primary Contact***") respectively, who shall coordinate with each other in the planning, development, implementation and coordination of the Program(s) to be provided to the Students. There will be ongoing communications and periodic evaluation between the Parties relating to changes or issues involving staff, curriculum, policies and/or procedures.

1.4 Application of Agreement to Program(s). The Fire Department's Primary Contact shall determine in advance with the Training Site's Primary Contact from time to time during the term of this Agreement as to which Program(s) provided by the Fire Department are included under this Agreement. Such information shall be separately documented by both the Fire Department and the Training Site.

1.5 Preliminary Information. Once it is determined among the Parties as to which Program shall be conducted at Training Site, the Fire Department and the Training Site shall agree before the beginning of that particular Field Experience upon the following: the location(s) and/or the clinical care unit(s) where the training will occur; the number and identity of the Student(s) participating in the training for the particular Program; and the period of time for each Student's training, including without limitation date of arrival and date of completion. Such information shall be separately documented by both the Fire Department and the Training Site.

1.6 Supervision. Fire Department shall maintain responsibility for Student activities and conduct while at Training Site, and shall maintain supervision over the Program(s) (including all grading); however, Training Site shall provide appropriate Field Experience.

1.7 Cooperation and Coordination with Training Site.

(a) In order to assure the effectiveness of each Program, Fire Department and Training Site will work together in planning and implementing the Program, and in this connection shall advise one another of the philosophy, objectives, policies and regulations of their respective institutions and establish such matters as the time and place of education and the number of Students to participate in the Program at any one time.

(b) Fire Department and Training Site shall also consult with each other with respect to a Student evaluation process pertaining to the Field Experience.

(c) Fire Department and Training Site shall in addition cooperate to ensure a positive learning/training environment for all Students, monitor the learning/training environment and engage each other in addressing negative influences when detected. Further, Fire Department and Training Site shall cooperate so that each Student assumes progressively an increase in Field Experience according to that Student's level of education, ability and experience, with Fire Department determining the appropriate level of Field Experience.

(d) Notwithstanding the foregoing, each Party shall be responsible for specific elements of the Program as set forth herein.

1.8 Instructors/Clinical Preceptors.

(a) If applicable and agreed upon by the Parties, Fire Department shall be responsible for obtaining instructor(s) and/or preceptor(s) authorized by the Training Site to supervise all instruction and Student activities for the Program at Training Site, except for any particular course(s) that use clinical preceptors (instructors and preceptors obtained by Fire Department shall be at times referred to herein individually as an "***Instructor***" or, collectively, as "***Instructors***").

(b) Training Site shall provide qualified personnel to supervise any particular course(s) requiring clinical preceptor(s). Each clinical preceptor shall assume responsibility for care provided to patient(s) while the Student participates in the Field Experience, and shall ensure that all appropriate patient consents are obtained.

(c) At no time will Fire Department direct Students into Training Site unaccompanied or unsupervised without the Training Site's consent.

II. FIRE DEPARTMENT'S RESPONSIBILITIES

2.1 Accreditation. Fire Department shall seek accreditation(s) appropriate for its location and the program(s) it offers, including without limitation:

(a) Regional or National Institutional accreditation by a U.S. accrediting body recognized by the United States Department of Education and authorized to grant institutional accreditation.

(b) Programmatic accreditation, when such exists, by a U.S. accrediting body appropriate to the profession and/or health care specialty for each Program.

(i) Fire Department shall notify Training Site of successful completion of the accreditation process and, thereafter, if requested by Training Site, deliver to the Training Site Primary Contact an electronic copy of Fire Department's annual report as filed with its programmatic accreditor within forty-five (45) days after Fire Department's due date for filing said annual report.

(ii) Fire Department shall further deliver to the Training Site Primary Contact electronic copies of any written communication by and between Fire Department and its programmatic accreditor that pertains to changes in approval status, citations, sanctions, directives to suspend, limit or cease future enrollments, directives to improve or the assignment of progress reports within forty-five (45) days of Fire Department's sending or receipt of same.

(c) Obtain appropriate State licensing and credentials of its entities and employees, as applicable, and shall, upon Training Site's request, furnish additional evidence of such accreditation, licensing and/or credentials.

2.2 Student/Instructor Contact Information. Fire Department shall complete and send to the Training Site Primary Contact a profile for each Student enrolled in the Program(s) (and, if applicable, each Instructor employed by the Fire Department), which shall include the Student's/Instructor's name, address and telephone number prior to the beginning of the planned Field Experience. Training Site shall regard this information as confidential. Training Site also reserves the right to develop, implement and require an online registration system, which Fire Department and/or Student(s) may use to enter the above and additional information including without limitation email address, job experience, credentials and attestation. Fire Department may incur a charge, payable to Training Site or the online registration vendor, for Student and/or Instructor access to the online registration system.

2.3 Schedule of Assignments. Fire Department shall notify the Training Site Primary Contact of its requested schedule of Student assignments and/or any changes in Student assignments, including the name of the Student, level of academic preparation, date of arrival, and length and dates of the Field Experience not less than thirty (30) days prior to the planned Field Experience. This schedule shall be subject to Training Site's approval, which approval shall not be unreasonably withheld.

2.4 Approval and Qualification. Only Students who have satisfactorily completed the pre-Field Experience didactic portion of the Program, which is prerequisite to the Field Experience, shall participate in the Field Experience. The number of Students to participate in the Field Experience at any one time is subject to Training Site's prior written approval.

2.5 Planning and Educational Objectives. Fire Department shall plan the educational Program, and shall provide to the Training Site Primary Contact a copy of the Program and/or unit-specific learning and/or performance objectives and skills checklist as appropriate for the training, plus a copy of the appropriate clinical program handbook. Fire Department shall also provide assurance that the Student assigned is academically prepared to meet such objectives.

2.6 Records. Fire Department shall maintain all attendance and academic records and reports of the Student(s) participating in the Program(s), and, if applicable, personnel records for its Instructor(s), in accordance with all legal requirements, for a period of not less than five (5) years.

2.7 Rules and Regulations. Fire Department shall enforce rules and regulations governing the Student(s) as mutually agreed upon by Fire Department and Training Site. Fire Department shall also use all reasonable efforts to assure each Student's compliance with the Training Site's policies and procedures, rules and regulations, including without limitation preservation of confidentiality with respect to all patient related information accessed and/or acquired in the course of the Field Experience.

2.8 Health Policy. Fire Department shall provide to Training Site Primary Contact, no less than thirty (30) days prior to a Student's/Instructor's arrival at the Training Site, proof that such Student/Instructor meets the health screening requirements set forth in Section D of Part II. Fire Department shall notify Training Site prior to a Student's/Instructor's arrival at the Training Site if the Student/Instructor does not meet the health screening requirements and/or is a known carrier of an infectious or communicable disease. If such information reasonably suggests that patients of the Training Site may be placed at risk by the presence of a particular Student/Instructor, Training Site reserves the right to refuse to allow such Student/Instructor to participate in Field Experience at the Training Site. Training Site is not financially responsible for providing health screening services/tests for Students/Instructors.

2.9 Bloodborne Pathogen Training. Fire Department shall assure that each Student assigned to Training Site, prior to any observation period or participation in any Field Experience, has received training in blood and body fluid standard precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines. Documentation of such training will be provided to Training Site upon request.

2.10 Student/Instructor Responsibilities. Fire Department shall notify each Student and Instructor that he/she is responsible for:

(a) Following the policies, procedures, rules and regulations of the Training Site as applicable, including the Training Site's dress code.

(b) Arranging for his/her own support, maintenance, transportation and living arrangements when not provided by Fire Department.

(c) Arranging for and assuming the cost of his/her individual health insurance.

(d) Assuming responsibility for care for his/her personal illness, all necessary immunizations, tuberculin test and initial drug screening as required by Training Site.

(e) Maintaining confidentiality of patient information, as more fully set forth in Article IX below.

(f) Wearing photo ID name badges identifying him/herself as a Student/Instructor of the Fire Department.

(g) Attending and completing orientation at the Training Site, or other designated location and/or means, prior to Student/Instructor's assignment at Training Site. In addition, Students/Instructors, at Fire Department or Student's expense, must complete and submit proof to Training Site of training on: environment of care, national patient safety goals, and patient privacy, as required by Training Site.

(h) Notifying Training Site management immediately of any perceived or suspected violation of federal or State laws at Training Site.

(i) Signing the Confidentiality Statement attached hereto as Part IV and, in the case of Students, the Student Declaration of Responsibilities attached hereto as Part V.

2.11 Background Checks.

(a) For each Student eighteen years (18) years of age or older, and for each Instructor, Training Site requires Fire Department to provide proof of a lawful background check for each Student and Instructor before the planned Field Experience. The background check shall meet, and shall be conducted in accordance with, the requirements set forth in Part II. The results of the background check shall be scored based on the Dignity Health Background Screening Scoring Guidelines (the "***Guidelines***"), as the same are set forth in Part II. Fire Department shall notify Training Site prior to a Student's/Instructor's arrival at the Training Site in the event that, based on the Guidelines, such Student/Instructor scores other than a "Pass" on the background check. If any information obtained through the background check may indicate that

patients of Training Site may be placed at risk by the presence of a particular Student and/or Instructor, Training Site reserves the right to refuse to allow such Student and/or Instructor to participate in the Program(s) at Training Site. Training Site is not financially responsible for the background check.

(b) For each Student less than eighteen (18) years of age, Fire Department represents and warrants that, prior to Student's participation in the Field Experience, Fire Department has obtained, and shall maintain in Student's file, a recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor). These Student files shall be available for Training Site to audit at any time.

2.12 Required Documentation.

(a) Fire Department shall assure that each Student maintains medical insurance, and that each Student has complied with such other requirements upon request of Training Site, and has submitted documentation of such compliance. Such documentation shall include without limitation that each Student has signed the Confidentiality Statement attached hereto as Part IV and the Student Declaration of Responsibilities attached hereto as Part V outlining his/her responsibilities prior to the commencement of Student's Field Experience at the Training Site (NOTE: should Student also be an existing employee of Training Site and the Student performs the Field Experience at the same time as performing work for Training Site, Student shall not be required to sign Part V; instead, such Student shall sign Part VI, and such Student's relationship with Training Site shall be governed by Student's employment relationship with Training Site).

(b) Fire Department shall provide to the Training Site Primary Contact, no less than thirty (30) days prior to a Student's/Instructor's arrival at the Training Site, a letter in the form attached as Part III, or in another form as requested by Training Site, attesting that the Student/Instructor has successfully completed the background check, drug screen, health screening, and orientation requirements as outlined in this Agreement.

III. TRAINING SITE'S RESPONSIBILITIES

3.1 Access to Training Site. Training Site shall permit only authorized Instructors and only the mutually agreed upon Students enrolled in the Program(s) access to the Training Site as appropriate and necessary for the Program(s), including classroom and conference room space when available, provided that the Instructor(s) or Student(s) shall not interfere with the Training Site's regular activities.

3.2 Education Opportunities. Training Site shall provide opportunities to each Student to enable him/her to acquire clinical and/or non-clinical experience as required by Program but only to the extent that the existing facilities and varying patient census of Training Site permit. Training Site shall also permit designated Training Site personnel to participate with the Instructors in the training of the Students at Training Site, provided such participation does not interfere with the service commitments of Training Site personnel.

3.3 Accreditation. Training Site shall conform to the requirements of the appropriate accreditation agency overseeing the Program(s). Upon request, Training Site shall permit the appropriate accreditation agency to make site visits to the Training Site to verify the instructional and clinical/non-clinical experience of the Fire Department's Students.

3.4 Emergency Health Care/First Aid. Training Site shall, on any day when Student/Instructor is participating in training at Training Site, provide to Student/Instructor necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said Student's or Instructor's participation in the Program at Training Site. Except as provided regarding such emergencies, Training Site shall have no obligation to furnish medical or surgical care to any Student or Instructor. Students and Instructors will be financially responsible for all such care rendered in the same manner as any other patient.

IV. COMPLIANCE WITH LAWS AND STANDARDS

4.1 General Compliance. The Parties shall comply with the following to the extent applicable to the Program(s): (a) Dignity Health's Standards of Conduct; (b) all federal, state and local laws, rules and regulations; (c) the bylaws, rules, regulations, guidelines and policies and procedures of Training Site ("***Training Site Rules***"); and (d) the bylaws, rules and regulations of the Medical Staff of Training Site ("***Medical Staff Rules***").

4.2 Acknowledgment of Corporate Integrity Program. Fire Department acknowledges that Training Site operates under the Corporate Integrity Program of Dignity Health. Fire Department further acknowledges that, notwithstanding anything contained herein, neither Party shall engage in any conduct that may violate any policies, procedures, or directives of the Corporate Integrity Program. Fire Department further represents that the Fire Department,

the Instructors and the Students have not been, nor currently are, excluded from participation in government funded healthcare programs, including without limitation Medicare, Medicaid, CHAMPUS and FEHP.

4.3 Standards. It is understood and agreed that Students and Instructors shall comply, to the extent applicable to the Field Experience, with the Statement of Common Values, as adopted by Dignity Health ("***Statement***"), and, if Training Site is Catholic-sponsored, with the Ethical and Religious Directives for Catholic Health Care Services, as adopted by the United States Conference of Catholic Bishops ("***Directives***"). A copy of the Statement and/or Directives may be obtained from Training Site's administration.

4.4 Non-Discrimination.

(a) The Parties agree that Student(s) participating in the Program at Training Site pursuant to this Agreement shall be selected without unlawful discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.

(b) The Parties further agree that Training Site, Fire Department or each Student participating in the Program shall not unlawfully discriminate against any patient or any other person on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.

4.5 Network Usage Policy. Fire Department shall assure that Fire Department and each Student and/or Instructor assigned to Training Site who shall have access to Training Site's computer network shall comply with and sign Dignity Health's Network Usage Policy.

V. STATUS OF STUDENTS AND FACULTY

5.1 Non-employment Status. It is expressly agreed and understood by Fire Department and Training Site that Students and Instructors under this Program(s) are in attendance for educational purposes, and such Students and Instructors are not considered employees of Training Site for any purpose, including without limitation compensation for services, employee welfare and pension benefits, or workers' compensation insurance. Accordingly, Fire Department will ensure all Students understand that they are trainees, and thus that they shall not be used to treat patients in lieu of trained professionals employed or contracted with Training Site. Further, all Students shall perform patient services only when under appropriate supervision of a qualified professional, which supervision shall be coordinated by Training Site and Fire Department.

5.2 No Compensation. The Program(s) under this Agreement shall be conducted without payment of any monetary consideration by Fire Department or Training Site to the other, or by or to any Student participating in the Program(s), and Fire Department shall ensure that all Students understand that Students will not be compensated in their trainee roles.

5.3 Training Site-Employee Students.

(a) Notwithstanding Section 5.1 above, should a Student also be a current employee of Training Site ("***Student-Employee***"), any Field Experience of that Student-Employee shall be separate and apart from all paid working hours as an employee of Training Site, and such Student-Employee shall sign Part IV and Part VI. If possible, any Field Experience of that Student-Employee shall occur at a facility other than the Training Site where the Student-Employee is an employee. In this case, the Student-Employee shall not be considered an employee of the facility where the Student-Employee participates in the Field Experience and shall receive no compensation as set forth in Sections 5.1 and 5.2 above.

(b) In the event that the Student-Employee performs the Field Experience at Training Site where Student-Employee is employed, and at the same time as performing work for Training Site, Training Site's relationship with Student shall be that of employer-employee for employment purposes, including without limitation compensation, benefits, provision of patient services and compliance with Training Site policies. Notwithstanding the foregoing, such a Student-Employee shall receive no compensation while purely participating in the Field Experience, and shall merely be able to obtain education credit while performing work for Training Site when such work is purely as part of the Field Experience.

(c) Student-Employees must also comply with the special requirements set forth in Part II.

VI. INDEMNIFICATION

6.1 Fire Department Indemnity. Fire Department shall defend, indemnify and hold harmless Training Site and its affiliates, parents, subsidiaries, directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this

Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Fire Department, its officers, employees, agents, Instructors or Students.

6.2 Training Site Indemnity. Training Site shall defend, indemnify and hold harmless Fire Department, its officers, employees, agents and Students from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Training Site or its officers, employees or agents.

6.3 Survival. The terms of this Article VI shall survive the expiration or termination of this Agreement.

VII. INSURANCE

7.1 Fire Department Insurance. Fire Department warrants and represents that Fire Department provides:

(a) General and professional liability insurance or self-insurance covering Fire Department, Students and Instructors, each insurance with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate. However, if Fire Department is a public entity entitled to governmental immunity protections under applicable state law, then Fire Department shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but Fire Department shall provide such insurance with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If such insurance or self-insurance is on a claims-made basis, Fire Department shall maintain continuous coverage for the term of this Agreement and a period of three (3) years after termination or expiration of this Agreement.

(b) Fire Department further warrants and represents that it provides workers' compensation insurance for its own employees (including Instructors employed by Fire Department) as required by applicable state law, and student accident insurance of at least $10,000 for any Student not covered by Fire Department's workers' compensation insurance.

7.2 Training Site Insurance. Training Site shall maintain insurance or self-insurance through the Dignity Health Self-Insurance Program for general and professional liability and workers' compensation coverage.

7.3 Certificates of Insurance/Evidence of Protection. The Parties shall provide to each other upon request certificates of insurance or evidence of protection evidencing the required insurance coverage. Such insurance shall contain a provision that the coverage cannot be cancelled, terminated or materially changed without thirty (30) days written notice to the other Party.

7.4 Survival. The terms of this Article VII shall survive the expiration or termination of this Agreement.

VIII. TERM AND TERMINATION

8.1 Termination Without Cause. Each Party may terminate this Agreement without cause, expense, or penalty effective upon expiration of the number of days' prior written notice set forth in Section F of the Key Informational Terms above.

8.2 Termination Upon Breach. Each Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within ten (10) days after written notice of such breach is given by the non-breaching Party.

8.3 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued and remain unsatisfied prior to the date of termination or expiration, and those rights and obligations that expressly survive termination or expiration of this Agreement. Such termination or expiration shall not take effect, however, with regard to any Student already assigned to participate in the Program at Training Site until that Student has completed training for which the Student is assigned, unless such completion would cause an undue financial or operational hardship on the Training Site or the unit in which Student is assigned ceases to operate.

8.4 Termination of Individual Student/Instructor. Notwithstanding anything in this Agreement to the contrary, Training Site may request Fire Department to withdraw from the Program(s) any Student or Instructor at Training Site whom Training Site determines is not performing satisfactorily, or who refuses to follow Training Site Rules, or violates federal or

State laws. In addition, Training Site may suspend immediately from participation in the Program at Training Site any Student or Instructor who, in the sole judgment and discretion of Training Site, engages in conduct or attitude that threatens the health, safety or welfare of any person, or the confidentiality of any information relating to a patient; Fire Department shall comply with any such request immediately, unless the Training Site agrees to a longer period of time. The procedures referred to in this Section are separate from any procedures of Fire Department relating to the Student's/Instructor's continued participation in Program at Fire Department.

8.5 Termination of Student-Employees. Notwithstanding Section 8.4 above or any other contrary provision in this Agreement, Training Site's relationship with a Student-Employee for employment purposes shall be that of employer-employee, including without limitation termination.

8.6 Destruction of Training Site. In the event that Training Site is partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the Training Site untenantable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Training Site determines that the premises or the facilities shall again be tenantable.

8.7 A.R.S. 38-511. The parties acknowledge this agreement is subject to the cancellation provisions of A.R.S. 38-511.

IX. CONFIDENTIALITY

9.1 General Confidentiality. All Parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other Party.

9.2 Patient Health Information. Students and Instructors may receive or acquire from Training Site "protected health information" (***"PHI"***) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "***HIPAA***"). Fire Department agrees that all PHI acquired as a result of Students' training at Training Site is confidential, and that Fire Department, Students, and Instructors are prohibited from using and/or disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Training Site. Fire Department shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Training Site. All PHI obtained, generated or encountered relating to the training shall at all times be and remain the property of Training Site.

9.3 Confidentiality Training/Workforce. Fire Department shall warrant to Training Site that each Student and Instructor has received appropriate training in the Student's/Instructor's duty to maintain the confidentiality of PHI and Training Site proprietary information at all times, and to comply with all federal and State laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and applicable State law. Training Site reserves the right to provide appropriate confidentiality training to the Students and Instructors, and to designate the Students and Instructors as members of the Training Site's workforce, as defined by HIPAA.

9.4 Patient Authorization. No Training Site PHI may be disclosed to or shared with Fire Department (or Fire Department's employees or agents not participating as on-site Instructors) during the course of and for the Program(s) unless Training Site has received express written patient authorization. Training Site shall reasonably assist Fire Department in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students and Instructors shall use only de-identified information (as defined by HIPAA) in any discussion with Fire Department (or Fire Department's employees or agents not participating as on-site Instructors). The preceding shall not prohibit disclosure or sharing of PHI between Training Site and Fire Department as permitted by HIPAA and/or State law for treatment, payment or healthcare operations.

9.5 Cameras. Students and Instructors shall not be permitted to use any cameras or camera cell phones at Training Site.

9.6 Effect of Termination of Agreement on PHI. Upon the termination of this Agreement for any reason, Fire Department shall use its best efforts to return to Training Site or to destroy all written and electronic PHI received or acquired from Training Site. For example, such efforts may include destruction by shredding of Students' essays or papers containing PHI and destruction by shredding of any Faculty notes containing PHI.

9.7 Notice of Breach of Confidentiality. If Fire Department becomes aware of the unauthorized use or disclosure of PHI, Fire Department shall promptly and fully notify Training Site of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

9.8 Remedies of Breach. Fire Department agrees that, if it breaches this Article IX on Confidentiality, Training Site may immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Training Site shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this Article IX by Fire Department.

9.9 FERPA. To the extent Training Site generates or maintains educational records related to Student subject to the Family Educational Rights and Privacy Act ("***FERPA***"), Training Site agrees to comply with FERPA to the same extent as such laws and regulations apply to Fire Department, and shall limit access to only those Training Site employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, Fire Department hereby designates Training Site as a Fire Department official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the Fire Department's records is required by Training Site to carry out the Program.

9.10 Survival. The terms of this Article IX shall survive the expiration or termination of this Agreement.

X. GENERAL PROVISIONS

10.1 Assignment; Binding on Successors. No Party may assign its rights or delegate its duties without the express written approval of the other Party, which shall not be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.

10.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When signed in pen ink, this Agreement may be delivered by facsimile or by scanned email attachment, and said copies shall be treated as original. Amendments to this Agreement shall be similarly executed by the Parties.

10.3 Dispute Resolution. In the event of any dispute or claim arising out of or related to this Agreement (each, a ***"Dispute"***) the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the ***"Dispute Notice"***), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties. If any Dispute is not resolved to the mutual satisfaction of the Parties within 10 business days after delivery of the Dispute Notice (or such other period as may be agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted in the County in which Training Site is located by JAMS, Inc. in accordance with its commercial arbitration rules. The Parties shall bear the arbitrator's fees and expenses equally. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in the county where Training Site is located. The terms of this Section shall survive the expiration or termination of this Agreement.

10.4 Entire Agreement/Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. This Agreement may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

10.6 Independent Contractor. The Parties shall at all times be independent contractors in performing under this Agreement.

10.7 Notices. Notices under this Agreement shall be given in writing and delivered by either: (a) personal delivery, in which case such notice shall be deemed given on the date of delivery; (b) next business day courier service (*e.g.*, FedEx, UPS, or similar service), in which case such notice shall be deemed given on the business day following the date of deposit with the courier service; or (c) U.S. mail, first class, postage prepaid, registered or certified, return receipt requested, in which case such notice shall be deemed given on the third business day following the date of deposit with the United States Postal Service. Notices shall be delivered to the notice addresses set forth in the Key Informational Terms above.

10.8 Referrals. Nothing in this Agreement or in any other written or oral agreement between Training Site and Fire Department contemplates or requires the admission or referral of any patients or business to Training Site or any affiliate of Training Site.

10.9 Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of

such severance would be to alter substantially the agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

10.10 Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

10.11 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of such provision or any other provision. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated.

10.12 Miscellaneous Provisions. Pursuant to a "Ministry Alignment Agreement," dated December 6, 2017, as amended through the date hereof ("MAA"), Dignity Health, a California nonprofit public benefit corporation ("Dignity Health"), and Catholic Health Initiatives will combine their respective health ministries into a single national nonprofit health system. Effective as of the Effective Date of the MAA (which is expected to be January 1, 2019), (i) ownership of Chandler Regional Medical Center ("Assigned Hospital(s)") will be transferred to Dignity Community Care, a Colorado nonprofit corporation ("Dignity Care"), (ii) Dignity Care shall be joined as a party to this Agreement with respect to the Assigned Hospitals, (iii) this Agreement shall be automatically assigned by Dignity Health to Dignity Care with respect to the Assigned Hospitals, (iv) Dignity Care shall assume all rights and obligations of Dignity Health under the Agreement with respect to the Assigned Hospitals, and (v) Dignity Health shall retain its rights and obligations under the Agreement with respect to the Hospitals that are not Assigned Hospitals. Except as set forth herein, all of the terms of this Agreement shall remain unchanged, provided that any reference in the Agreement to "Dignity Health" shall mean "Dignity Health" or "Dignity Community Care" as appropriate, and the assignment with respect to the Assigned Hospitals shall be effective without any notice or consent.

Part II

PARAMEDIC TRAINING AGREEMENT

Background Checks and Health Screening Process

Proof of the health screen and an attestation of the satisfactory completion of the background checks shall be provided to the Training Site Primary Contact or his/her designee, electronically or via facsimile, no less than **thirty (30) days** prior to the Student's/Instructor's arrival at the Training Site.

A. Background Checks Requirements

Fire Department shall provide proof of a lawful background check for each Student and Instructor by attestation as demonstrated in Part III. The background check shall be conducted **no more than ninety (90) days** prior to clinical and/or non-clinical experience commencement and reported to Training Site Primary Contact **at least thirty (30) days** prior to the start of the planned experience. As long as a Student remains continuously enrolled in the academic program, the background check for such Student is required upon Program initiation and upon any renewal and/or new rotation under a Program (except as stated herein). Training Site is not financially responsible for the background check. The background check shall include at a minimum:

- a controlled substance screen in accordance with Training Site's policy;
- a social security number trace (used to identify additional names and or locations of residence);
- a county criminal background search in each county where the Student/Instructor has resided in the seven (7) years prior to the Field Experience;
- a national registry search of violent sexual offenders and predators; and
- a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services (if applicable), for listing as debarred, excluded or otherwise ineligible for federal or state program participation, prior to Student's arrival and on a monthly basis thereafter (https://www.sam.gov/portal/public/SAM; http://www.oig.hhs.gov/exclusions; http://www.medi-cal.ca.gov/references.asp).

All searches outlined above shall include a search of any additional names used by the Student/Instructor (e.g. other first or last names).

Attached at the end of this Part II are the Dignity Health Background Screening Scoring Guidelines.

Training Site reserves the right to request actual background check documents for each Student and Instructor. Fire Department must provide requested documentation within two (2) hours of the request for current Students/Instructors. For past Students/Instructors, Fire Department must provide requested documentation within ten (10) business days. Fire Department shall retain the student records, and, if applicable, personnel records for its Instructors, in accordance with all legal requirements, for a period of not less than five (5) years.

B. Background Check Vendor

Fire Department may use a background screening company of its choosing, but said company must adhere to standards established by the National Association of Professional Background Screeners. Dignity Health recommends the following preferred vendors:

Corporate Screening: www.HireRight.com and/or www.VerifyStudents.com

C. For Student-Employees

Student-Employees are not considered employees of Training Site while acting in their roles as Students, per Section 5.3 of the Agreement. The following requirements apply to such Student-Employees in their student roles:

- Student ID name badges must be worn in place of employee badges
- HIPAA and confidentiality forms will be re-signed as Students
- Drug screens and background checks may be waived if the following conditions are met:
    - Student is a Training Site employee who is on active status with no outstanding disciplinary actions

- Current Employee Health clearance may be used to demonstrate meeting the requirement.
- Workers' compensation is not offered for employees functioning in a Student role.
- Student-Employees will not perform employment duties while functioning as a Student, and will not perform Student duties while functioning as an employee.

D. Health Screening Process. Training Site is not financially responsible for providing health screening services/tests for Students/Instructors.

Training Site reserves the right to request actual health screening documents for each Student and Instructor. Fire Department must provide requested documentation within two (2) hours of the request for current Students/Instructors. For past Students/Instructors, Fire Department must provide requested documentation within ten (10) business days. Fire Department shall retain the student records, and, if applicable, personnel records for its Instructors, in accordance with all legal requirements, for a period of not less than five (5) years.

The following health screening requirements apply to both Students and Instructors of Fire Department, unless Training Site's policy states otherwise:

Demonstrate the absence of tuberculosis (annually)

- Initial two-step process; single thereafter
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a documented negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

Demonstrate immunity to (serological testing or proof of adequate vaccination or current immunization), or signed statement of declination (if permitted) in accordance with Training Site Rules:

- Rubella
- Rubeola
- Mumps
- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening
- Influenza (if declination Student must wear a mask at all times, as mandated by Training Site Rules);
    - Training Site will offer Students and Instructors actively participating in a Field Experience the influenza vaccination. There may be a charge for such vaccination.

Demonstrate the absence of evidence of controlled substances use:

- Cocaine
- Barbiturates
- Amphetamines
- Cannabinoids
- Opiates
- Benzodiazepines
- Phencyclidine

With respect to Student-Employees, as set forth above, current Employee Health clearance may be used to demonstrate meeting any Health Screening requirements.

BACKGROUND SCREENING GRID

Scope	Screening	General Description	Screening Provider
All Positions and Volunteers	Criminal History	Search of court records to identify past criminal conduct. Shows both misdemeanor and felony convictions.	Dignity Health Service Provider
	OIG/GSA Search	Identifies individuals listed by the government as excluded from participation in Medicare, Medicaid and other federal healthcare programs.	Dignity Health Service Provider
	Sex Offender Search	Identifies registered sex offenders (national database search)	Dignity Health Service Provider
	SSN Trace and Validation	Lists names and addresses associated with SSN and confirms validity of the SSN.	Dignity Health Service Provider
All Positions	Employment Verification	Verification directly from past employers including dates of employment, position & salary history.	Dignity Health Service Provider
	Reference Interviews	Through personal interviews, obtains and reviews information regarding candidate's capabilities and work history.	Facility Determination
Licensed Positions	Professional License Verification	Verification with applicable licensing board or agency. Shows status, dates, to whom issued and whether adverse action has been taken against license.	Dignity Health Service Provider
Positions Director Level and Above	Education Verification	Verification of institution attended, dates of attendance, degrees and/or credential earned, and major area of study.	Dignity Health Service Provider
Driving Positions	Motor Vehicle Records Examination	Shows motor vehicle driving violations, license suspensions, restrictions and revocations and driving related convictions. Varies by state.	Facility Determination
	Vehicle Insurance Verification	Verification of vehicle insurance.	
Data Sensitive Positions (DSP) include: 1. Positions with regular access to all of the following for any one person: bank or credit card account information, social security number; and date of birth.	Civil History	Review of court records by name, county, or jurisdiction to detect lawsuits, restraining orders, and other civil court activity.	Dignity Health Service Provider
	Federal Civil Search	Search of court records to identify bankruptcies, tax liens and other adverse information.	Dignity Health Service Provider
	Credit History Examination	Identifies if an applicant has any accounts in collections, open loans, inquiries made by third parties, etc., by accessing credit bureau information.	Dignity Health Service Provider

Scope	Screening	General Description	Screening Provider
2. Managerial Positions in Payroll, Human Resources, Finance, Information & Technology, Security and Compliance as well as CEOs and COOs.	Federal Criminal History	Search of federal court records to identify past criminal conduct.	Dignity Health Service Provider
Facility Policy	Drug Testing	Tests for presence of some prescription and illegal substances.	Facility Determination
Students	Each Dignity Health facility shall require a criminal background screening for each student over the age of 18 prior to the student coming to the facility. The scope of the background screening shall be the same as that required for applicants for employment for All Positions (see above). The Background Screening Scoring Guidelines will also be utilized as for applicants for All Positions. The Dignity Health facility shall have discretion as to whether the background screening for students: (1) will (a) be obtained by the Fire Department and forwarded to the Dignity Health facility, (b) the student and sent directly to the Dignity Health facility or (c) the Dignity Health facility; (2) who will pay for the screening; and (3) where the records will be maintained. For students under the age of eighteen (18), it is the Fire Department's responsibility to secure at least one recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor) and forward to the Dignity Health facility prior to the student coming to the Dignity Health facility.		
Applicants Under the Age of 18	For applicants under the age of eighteen (18), the facility needs to secure at least one recommendation from a reliable, non-related source (e.g. teacher, counselor, or pastor) prior to the applicant coming to the Dignity Health facility.		

BACKGROUND SCREENING ASSESSMENT GUIDELINES FOR CRIMINAL HISTORIES AND CREDIT HISTORIES

Definitions

- Non-Conviction: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
  - Passing: Non-Conviction leading to charge being dismissed, Nolle Prosse, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
  - Disqualifying: Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prosse or Nolle Prosequi.
  - Provisional: Any active or pending case.
- Passing Disposition: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prosse, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- Disqualifying Disposition: Any disposition resulting in a Conviction or Non-Conviction (adjudication deferred/withheld that has **not** led to the case being dismissed or expunged).

Pass

The following results shall not be considered Disqualifying. Assess the following results as "Pass":

- Any Misdemeanor or Felony crime with a Passing Disposition.
- Any misdemeanor (or lower) traffic violations (DUI and driving without a license are not considered traffic violations).
- For California: Any Misdemeanor or Felony with a disposition date older than 7 years.
- For California: Any Misdemeanor Marijuana offense over two years old.
- For Nevada facilities and system offices: Any Misdemeanor or Felony with a disposition date older than 7 years, with the exception of any of the following crimes with a Disqualifying Disposition: murder; voluntary manslaughter; mayhem; assault or battery with intent to kill or to commit sexual assault or mayhem; sexual assault; stator sexual seduction; incest; lewdness or indecent exposure; any other sexually related crime that is punished as a felony; a crime involving domestic violence that is punished as felony; abuse or neglect of a child or contributory delinquency; abuse, neglect exploitation or isolation of older persons or vulnerable persons; any other felony involving the use or threatened use of force or violence against the victim or the use of a firearm or other deadly weapon.

Provisional

The following results are potentially Disqualifying, and are thus designated "Provisional" pending further individualized assessment and evaluation. Applicants with a "Provisional" record may be approved for hire by the head of Human Resources for the Dignity Health Training Site or system office. The head of the Human Resources shall consult with Dignity Health legal counsel in making such decisions when appropriate.

The following results shall be considered "Provisions":

- Any Misdemeanor or Felony case that is currently active or pending.
- For Nevada: Any one of the crimes specifically enumerated above with a Disqualifying disposition.
- Any Misdemeanor with a Disqualifying Disposition greater than 2 years, but less than seven years.
- Any outstanding warrants.
- Any bankruptcy within the last ten years or tax liens
- More than 5 accounts past due or more than 2 accounts in collections within the last 7 years where the balance owing exceeds $5,000
- Any SSN Trace where the SSN was reported as used in a Death Benefits Claim.
- Any other finding determined to be significant enough for further review and an individualized assessment.

Disqualifying

The following conditions will generally disqualify a candidate unless in the course of the individualized assessment it is determined that there are significant mitigating factors or other compelling information:

- Any Felony with a Disqualifying Disposition within the last 7 years.
- Any Misdemeanor with a Disqualifying Disposition within the last 2 years.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old

Part III

PARAMEDIC TRAINING AGREEMENT

Sample Letter of Attestation

Training Site Contact Person: _____

Training Site Contract Person Telephone: _____

Training Site Contact Person E-mail: _____

<Date>

_____
_____
_____

Dear _____:

<Name of Student/Instructor>, a student or instructor in the <Name of Fire Department's Program>, is scheduled to begin on [**Insert Date**] a clinical/non-clinical experience with <Name of Training Site> (***"Training Site"***). Please accept this letter as <Name of Fire Department>'s attestation that <Name of Student/Instructor> has successfully completed the background check, drug screen, health screening and orientation requirements as outlined in the "Paramedic Training Agreement."

Please note that Training Site will be contacted under separate cover regarding any students/instructors that do not meet the background, drug and/or health screening requirements as outlined in the aforementioned agreement.

Additionally, at any time as Training Site may deem necessary for audit and/or compliance verification purposes or any other lawful purpose, <Name of Fire Department> agrees to provide proof of any and all documentation for the aforementioned screens within two (2) hours of a request from Training Site.

Sincerely,

Program Director
<Name of Fire Department>

Part IV

PARAMEDIC TRAINING AGREEMENT

Student Confidentiality Statement

As part of my affiliation with the Program at _____ (***"Training Site"***), I may have access to information which is confidential and may not be disclosed except as permitted or required by law and by Training Site policies and procedures. This information includes, but is not limited to, patient records, personnel data, and business operations data. I understand that I am committed to protect and safeguard from disclosure all confidential information regardless of the type of media on which it is stored (e.g. paper, electronic, audio tape, electronic health records, computer system, etc.). I agree that I will not release any confidential information from any record or information system to any unauthorized person.

I understand that:

- I am obligated to hold confidential information in the strictest confidence and not to disclose the information to any person or in any manner that is inconsistent with applicable law or the policies and procedures of Training Site.
- I acknowledge I am not permitted to use any cameras or camera cell phones in Training Site.
- I acknowledge that I may not review any confidential records of a friend, relative, staff member, volunteer or any other person unless I am required to do so as part of my assigned duties. I will not discuss or allow to be displayed confidential information of any type in the proximity of any individual who does not have the right, authorization and/or need to know. This includes conversations in public places, allowing computer screens to be inappropriately visible and leaving printed material where it may be openly viewed.
- All information obtained from Training Site systems remains the property of Training Site regardless of physical location or method of storage unless otherwise specified by Training Site in writing.
- If I believe that information confidentiality or security may be compromised in any way, either through the possible disclosure of sign-on information or the direct unauthorized access of information, either intentional or accidental, I shall contact my direct supervisor and the Training Site Compliance Department.
- I understand that my privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to Training Site systems is subject to monitoring and review as deemed appropriate by Training Site.
- My confidentiality obligation continues indefinitely, including after my association with Training Site has ended.

Access, attempted access, or release of information without the right and need to know for successful completion of my academic program will be considered a breach of confidentiality. I understand that if I disregard the confidentiality of information to which I have access, I may be committing an illegal and/or unprofessional act for which I may be held criminally liable. This may be grounds for immediate disciplinary action up to and including revocation of privileges and/or legal action.

My signature below acknowledges that I agree to abide by the terms of this agreement.

Date: _____ _____

Student Signature

_____

Typed Name of Student

Date: _____ _____

Parent Signature (if Student is under the age of 18 years)

Part V

PARAMEDIC TRAINING AGREEMENT

Student Declaration of Responsibilities

I, _____, hereby state, represent and agree that:
(Student Name)

1. I am eighteen (18) years of age or older, or my parent has reviewed this contract and agrees by signing below.

2. I am a student enrolled in the _____ program ("***Program***") of _____ ("***Fire Department***"), and as such I am participating in the Fire Department's clinical and/or non-clinical rotation and experience program ("***Field Experience***") at _____ ("***Training Site***").

3. I agree to provide proof of my immunity to (serological testing or proof of adequate vaccination or current immunization): Rubella; Rubeola; Mumps; Varicella zoster; Diphtheria, Tetanus, and Pertussis (Tdap); Hepatitis B status screening (or signed statement declining series); Influenza (proof of shot or declination; if declination, I will be required to wear a mask at all times while in the Training Site as mandated by the Training Site's policies); and any other immunization required by Training Site of its employees. In addition, I agree to provide proof of a negative result to a seven (7) panel drug screen consistent with testing done on Training Site employees but no less than a seven (7) panel drug screen, a negative PPD skin test or chest x-ray taken within the last twelve months prior to participation in the Field Experience, consistent with that required of Training Site employees. Documentation of compliance with the aforementioned requirements will be provided to Training Site prior to beginning the Field Experience.

4. I agree to conform to all applicable Training Site policies and procedures (including, but not limited to, the Dignity Health Network Usage Policy and the Training Site's Dress Code), and such other requirements and restrictions as may be mutually specified and agreed upon by the Training Site Primary Contact and the Fire Department.

5. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Field Experience, and that I am responsible for my own transportation to and from the Training Site.

6. I understand and agree that I am responsible for my own medical care needs. I understand that Training Site will provide access to emergency medical services or first aid for accidents or conditions arising out of or in the course of my participation in the Field Experience. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Training Site shall assume no cost or financial liability for providing such care.

7. I acknowledge that I have received training in blood and body fluid standard precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. Documentation of such training shall be provided prior to beginning my Field Experience.

8. **If Fire Department does not secure Student professional liability insurance,** I understand that Training Site requires as a condition for participation in the Field Experience that I secure and maintain malpractice insurance in amounts not less than One Million Dollars ($1,000,000) per claim and Three Million Dollars ($3,000,000) annual aggregate. I further understand that said insurance must be maintained in effect so long as I remain a participant in the Field Experience and for at least three (3) years following the termination of the Field Experience, unless said insurance provides coverage on an occurrence basis.

9. I acknowledge that I will receive academic credit for the Field Experience provided at Training Site, and that I will not be considered an employee of Training Site or Fire Department, nor shall I receive compensation from either Training Site or the Fire Department while participating in the Field Experience. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under any Training Site's or Fire Department's coverage based upon my participation in the Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program, and that no Training Site is under an obligation to hire me upon the completion of the Program.

10. I understand that a Training Site may suspend my right to participate in the Field Experience if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any person or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that the final decision regarding my continued participation in the Program at the Training Site is vested solely in that Training Site.

11. I acknowledge that I am not permitted to use any cameras or camera cell phones in Training Site.

12. I agree to comply with discrimination regulations and shall not unlawfully discriminate against any patient or any other person on account to race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.

13. I further understand that a Training Site has the right to suspend use of its facilities in connection with this Program should its facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unusable for their purpose while not entirely or substantially destroyed.

14. I understand that Training Site may provide a storage area for me to use for my personal belongings, but that Training Site does not assume any responsibility for my personal belongings.

15. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among any health care professionals are considered privileged and should be treated with utmost confidentiality. I further understand that, if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.

14. I agree to cooperate with Fire Department so that Fire Department may obtain and share with Training Site the results of a criminal background check on me, or, if instructed by Fire Department, I agree to obtain, at my own expense, a criminal background check through the Training Site's approved vendor.

I have read the foregoing, and I understand and agree to the terms therein. I recognize that as consideration for agreeing to said terms Training Site will permit me to participate in the educational Field Experience program at Training Site.

Date: _____ _____

Student Signature

_____

Typed Name of Student

Date: _____ _____

Parent Signature (if Student is under the age of 18 years)

Date: _____ _____

Fire Department Representative – Witness Signature

Part VI

PARAMEDIC TRAINING AGREEMENT

Student-Employee Unpaid Paramedic Training Agreement

This Student-Employee Unpaid Paramedic Training Agreement ("***Agreement***") is entered into on the last date signed below by and between _____ ("***Training Site***") and _____ ("***Student***"). Student and Training Site understand and agree to the following terms and conditions:

1. Student is an employee of Training Site, and is enrolled in an educational program (the "***Program***") to obtain _____ [license/degree/certificate] in _____. In order to provide academic and professional education for Student, Student desires access to facilities in which Student may gain experience and knowledge in Student's program of study (the "***Field Experience***").

2. Training Site operates a business in Student's subject area of study and, as a public service, is willing to provide Student with a Field Experience from _____ to _____ by providing a supervised working environment allowing Student to gain practical application of Student's area of study. "Practical application" of the educational program will consist of activities designed to develop professional skills beyond administrative clerical tasks, and can include, but is not limited to, [LIST – e.g., assisting in research, client communications, development of business or financial plans, strategic planning, analysis, actual operation or appropriate operations].

3. The Program is viewed by Training Site as an educational opportunity for Student rather than part-time employment. Accordingly, the Field Experience will include training and orientation and will focus primarily on learning and developing new skills in Student's area of study.

4. Student agrees that Student will not perform employment duties while functioning as a Student, and will not perform Student duties while functioning as an employee.

5. Training Site is willing to provide Student with the minimum of _____ hours of practical and actual application of Student's area of study while under close observation and supervision of Training Site's existing staff. Student's participation in the Field Experience is similar to that which would be given in a vocational setting and will not displace Training Site's existing staff.

6. Student acknowledges and agrees that Student will not receive compensation or wages in any form for participation in the Field Experience, and shall merely be able to obtain education credit while performing work for Training Site when such work is purely as part of the Field Experience. Training Site is not obligated to provide compensation or wages to Student for the Field Experience on its premises through the duration of this Field Experience.

7. Student acknowledges and agrees that workers' compensation is not provided to employees functioning in a Student role. Notwithstanding the foregoing, Student shall still be entitled to maintain Student's existing benefit plans and health insurance coverage during the Field Experience provided that Student meets the eligibility requirements in Student's capacity as an employee to receive such health and welfare benefits.

8. Student agrees to sign a separate Student Confidentiality Statement.

9. Student acknowledges and agrees that, by participating in this Field Experience, Student will not expect, nor be entitled to, employment with Training Site at the conclusion of the Field Experience or at any other time.

10. Student acknowledges and agrees that the training and supervision provided to Student is solely for Student's benefit, and Training Site does not derive an immediate advantage from the Student's activities; in fact, on occasion, Training Site's operations may be impeded. However, Training Site desires to provide a public service by assisting in education and training of students, and may expend resources to support Student's Field Experience.

11. Student agrees to perform diligently the work-based training experiences. Work-based training experiences will be assigned by Training Site and performed according to the same Training Site policies and regulations applicable to regular employees. Student agrees to abide by Training Site's policies, procedures and regulations.

12. Student agrees that Student is acting under this Agreement as a Student, and shall not be entitled to any collective bargaining rights under this Agreement as afforded to employees. Notwithstanding the foregoing, nothing in this Agreement is intended to interfere with the obligations of either Training Site or Student under the applicable terms of an applicable collective bargaining agreement, if any, with a labor organization. Either Training Site or Student, or both of them, may deem it necessary to notify immediately the appropriate labor organization of this Agreement.

13. Student agrees to change clothing and wear appropriate identification badges to signify that Student is a student when participating in the Field Experience, and to signify that Student is an employee when working at Training Site during times not constituting Field Experience.

14. Either Training Site or Student may terminate this Agreement at any time, and each agrees to give the other reasonable notice of no less than five (5) working days prior to termination date.

15. Training Site and Student agree that, if any portion of this Agreement is found to be void and unenforceable, the remaining portions shall remain in full force and effect.

STUDENT

Name: Date

TRAINING SITE

Name: Date
Title:

ITEM 17

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

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Thomas Dwiggins, Fire Chief
From: Keith Hargis, Assistant Fire Chief
Subject: Resolution No. 5447 adopting an agreement between the City of Chandler and Banner Health to train Chandler Fire Department paramedic students during their required clinical rotations

Proposed Motion:

Move City Council pass and adopt Resolution No. 5447, authorizing the City of Chandler to enter into agreement with Banner Health to train Chandler Fire Department paramedic students during their required clinical rotations.

Background:

For ten years, Chandler Fire Department (CFD) has conducted a paramedic training program in conjunction with Phoenix College. Through a rigorous 10-month course conducted within the Department, firefighters have become certified as paramedics.

To reduce costs and provide CFD firefighters an optimal education, the Department is applying for accreditation through the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for its own paramedic program. Currently, CFD has been approved by CAAHEP to begin the Letter of Review (LoR) process, which requires CFD to enter into agreements with local hospitals to fulfill the clinical training component of the paramedic program. Resolution No. 5447 allows CFD to enter into an agreement for clinical training with Banner Health.

The term of the agreement is six years and may be terminated by either party upon thirty days' notice to the other party. This agreement fulfills CAAHEP accreditation guidelines and allows CFD paramedic students to perform clinical rotations at the health center.

Financial Implications:

No financial implications.

Attachments

Resolution No. 5447
Banner Health Agreement

RESOLUTION NO. 5447

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN AGREEMENT BETWEEN THE CITY OF CHANDLER AND BANNER HEALTH TO TRAIN PARAMEDIC STUDENTS TO MEET THEIR REQUIRED CLINICAL TRAINING ROTATIONS.

WHEREAS, Chandler Fire Department (CFD) has conducted a paramedic training program in conjunction with Phoenix College for the last ten years and it certifies its own firefighters as paramedics through a rigorous 10 month course completed in-house; and

WHEREAS, Chandler Fire Department is in the process of applying for accreditation from the Commission on Accreditation of Allied Health Education Programs (CAAHEP) for its in-house paramedic program; and

WHEREAS, Chandler Fire Department desires to obtain accreditation because it will ensure that CFD's paramedic students graduate from a quality program by ensuring that instructors possess adequate qualifications and academic credentials to teach and accreditation protects the public by ensuring that paramedics are properly trained and are certified as possessing the minimum level of competency; and

WHEREAS, Banner Health has agreed to provide the requisite clinical training and education portion for paramedic students for those students to meet paramedic program requirements; and

WHEREAS, the parties agree that the sole purpose of the agreements is to train paramedic students, and not to provide a service. The parties are not business associates under the Health Insurance Portability and Accountability Act.

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

Section 1. Adopts the Agreement attached hereto.

Section 2. Authorizes and directs the City Manager, or designee, to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this 25th day of March 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 5447 was duly passed and adopted by the Council of the City of Chandler, Arizona, at a regular meeting held on the 25th day of March , 2021, and that a quorum was present at the meeting.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

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TRAINING PROGRAM AFFILIATION AGREEMENT
(Banner Health Agreement Number 0101-03-120253)

THIS TRAINING PROGRAM AFFILIATION AGREEMENT (this "Agreement") is entered into as of the later of the signature dates set forth below (the "Effective Date"), by and between the Chandler Fire Department ("Vendor") and Banner Health, an Arizona nonprofit corporation ("Banner").

RECITALS:

A. Vendor wishes to procure health-care related training opportunities and clinical experiences (each, a "Rotation" and, collectively, the "Rotations") for qualified EMT employees of Vendor (each, a "Participant" and, collectively, the "Participants").

B. Banner operates hospitals, physician clinics, and other health care facilities in Arizona (each, a "Facility" and, collectively, the "Facilities").

C. Banner wishes to cooperate with Vendor in the provision of Rotations at its Facilities.

D. The Rotations will be of mutual interest to Vendor and Banner.

E. Vendor and Banner wish to enter into this Agreement to set forth the terms and conditions of the Rotations.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. Term and Termination. The term of this Agreement shall begin on the Effective Date and shall continue for a period of six years, unless sooner terminated in accordance with the terms hereof. This Agreement may be terminated by either party at any time without cause by giving the other party at least 30 days prior written notice. In the event of a material breach of any provision of this Agreement, the aggrieved party may terminate if the breaching party fails to cure the breach within 15 days of the aggrieved party's written notice. The parties acknowledge that this Agreement is subject to cancellation by the Agency under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

2. Vendor's Obligations.

A. Program Director. Vendor will provide a supervisory staff member (the "Program Director") whose responsibilities will include: (1) coordinating the educational components and scheduling of the Rotations; (2) making arrangements for the adequate orientation of Participants to the Rotations, the applicable Facility, Banner policies, and the proper channels of communication; (3) facilitating the exchange of necessary information between Vendor staff and Banner staff; (4) communicating changes in Banner policies and programs to Participants; (5) communicating educational standards and requirements applicable to the Rotations to Participants and Banner staff; (6) notifying Banner of any incidents Vendor becomes aware of which could affect a Participant or a Rotation, such as a license-related issue; (7) acknowledging and addressing any Rotation-related incidents reported to Vendor by Banner, such as unprofessional behavior of a Participant; and (8) ensuring that any Vendor staff participating in a Rotation completes an orientation at the applicable Facility.

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B. Participants. Vendor will be responsible for the creation, maintenance, and storage of each Participant's clinical training record. Vendor will only refer those employees for a Rotation who are qualified and in good standing with Vendor. Vendor is required to submit, or cause to be submitted, verification of good standing upon request.

C. Records of Didactic Training. Vendor will be responsible for providing each Participant with equipment training prior to a Rotation. Vendor must supply proof of a Participant's equipment training completion upon request.

D. Confidentiality and Nondisclosure. Vendor acknowledges that Vendor and the Participants may have access to confidential and proprietary information of Banner (the "Proprietary Material") through their participation in the Rotations. Vendor and the Participants will keep confidential all Proprietary Material by exercising the same degree of care toward such material as Vendor does with respect to its own confidential and proprietary information of like importance, but, in any case, using no less than a reasonable degree of care. Neither Vendor nor any Participant will disclose, distribute, publish, transmit, transfer or disassemble the Proprietary Material or use the Proprietary Material for the benefit of Vendor, any Participant or any other party, except in furtherance of their respective obligations under this Agreement. Vendor will limit access to the Proprietary Material to only those individuals who need to know such information for carrying out Vendor's obligations hereunder. Vendor will ensure that its personnel, agents, consultants and representatives who are given access to the Proprietary Material will be bound by and comply with the terms of this Agreement. The nondisclosure provisions of this Agreement will be in effect during the term of this Agreement and will survive termination, and the duty of Vendor and the Participants to hold the Proprietary Material in confidence will remain in effect until the Proprietary Material no longer qualifies as confidential information or a trade secret under applicable law. For purposes hereof, the Proprietary Material includes, but is not limited to, documents, records, reports, data, patient health information, demographic information, plans, concepts, ideas, processes, procedures, policies, designs, discoveries, inventions, marketing plans, methodologies, specifications, and other business information relating to Banner's business, assets, operations or contracts, regardless of whether such information has been expressly designated as confidential or proprietary. The Proprietary Material may be provided in written, oral, electronic or other form. The Proprietary Material will not include any information that (a) is now or becomes generally known or available to the public through no fault of Vendor; (b) was known by Vendor before receipt from Banner without any obligation of confidentiality; (c) is rightfully obtained by Vendor from a third party without breach of any obligation to the disclosing party; or (d) is independently developed by Vendor without use of or reference to any of the Proprietary Material.

E. Liability Insurance.

i. Professional Liability Insurance. Vendor will secure and maintain professional liability coverage for Vendor and the Participants with limits of $1,000,000.00 per claim and $3,000,000.00 in the annual aggregate. Upon request, Vendor will provide Banner with a certificate of insurance confirming such coverage and will provide Banner with 30 days' advance written notice of cancellation or substantial change in such coverage.

ii. General Liability Insurance. Vendor will secure and maintain comprehensive

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general liability coverage, including blanket contractual liability, with limits of liability of $1,000,000.00 per claim and $2,000,000.00 in the annual aggregate, and workers' compensation insurance as required by law. Vendor will provide Banner with a certificate of insurance confirming such coverage upon request. Vendor will maintain such coverage throughout the term of this Agreement and will provide Banner with 30 days' advance written notice of cancellation or substantial change in such coverage.

F. Health Standards. Banner has implemented health standards for all individuals providing services within a Facility. Prior to any of the Participants or Vendor staff participating in a Rotation, Vendor will ensure their compliance with such standards, which may include, but are not limited to, drug screening, annual influenza immunizations, and Measles, Mumps, and Rubella (MMR), Varicella, and Tuberculosis (TB) health standards, by the annual deadlines established by Banner or have a valid medical or religious exemption. Vendor will provide proof of such tests upon request and will maintain proof of such exemptions (as applicable) and provide such proof to Banner upon request. Banner's current health standard requirements are on Exhibit A, attached hereto and incorporated by reference. In addition, Vendor will ensure that all Participants and Vendor personnel entering a Facility are in full compliance with masking and other policies and procedures of Banner designed to minimize or prevent the spread of infection. Failure by Vendor to comply with this requirement will be grounds for immediate termination of this Agreement.

G. Drug Screening. Vendor will notify all Participants of Banner's policy regarding "for cause" drug screening. While participating in a Rotation, the Participants must, if requested by Banner, submit to "for cause" drug screening in a similar manner and under policies similar to those affecting employees of Banner. The results of the drug screening may be disclosed in the event of a claim against Banner arising out of the acts of the Participant. Prior to a Rotation, Vendor will cause each Participant to: (a) agree in writing that Banner may, at any time, require a "for cause" drug screen; (b) execute a consent for release of the results of the drug screening information to Banner; and (c) acknowledge that the Participant may be precluded from participating in the Rotation if a request for a "for cause" drug screening is declined or if the Participant does not execute a consent for release.

H. Electronic Medical Record Training. The Participants may be required to complete electronic medical record training on or before the first day of a Rotation. Vendor will provide specific information to enable Banner to enroll each Participant in the Banner electronic medical record system(s).

I. Banner's Ethics and Compliance Requirements. Banner has implemented a corporate compliance program to ensure compliance with federal, state, and local laws and regulations. Upon request, Vendor will provide an attestation stating that those Participants, employees and agents who, in Vendor's discretion, are responsible for providing or directing patient care items or services or billing or coding functions on behalf of Banner have received, on an annual basis, compliance training on Banner's compliance program, Banner's Corporate Integrity Agreement, and applicable federal health care program requirements**,** including the requirements of the Anti-Kickback statute and the Stark law.

J. Participant Obligations. Vendor will be responsible for advising the Participants of, and

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ensuring Participant compliance with, their obligations under this Agreement, and all obligations to patients in the clinical education process, which will include but not be limited to:

i. Complying with the administrative policies, standards, practices, parking rules and all other regulations in effect at the applicable Facility;

ii. Wearing clean and appropriate clothing (no jeans, shorts, sleeveless shirts, false nails, or facial jewelry), and shoes that are enclosed;

iii. Reporting to the applicable Facility on time;

iv. Conforming to the standards and practices established by Vendor while rotating at a Facility, to the extent that those standards and practices do not conflict with those of Banner;

v. Complying with current Banner identification badge requirements;

vi. Not accessing the Facility's physician parking area or physician lounge; and

vii. Completing a Banner orientation, which may include online lessons further describing Banner's policies and procedures.

K. Housing and Transportation. Provisions for Participant housing and transportation will be the responsibility of the Participant or Vendor.

L. Evaluation of Banner. Vendor will ensure that each Participant and the Program Director (or an authorized designee) complete a Banner evaluation of each Rotation. Banner will make an evaluation form available to each Participant and to Vendor.

3. Banner's Obligations.

A. Patient Care Standards. Banner will be responsible for the quality and provision of clinical services to all of its patients, including those patients treated during a Rotation.

B. Site Coordinator. Banner will provide a Banner staff member with sufficient educational background and experience to assist in the organization and management of each Rotation (the "Site Coordinator"). The Site Coordinator will be responsible for managing and overseeing the obligations and duties described in this Agreement and will act as a liaison between the Vendor and the Facility.

C. Oversight Responsibility. Banner is responsible for the supervision of Participants assigned to a Rotation under this Agreement. Neither Vendor nor the Participants are responsible for the individual care of Banner's patients, and individual patient care is not covered, supervised, or paid for by Vendor or its staff. Vendor does not derive direct revenue from patient care activity at the Facilities. Participants will not have implied, presumptive or apparent authority or independent health care responsibilities for Banner's patients and are not to be considered as ostensible agents, independent health care providers, patient advocates, employees or agents of Banner Health, or individuals practicing in an extended role while providing health care under the terms of this Agreement.

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D. Inspection for Accreditation. Banner will, upon reasonable request, permit the inspection of a Facility, its records and other items pertaining to a Rotation, by Vendor or its accrediting agencies.

E. Facility Access. Participants will have access to the designated areas and service departments of the Facility during periods of actual instruction or preparation and practice courses in the clinical areas. Except as provided herein, access of Participants will be restricted to teaching areas, laboratories, library, dining facilities, medical records, office and other
designated areas provided by Banner.

F. Insurance.

i. General Liability Insurance. Banner will secure and maintain comprehensive general liability coverage, including blanket contractual liability, with limits of liability of $1,000,000.00 per claim and $2,000,000.00 in the annual aggregate, and workers' compensation insurance as required by law. The parties agree that Banner may choose to self-insure such coverage. Banner will provide Vendor with a certificate of insurance or self-insurance letter confirming such coverage upon request. Banner will maintain such coverage throughout the term of this Agreement and will provide Vendor with 30 days' advance written notice of cancellation or substantial change in such coverage.

ii. Professional Liability Insurance. Banner will secure and maintain professional liability coverage with limits of $1,000,000.00 per claim and $3,000,000.00 in the annual aggregate. The parties agree that Banner may choose to self-insure such coverage. Upon request, Banner will provide Vendor with a certificate of insurance or self-insurance letter confirming such coverage and will provide Vendor with 30 days' advance written notice of cancellation or substantial change in such coverage.

G. Program Planning. Banner will provide each Participant with a planned program of hands-on experience, consistent with the educational objectives established by the Vendor for the Rotation.

H. Orientation. All Participants are required to attend a Banner orientation. Banner will provide each Participant with access to pertinent rules and regulations, including applicable confidentiality rules and regulations and procedures regarding patient health information.

I. Evaluation of Participant Performance. Banner will participate in the evaluation of each Participant's performance upon completion of a Rotation as requested by Vendor. Vendor will provide applicable evaluation forms to Banner.

J. Billing and Collection. Banner will be solely responsible for billing for the professional services rendered by Banner and will have the exclusive right to collections therefrom.

4. General Provisions.

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A. Independent Contractor Status. Vendor is an independent contractor to Banner. Neither Vendor nor any Participant is deemed an employee of Banner. Nothing in this Agreement creates an employer-employee relationship, partnership, franchise, joint venture or agency relationship between the parties, and Vendor will not represent to any third party that any such relationship exists. Vendor has and will retain the right to exercise full control over the employment, direction, compensation and discharge of the Participants. Vendor will be solely responsible for the payment of all social security, self-employment, federal, state and local income taxes, disability insurance, workers' compensation insurance, fees, licenses and any other statutory benefits provided to the Participants. Vendor will hold Banner harmless for Vendor's failure to comply with any of its obligations under this Section 4(A).

B. Cost of Rotations. Each party will pay all of its own costs associated with its participation in the Rotations.

C. Scheduling. Rotations will be scheduled as mutually agreed upon by Banner and Vendor and in accordance with the educational goals and objectives of Vendor. Banner may, in its sole discretion, limit the number of Participants in any Rotation, decline to schedule a Rotation, and designate or change the patients, patient groups, and clinical areas to be included in a Rotation. Vendor and Participants will comply with all such designations, restrictions and limitations imposed by Banner.

D. Indemnification. To the extent permitted by applicable law, and without waiving any rights under any applicable state governmental immunity statute, each party will indemnify, defend and hold harmless the other party for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorneys' fees resulting from, or claimed to have resulted from, any intentional or negligent acts or omissions of the indemnifying party or its employees or agents engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based. Where both parties, including their respective employees or agents, participated in the liability causing event, each party will contribute to the common liability a pro rata share based upon its relative degree of fault.

E. Scope of Rotation Experience. Vendor will provide the Site Coordinator with a current copy of the applicable educational objectives for each Rotation. Vendor will supply such materials and Participant names no less than 14 working days prior to commencement of a Rotation. Banner may, in its reasonable discretion, restrict the activities during the Rotation, and will only be obligated to allow Participants to perform those activities associated with the Rotations that have been agreed upon by Banner and Vendor.

F. Request for Withdrawal of Unsatisfactory Participants. At any time during the term of this Agreement, Banner may request that Vendor withdraw from a Rotation any Participant whose (i) conduct adversely affects or in any way prevents desirable relationships within Banner, (ii) whose health status is a detriment to the successful completion of the Rotation or to the welfare of patients, or (iii) whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards. In the case of such a request, Vendor will immediately withdraw the Participant from the Rotation. However, Banner, in its sole discretion, may take independent corrective action, including summary removal of any Participant whose behavior or conduct is an immediate threat to the health and well-being of Banner or its patients. In that event, Banner will

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notify Vendor immediately thereafter.

G. Applicable Standards. Both parties will comply with all standards applicable to the Rotations, as such standards may be amended from time to time, including, but not limited to, the following: (i) the standards of The Joint Commission and other accreditation agencies; (ii) federal, state and local government laws, rules and regulations; and (iii) third party payor standards and requirements.

H. OSHA Guidelines and Training. Vendor will comply with the Occupational Safety and Health Act ("OSHA") bloodborne pathogen regulations and agrees to provide comprehensive infection control training to all Participants that would be at risk for exposure to bloodborne pathogens. The training shall include instruction on bloodborne pathogens and OSHA bloodborne pathogen regulations, standard precautions, tuberculosis, tuberculosis prevention and control measures, and appropriate use of personal protective equipment. No Participant will be allowed exposure to patients with known tuberculosis during the Rotation. If the Rotation requirements include access and experience with patients in isolated rooms due to an airborne infectious disease, Vendor must provide or ensure that the Participant has obtained a respiratory mask-fit testing as required by OSHA.

Upon report of occupational exposure to blood or bodily fluids by a Participant during a Rotation, Banner agrees to provide post-exposure evaluation, source patient testing, and initial prophylactic treatment according to the most recent Center for Disease Control guidelines. Banner shall not provide HIV or Hepatitis B follow-up. The exposed Participant shall be responsible for follow up with his/her own physician or other medical personnel. Banner shall not be responsible for payment of any prophylactic treatment or any additional follow up care, care from other providers, or care provided beyond the first week following the exposure.

I. Health Insurance Portability and Accountability Act (HIPAA) Compliance. Vendor will direct all Participants to comply with the policies and procedures of Banner, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Participants' role in relation to the use and disclosure of Banner's protected health information, the Participants are defined as members of Banner's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Participants are not and will not be considered to be employees of Banner. Prior to beginning a Rotation, each Participant may be required to sign a confidentiality agreement.

J. Family Educational Rights and Privacy Act. Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (Buckley Amendment) in the handling of Participant educational records. Both parties will allow employees and agents of the other party access to the educational records maintained by the other party in properly as necessary for administering their duties and obligations under this Agreement and to the individual Participants. It is also agreed that each party will thoroughly orient their employees and agents of their obligations under the Family Educational Right and Privacy Act and will maintain their practices in strict accordance with the requirements of said Act. Each party will not be permitted to authorize any further disclosure of Participant educational records owned by the other party to persons or entities not a party to this Agreement without first having received permission of the owning party and having

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obtained assurances that the outside party has fully complied with the provisions of the Family Educational Rights and Privacy Act. Any permitted disclosure to persons or entities not a party to this Agreement will be under the conditions that no further disclosure by such parties will be permitted.

K. No Federal Exclusion or Preclusion. Vendor hereby states that, to the best of its knowledge, neither Vendor nor any Participant, officer, director, or trustee of Vendor, nor any immediate family or household member (as that term is defined by Public Law 105-33, §4303) of such officer, director, or trustee, nor any employee responsible for the performance of the obligations of Vendor hereunder (each a "Relevant Party") has been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to provisions of 42 U.S.C.§1320a.7 or been excluded from government contracts by the General Services Administration (GSA), and that no such action is pending. If, during the term of this Agreement, Vendor or any Relevant Party is placed on the sanctions list, Vendor will immediately notify Banner in writing of the event and such notice will contain reasonably sufficient information to allow Banner to determine the nature of the sanction. Banner will have the right to terminate this Agreement immediately by written notice to Vendor if a Relevant Party is placed on the sanctions list or banned from government contracts by the GSA.

L. Mutual Indemnification. Each party will indemnify, defend, and hold harmless the other party for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorneys' fees resulting from, or claimed to have resulted from, any intentional or negligent acts or omissions of the indemnifying party or its employees or agents engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based. Where both parties, including their respective employees or agents, participated in the liability causing event, each party will contribute to the common liability a pro rata share based upon its relative degree of fault.

M. Physician Ownership. Vendor expressly represents and warrants that one of the following provisions applies: (i) no physician, no physician organization and no member of any physician's immediately family owns or holds an ownership or financial interest in Vendor, including any affiliated or related entity or person, that is not the subject of an exception or "safe harbor" under applicable law, such as the exception for publicly-traded securities under 42 C.F.R. §411.356(a); or (ii) that Vendor is a publicly traded company and is the subject of an exception under 42 C.F.R. § 411.356(a)(1) and (a)(2); or (iii) one or more physicians or a member of a physician's immediate family own or have a financial relationship with Vendor, and this Agreement is the subject of an arms-length negotiation and is for fair market value compensation, is not tied to or based on an expectation by Banner that Vendor or Vendor's physician owners shall refer patients to Banner, and that the volume or value of referrals by any physician is not a part of the consideration for this Agreement.

N. Change in Law. If any new federal or state law, regulation or rule is enacted, or if there is a change in any federal or state law, regulation or rule that affects this Agreement, the activities of either party under this Agreement, or either party's performance or ability to perform under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, and either party reasonably believes in good faith that such change shall have a substantial, adverse effect on such party's business operations or its rights or obligations under this Agreement, then such party may,

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upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If (a) the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of (i) 45 days after the date of the notice seeking renegotiation, or (ii) the effective date of the change, or (b) the change is effective immediately, then either party may immediately terminate this Agreement upon written notice of such termination to the other party.

O. Recordkeeping Requirements. Each party's respective employment, healthcare and record keeping practices will conform to all federal, state and local statutes, ordinances, rules and regulations. Upon reasonable request, each party will provide the other with any information or certificates which may be required to prove compliance with such statutes, ordinances, rules and regulations or for licensure, accreditation, and quality assurance purposes. Banner will not be required to prepare or maintain any records with respect to Participants engaged in Rotations. Vendor will not be required to keep or maintain any patient records.

P. Notice. Any notice required to be given under this Agreement will be in writing, and will be deemed delivered to the party to whom the notice is sent (a) when personally delivered, (b) one business day after the same is sent by overnight delivery service, or (c) three days after the same is sent by certified mail, postage prepaid, addressed to such party at the address that follows or to such other address as such party may hereinafter designate in writing:

If intended to Vendor:	Chandler Fire Department 175 S. Arizona Ave. Chandler, AZ 85225 Attn: Fire Chief
If intended to Banner:	Banner Health 2901 N. Central Ave., Suite 160 Phoenix, AZ 85012 Attn: Banner Center for Health Careers Department
With a copy to:	Banner Health 2901 N. Central Ave., Suite 160 Phoenix, AZ 85012 Attn: General Counsel

Q. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Any transactions or series of transactions that would result in a change of control of Vendor will constitute an assignment for the purpose of this Section 4(Q). If consent to an assignment is obtained, this Agreement is binding on the assigns of the parties to this Agreement. Notwithstanding anything to the contrary in this Agreement, Banner may assign or otherwise transfer its interest under this Agreement to any "related entity" without the consent of the other party. For the purposes of this Section 4(Q), a related entity will be deemed to include a parent, a subsidiary, any entity that acquires all or substantially all of Banner's assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving Banner.

R. Governing Law. This Agreement will be governed by the internal substantive law of the State of Arizona, without regard for the conflict of law principles thereof.

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S. Integration and Amendment. This Agreement and any Exhibits contains the entire agreement between the parties with respect to the subject matter hereof. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by a written instrument signed by both parties to this Agreement. Any other arrangements between the parties are the subject of one or more separate agreements, all of which are listed in one or more databases maintained by Banner.

T. Counterparts. This Agreement may be executed in one or more copies or counterparts, each of which when signed will be an original, but all of which together will constitute one instrument. Signatures submitted via telecopy or electronic signature will have the same force and effect as original signatures and, as such, will be valid and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by signature of their duly authorized representative as of the signature dates set forth below, to be effective as of the Effective Date.

Banner	**Vendor**
Banner Health	**Chandler Fire Department**
Naomi Cramer	
By: Naomi D. Cramer	By: Joshua Wright Its: Acting City Manager
Its: Chief Human Resources Officer	
Signature Date: February 17, 2021 | 1:54 PM MST	Signature Date:
	By: Tom Dwiggins
	Its: Fire Chief
	Signature Date:

DocuSign Envelope ID: 160792A9-0E47-4EBB-AC7A-981883A8ED4B

EXHIBIT A
Health Standards

The Health Standards include without limitation:

1. Proof of immunity or immunization to varicella;

2. Proof of immunity or immunization to measles, mumps, and rubella;

3. Annual TB screen;

4. Hepatitis B vaccination series, or signature by individual on a waiver declining the series, is required;

5. Proof of a recent negative result from an IGRA test (Quantiferon, T-Spot); or current Mantoux method PPD two (2)-step testing process which includes: First step completed within twelve (12) months prior to the commencement of the student's Rotation. The second step must have been completed within one (1) to three (3) weeks after the first step was administered. In the event the PPD two (2)-step testing process was not administered during the previous twelve (12) months, the PPD two (2)-step testing process is required prior to the commencement of student's Rotation;

6. For each student who shall be in a Facility, Educational Institution shall provide to Banner proof of student's annual influenza (flu) vaccination administered on or before December 1st of each calendar year or other date as mandated by Banner's occupational health and infection prevention standards. Banner shall accept a receipt of payment for vaccination or a copy of a student's consent to receive the immunization as proof of vaccination. Exemption to immunization may be granted by Banner for medical contraindications (including disabilities) or religious beliefs. To qualify for such an exemption, a student must complete the form* and submit it to the email address or fax number provided on the form. Students who are approved for "Exempted Status" are required to wear a surgical mask during influenza season at all times while in a Facility except while eating in a cafeteria, break room or conference room (except when patients are present). The surgical masks shall be supplied by Banner at no cost to Educational Institution and shall be readily available in all Banner clinical facilities; and

7. Proof of a recent negative 10 panel Urine Drug Analysis; and

8. Such other specific test or Health Standard as Banner may request from time to time.

*The following forms shall be provided upon request:

Exemption from Seasonal Influenza Vaccination for Religious Beliefs
Exemption from Seasonal Influenza Vaccination for Medical Contraindication

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CHANDLER arizona
Community of Innovation

City Council Memorandum **Human Resources** **Memo No.** N/A

Date:	March 25, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager
From:	Rae Lynn Nielsen, Human Resources Director
Subject:	Temporary Services

Proposed Motion:

Move City Council approve Agreement No. HR9-962-4000, Amendment No. 2, with Devau Human Resources, for temporary staffing services, in an amount not to exceed $1,097,000, for a one-year period, April 1, 2021, through March 31, 2022.

Background/Discussion:

Temporary staff is utilized by the Community Services Department to fill short-term staffing needs such as class instructors, coaches, sign language interpreters, swim coaches, library aides, teachers, and production assistants. Other City departments that require temporary positions not available through temporary agencies under State contract also utilize this contract to fill those temporary staffing needs. The contract was originally established when the IRS determined in December 1992 that a number of temporary employees used by City departments should, in fact, be appointed contract employees through a temporary employment agency. The Human Resources Division monitors the use of this agreement to ensure that it is used exclusively for this purpose.

Evaluation:

On March 14, 2019, City Council approved an agreement with Devau Human Resources, for temporary staffing services, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year at the same terms, conditions, and pricing.

Financial Implications:

Funds for temporary staff will be from various departments' contract services fund accounts (5219), except for the Housing Division, which will utilize HUD funds.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1061.5219	General Fund	N/A	$48,000	N
101.1100.5219	General Fund	N/A	$140,000	N
101.2015.5219	General Fund	N/A	$45,000	N
101.4310.5219	General Fund	N/A	$75,000	N
101.4520.5219	General Fund	N/A	$55,000	N

101.4530.5219 General Fund	N/A	$55,000	N
101.4550.5219 General Fund	N/A	$220,000	N
101.4551.5219 General Fund	N/A	$200,000	N
101.4555.5219 General Fund	N/A	$14,000	N
219.4700.5219 CDBG Fund	N/A	$30,000	N
224.4650.5219 PHA Family Sites Fund	N/A	$20,000	N
227.4650.5219 PHA Elderly & Scattered Sites Fund	N/A	$20,000	N
233.4650.5219 PHA Section 8 Vouchers Fund	N/A	$30,000	N
625.3700.5219 Solid Waste Operating Fund	N/A	$145,000	N

Attachments

Amendment
Department Usage Report

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: March 25, 2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
TEMPORARY STAFFING SERVICES
CITY OF CHANDLER AGREEMENT NO. HR9-962-4000

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Devau Human Resources (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for temporary staffing services (Agreement); and

WHEREAS, the term of the Agreement was April 1, 2019 through March 31, 2020, with the option of up to four one-year extensions; and

WHEREAS, the Parties executed the first option to extend the Agreement through Amendment No. 1 for the term of April 1, 2020 through March 31, 2021; and

WHEREAS, the Parties wish to exercise the second option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 2 by this reference. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $1,097,000.

3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period, April 1, 2021 through March 31, 2022.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: _____

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

DEPT/DIVISION	EST DOLLAR AMT - NEW CONTRACT TERM 4/1/20 - 3/31/21 (1 year total)	DESCRIPTION
4520 Aquatics	$55,000	Employees to assist in maintaining aquatic centers and fountains
1100 Center for the Arts	$140,000	Box Office, Production, Custiodial and Vision Gallery during shows and gallery
2210-2206 Fire Administration	$0	Temp administrative work, data entry, record review and other clerical tasks at Fire HQ
4650 Housing	$100,000	Youth program temps, hearing officer, and admin consulting
4310 Library	$75,000	Greeters for Sunset Library, Security for Downtown, Basha, Hamilton and Sunset
4530 Parks	$55,000	Temporary Groundskeepers
4551 Recreation (Snedigar, Tennis, Tumbleweed)	$200,000	Instructors for Community Recreation Programs, camps and fitness programs
4550 Recreation (Community Recreation Programs)	$220,000	Community Recreation Programs, Camps, Fitness Programs
4555 Recreation (Nature and Facilities)	$14,000	Instructors for EEC, Community Center and Sr. Center
3700 3720 Solid Waste	$145,000	Technical support for Solid Waste software program
2015 2050 Police	$45,000	Grant administration, background investigation
1061 Neighborhood Resources	$48,000	Temp Graffiti Abatement tech and administrative assistance
	$1,097,000	

CHANDLER arizona
Community of Innovation

City Council Memorandum **Information Technology** **Memo No.** N/A

Date:	March 25, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Sandip Dholakia, Chief Information Officer
From:	Andy Sandoval, IT Principal Systems Specialist
Subject:	Purchase of Servers and Storage

Proposed Motion:

Move City Council approve the purchase of servers and storage from vCore Technology Partners utilizing Omnia Partners Contract No. R191902 in the amount of $320,000.

Background/Discussion:

As demand for data storage and server resources increase, the need to ensure that the overall available capacity is adequate is a top priority for the Information Technology Department's infrastructure team. As such, staff recommends the purchase of additional overall server and data storage capacity for Citywide applications such as MyTimekeeper, Lucity, Accela. This action will ensure resources are available for new service deployment and planned upgrades to existing applications. This capacity increase will include the standard five (5) years of support and maintenance.

Evaluation:

Omnia Partners competively solicited and awarded a contract for software solutions and services. The City has a current Intergovernmental Agreement with Omnia Partners allowing for the cooperative use of their contracts.

Staff recommends cooperative use of this contract because of the combined volume discounts available through the cooperative contract. The contract is valid through April 30, 2023.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
403.1290.6315.0.0.0	Technology Replacement	N/A	$200,000	N
401.1287.6315.0.6IT097	General Government Capital Projects	Citywide Technology Infrastructure	$120,000	Y

ITEM 20

CHANDLER arizona
Community of Innovation

City Council Memorandum **Information Technology** **Memo No.** N/A

Date:	March 25, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Sandip Dholakia, Chief Information Officer
From:	Kerstin Nold, IT Services Manager
Subject:	Agreement No. IT1-910-4232, Amendment No. 1

Proposed Motion:

Move City Council approve Agreement No. IT1-910-4232, Amendment No. 1, with WorkGroup Connections, Inc., for Office 365 Implementation and Migration Design Plan, in the amount of $140,000, for additional email data migration services.

Background/Discussion:

In alignment with the Citywide Strategic Framework, technology is utilized to support innovations that enable the City to work smarter and better engage with the community. In June 2020, the O365 project team completed the design phase of the project. In August 2020, City Council approved an agreement with Work Group Connections, Inc., for Office 365 implementation and migration design plans. After conducting a thorough email data analysis, staff recommends the migration of limited email data from Lotus Notes/Domino to the new Office 365 email system. This process will ease the transition for the users with minimal impact to the overall project.

Evaluation:

On August 27, 2020, City Council approved an agreement with WorkGroup Connections, Inc., for Office 365 implementation and migration design plans. The original contract did not include any plans or funding for migration of existing user email data. This amendment includes migration of existing user email data from Lotus Notes to the new Office 365 email system.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1287.5219.0.6IT093	General Government Capital Project	User Productivity Improvements	$140,000	Y

Attachments

Agreement 4232 Amendment No.1

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: 3/25/21

AMENDMENT TO CITY OF CHANDLER AGREEMENT
OFFICE 365 IMPLEMENTATION & MIGRATION DESIGN PLAN
CITY OF CHANDLER AGREEMENT NO. IT1-910-4232

THIS AMENDMENT NO. 1 is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and WorkGroup Connections, Inc. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20____ (Effective Date).

RECITALS

WHEREAS, on or about September 2, 2020, the Parties entered into an agreement for services to assist with the citywide Office 365 implementation and migration (Agreement); and

WHEREAS, the original agreement did not include any services to migrate existing user mail data; and

WHEREAS, the Parties now wish to add migration of existing email data from Lotus Notes/Domino to the new Office 365 email system.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Exhibit A to Agreement Scope of Services is amended to include the following:

Description of Services Overview: O365 Mail Data Migration
This scope of service outlines additional migration tasks to include the following: current HCL Notes/Domino mail and contacts to O365, excluding User's Calendar Events and any Archived mail.

Mail Data Migration Services to be provided:

1. Installation and configuration of additional Binary Tree client migration workstations, the creation of replica copies of Notes mail databases on the Journaling/Staging server.
2. Two (2) Data migration passes. One migration pass will occur prior to the cutover with a follow up pass during the cut over weekend.
3. The starting point for planned amount of data to migrate is 2408 Mail Databases, with a starting size of approximately 900 GB, as reported by the City of Chandler as of February 12, 2021.
4. Contractor understands that this data amount calculation will fluctuate over the next two months and small increases will be accommodated. If the amount of data to migrate increases significantly, additional time and costs will be required. The table below outlines an increase in estimated costs

and project timeline that would be incurred with varying increases in the amount of data required to migrate:

Data/GB	BT Setup Costs	Data Migration Cost	Total Cost	Total Weeks	% Increase
0 to 900	$6,720	$38,400	$45,120	6 to 8	0
901 to 1200	$6,720	$51,840	$58,560	8 to 10	33%
1201 to 1800	$6,720	$65,280	$72,000	9 to 11	67%
1801 to 2000	$6,720	$78,720	$85,440	10 to 12	100%

Cost/GB = $42.67
Cost/10 GB = $427.67

3. Exhibit B to Agreement Compensation and Fees is amended to include the following:

Estimated Contract Length:	Approximately 6 to 8 Weeks
Estimated Project Costs: Binary Tree Licensing/Setup: O365 Mail Data Migration: Professional Services:	**Not to exceed $140,000** $ 6,720 $78,720 for up to 2000 Data/GB $54,560
Estimated Travel & Living Expenses:	No Travel Expenses are Anticipated.
Assignment Start / End Dates:	Start Date estimated to be March 1, 2021
Bill to Client Name:	The City of Chandler
Bill to Address:	275 E Buffalo St
City, State and Zip:	Chandler, AZ 85224
Contractor Contact's Name/Email/Phone:	*Pam Mayer, pmayer@wgcinc.com, 314.436.2233*
Contractor Approver's Name/Email/Phone:	*Carol Schreiber, cschreiber@wgcinc.com, 314.436.2233*
Company Contact's Name/Email/Phone:	*Kerstin Nold, Kerstin.nold@chandleraz.gov, 480.782.2490*
Company Approver's Name/Email/Phone:	*Sandip Dholakia, sandip.dholakia@chandleraz.gov, 480.782.2441*

Project Requirements/Assumptions:

- Access to additional Windows server(s)/client(s) to host Binary Tree migration workstations. The # to be determined once a benchmark has been set after testing.
- Access to the COC Domino Journal server for hosting replica copies of mail dbs that will be migrated.

- Average user has 90 Days of mail stored in their production mail database, maintained by a 90-Day Archive policy applied.
- *Any mailboxes that will be an exception to the 90-day archiving rule could affect the timeline and will need* to be provided in advance by COC so there is adequate time to migrate the data prior to the cut over.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Pam Mayer

Its: Technical Services Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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Community of Innovation

City Council Memorandum **Management Services** **Memo No.** N/A

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director
From: Christina Pryor, Purchasing and Material Manager
Subject: Agreement No. WH7-670-3783, Amendment No. 4, for Plumbing and Irrigation Supplies

Proposed Motion:

Move City Council approve Agreement No. WH7-670-3783, Amendment No. 4, with Sprinkler World of Arizona, Inc.; Ewing Irrigation and Landscape Supply; Horizon Distribution, LLC; and Best Plumbing Specialties for the purchase of plumbing and irrigation supplies, for a period of one year, March 23, 2021, through March 22, 2022, in a combined total amount not to exceed $250,000.

Background/Discussion:

The City purchases a variety of plumbing and irrigation supplies that are stocked in the City's Central Supply warehouse. These items are primarily used by the Parks, Building & Facilities, Housing, Streets, and Water Distribution divisions. Under this Agreement, these divisions also have the ability to purchase items directly from the contracted suppliers. The products available under this Agreement include couplings, faucets, filters, polyvinyl chloride (PVC) pipe, sprinklers, toilet repair kits, and valves.

Evaluation:

On March 23, 2017, Council approved an agreement with Sprinkler World of Arizona, Inc.; Ewing Irrigation and Landscape Supply; Horizon Distribution, LLC; and Best Plumbing Specialties for the purchase of plumbing and irrigation supplies, for a one-year period, with the option of four one-year extensions. All contractors have agreed to extend for one additional year with no changes to the discount structures.

Staff recommends extension of this agreement for the term of March 23, 2021, through March 22, 2022. This is the fourth and final extension of this agreement.

Financial Implications:

Funds for the purchase of plumbing and irrigation supplies will be from the Central Supply Inventory account (101.0000.1516) and charged back to individual cost centers as supplies are issued.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.0000.1516.0.0.0	General Fund	N/A	$250,000	N

Attachments

Agreement 3783 Amendment 4 - Sprinkler World of Arizona, Inc.
Agreement 3783 Amendment 4 - Ewing Irrigation and Landscape Supply
Agreement 3783 Amendment 4 - Horizon Distribution, LLC
Agreement 3783 Amendment 4 - Best Plumbing Specialties

CHANDLER arizona

City Clerk Document No. 05-874

City Council Meeting Date: March 25, 2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
PLUMBING AND IRRIGATION SUPPLIES
CITY OF CHANDLER AGREEMENT NO. WH7-670-3783

THIS AMENDMENT NO. 4 (Amendment No. 4) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Sprinkler World of Arizona Inc. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for plumbing and irrigation supplies (Agreement); and

WHEREAS, the term of the Agreement was March 23, 2017 through March 22, 2018 with the option of up to four additional one-year extensions; and

WHEREAS, the Parties wish to exercise the fourth option through this Amendment to extend the Agreement for March 23, 2021 through March 22, 2022.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4.1 Price is amended to read as follows: The City will pay the Contractor an amount not to exceed $ 250,000, in aggregate including all companion agreements, as set forth in Revised Exhibit B.

3. Section 5.1, Term is amended to read as follows: The Agreement is extended for a one-year period March 23, 2021 through March 22, 2022.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: _____

Its: President

Sprinkler World Of Arizona INC
2114 E Indian School Road
Phoenix, Az 85016

REVISED EXHIBIT B
PRICE PROPOSAL PAGE

Item Number	Item Description	Price per EA
1	Pipe, PVC, SCH 40, 3/4"	$ 0.2456 per ft.
2	Adapter, PVC, SCH 40, Male Iron-Pipe x Slip, 3/4"	$ 0.158
3	Valve, Ball, PVC, 1", Spears #1829-010	$ 38.21
4	Valve, Ball, PVC, 1-1/2", Spears #3629-015	$ 18.90
5	Valve, Ball, PVC, 2", Series 2000, Spears #3629-020	$ 23.63
6	Hunter I-20 ARS Rotor SS Reclaim	$ 17.38
7	Hunter I-40 ARS Rotor SS Reclaim	$ 51.75
8	Rainbird 8005 Rotor SS Reclaim	$ 49.94
~~9~~	~~Rainbird 6005 High Speed Falcon SS (not reclaim)~~	~~$ 69.36~~
10	Rainbird 1800 Pop-Up Heads, 4"	$ 1.07
11	Rain B34183 100PEB 1" Electric Valve 24VAC F X F NPT	$ 55.00
12	Rain B34383 150PEB 1-1/2" Electric Plastic Valve 24VAC FNPT	$ 73.37
13	Rain B34583 200PEB 2" Electric Valve 24VAC FNPT	$ 99.00

Discounts	
Hunter	**60.5%**
Rainbird	**56%**
Irritrol	**54%**
Toro	**50%**
Spears	**80% fittings**
Carson	**47%**

CHANDLER
arizona

City Clerk Document No. 05-875

City Council Meeting Date: March 25, 2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
PLUMBING AND IRRIGATION SUPPLIES
CITY OF CHANDLER AGREEMENT NO. WH7-670-3783

THIS AMENDMENT NO. 4 (Amendment No. 4) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Ewing Irrigation and Landscape Supply, Inc. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for plumbing and irrigation supplies (Agreement); and

WHEREAS, the term of the Agreement was March 23, 2017 through March 22, 2018 with the option of up to four additional one-year extensions; and

WHEREAS, the Parties wish to exercise the fourth option through this Amendment to extend the Agreement for March 23, 2021 through March 22, 2022.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4.1 Price is amended to read as follows: The City will pay the Contractor an amount not to exceed $ 250,000, in aggregate including all companion agreements, as set forth in Revised Exhibit B.

3. Section 5.1, Term is amended to read as follows: The Agreement is extended for a one-year period March 23, 2021 through March 22, 2022.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Hunter Williams

Its: Account Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

REVISED EXHIBIT B
PRICE PROPOSAL PAGE

Item Number	Item Description	Price per EA
1	Pipe, PVC, SCH 40, 3/4"	$ 0.24
2	Adapter, PVC, SCH 40, Male Iron-Pipe x Slip, 3/4"	$ 0.17
3	Valve, Ball, PVC, 1", Spears #1829-010	$ 48.14
4	Valve, Ball, PVC, 1-1/2", Spears #3629-015	$ 63.93
5	Valve, Ball, PVC, 2", Series 2000, Spears #3629-020	$ 84.35
6	Hunter I-20 ARS Rotor SS Reclaim	$ 17.70
7	Hunter I-40 ARS Rotor SS Reclaim	$ 52.68
8	Rainbird 8005 Rotor SS Reclaim	$ 54.86
9	Rainbird 6005 High Speed Falcon SS Reclaim	$ 36.34
10	Rainbird 1800 Pop-Up Heads, 4"	$ 1.90
11	Rain B34183 100PEB 1" Electric Valve 24VAC F X F NPT	$ 58.08
12	Rain B34383 150PEB 1-1/2" Electric Plastic Valve 24VAC FNPT	$ 77.47
13	Rain B34583 200PEB 2" Electric Valve 24VAC FNPT	$ 104.54

Discounts	
Hunter	**50%**
Rainbird	**54%**
Irritrol	**50%**
Toro	**50%**
Spears	**47%**
Carson	**43%**

CHANDLER
arizona

City Clerk Document No. 05-876

City Council Meeting Date: March 25, 2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
PLUMBING AND IRRIGATION SUPPLIES
CITY OF CHANDLER AGREEMENT NO. WH7-670-3783

THIS AMENDMENT NO. 4 (Amendment No. 4) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Horizon Distribution, LLC. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for plumbing and irrigation supplies (Agreement); and

WHEREAS, the term of the Agreement was March 23, 2017 through March 22, 2018 with the option of up to four additional one-year extensions; and

WHEREAS, the Parties wish to exercise the fourth option through this Amendment to extend the Agreement for March 23, 2021 through March 22, 2022.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4.1 Price is amended to read as follows: The City will pay the Contractor an amount not to exceed $ 250,000, in aggregate including all companion agreements, as set forth in Revised Exhibit B.

3. Section 5.1, Term is amended to read as follows: The Agreement is extended for a one-year period March 23, 2021 through March 22, 2022.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____

Its: HDI Procurement Sales

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

REVISED EXHIBIT B
PRICE PROPOSAL PAGE

Item Number	Item Description	Price per EA
1	Pipe, PVC, SCH 40, 3/4"	$ 0.24
2	Adapter, PVC, SCH 40, Male Iron-Pipe x Slip, 3/4"	$ 0.17
3	Valve, Ball, PVC, 1", Spears #1829-010	$ 48.14
4	Valve, Ball, PVC, 1-1/2", Spears #3629-015	$ 63.93
5	Valve, Ball, PVC, 2", Series 2000, Spears #3629-020	$ 84.35
6	Hunter I-20 ARS Rotor SS Reclaim	$ 17.70
7	Hunter I-40 ARS Rotor SS Reclaim	$ 52.68
8	Rainbird 8005 Rotor SS Reclaim	$ 54.86
9	Rainbird 6005 High Speed Falcon SS Reclaim	$ 36.34
10	Rainbird 1800 Pop-Up Heads, 4"	$ 1.90
11	Rain B34183 100PEB 1" Electric Valve 24VAC F X F NPT	$ 58.08
12	Rain B34383 150PEB 1-1/2" Electric Plastic Valve 24VAC FNPT	$ 77.47
13	Rain B34583 200PEB 2" Electric Valve 24VAC FNPT	$ 104.54

Discounts	
Hunter	**50%**
Rainbird	**54%**
Irritrol	**50%**
Toro	**50%**
Spears	**47%**
Carson	**43%**

CHANDLER
arizona

City Clerk Document No. 05-878

City Council Meeting Date: March 25, 2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
PLUMBING AND IRRIGATION SUPPLIES
CITY OF CHANDLER AGREEMENT NO. WH7-670-3783

THIS AMENDMENT NO. 4 (Amendment No. 4) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Best Plumbing Specialties, Inc. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for plumbing and irrigation supplies (Agreement); and

WHEREAS, the term of the Agreement was March 23, 2017 through March 22, 2018 with the option of up to four additional one-year extensions; and

WHEREAS, the Parties wish to exercise the fourth option through this Amendment to extend the Agreement for March 23, 2021 through March 22, 2022.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4.1 Price is amended to read as follows: The City will pay the Contractor an amount not to exceed $ 250,000, in aggregate including all companion agreements, as set forth in Revised Exhibit B.

3. Section 5.1, Term is amended to read as follows: The Agreement is extended for a one-year period March 23, 2021 through March 22, 2022.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Megan Liebensfeld

Its: Contract Coordinator

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

REVISED EXHIBIT B
PRICE PROPOSAL PAGE

Item Number	Item Description	Price per EA
1	Filter, Pentaircrbn, 20" #155111-43	$ 25.86
2	Filter, Cartridge, 10" 20 Micron	$ 9.69
3	Filter, Calypso Blue, #03901496420, Pleated, 20"	$ 41.18
4	Cartridge Assembly, for Drinking Fountain, 7701PFSB-LF	$ 12.38
5	Toilet, Repair Kit, Sloan #A-38A, Water Closet	$ 15.31
6	Toilet, Repair Kit, Sloan #A-37A, Urinal	$ 15.31
7	Toilet, Vacuum Breaker Repair Kit, Sloan #SL-192	$ 2.28
8	Faucet, Kitchen, Double Handle, 8" Center, Less Spray, Moen Sanistream #8799	$ 180.34
9	Faucet, Lavatory, Moen #8800	$ 112.01

Discounts	
Moen	**36%**
Sloan	**43%**
Symmons Parts	**25%**
Symmons Whole Goods	**35%**
Sloan Valves & Faucets	**40%**

ITEM 22

City Council Memorandum **Management Services** **Memo No.** 21-045

Date: March 25, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director

From: Danielle Wells, Revenue and Tax Manager

Subject: New License Series 12, Restaurant Liquor application for Lauren Kay Merrett, Agent, Blacksheep Wine, LLC, dba Blacksheep Wine & Merchant

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Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 135786, a Series 12, Restaurant Liquor License, for Lauren Kay Merrett, Agent, Blacksheep Wine, LLC, dba Blacksheep Wine & Merchant, located at 98 S. San Marcos Place, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 300235 L12.

Discussion:

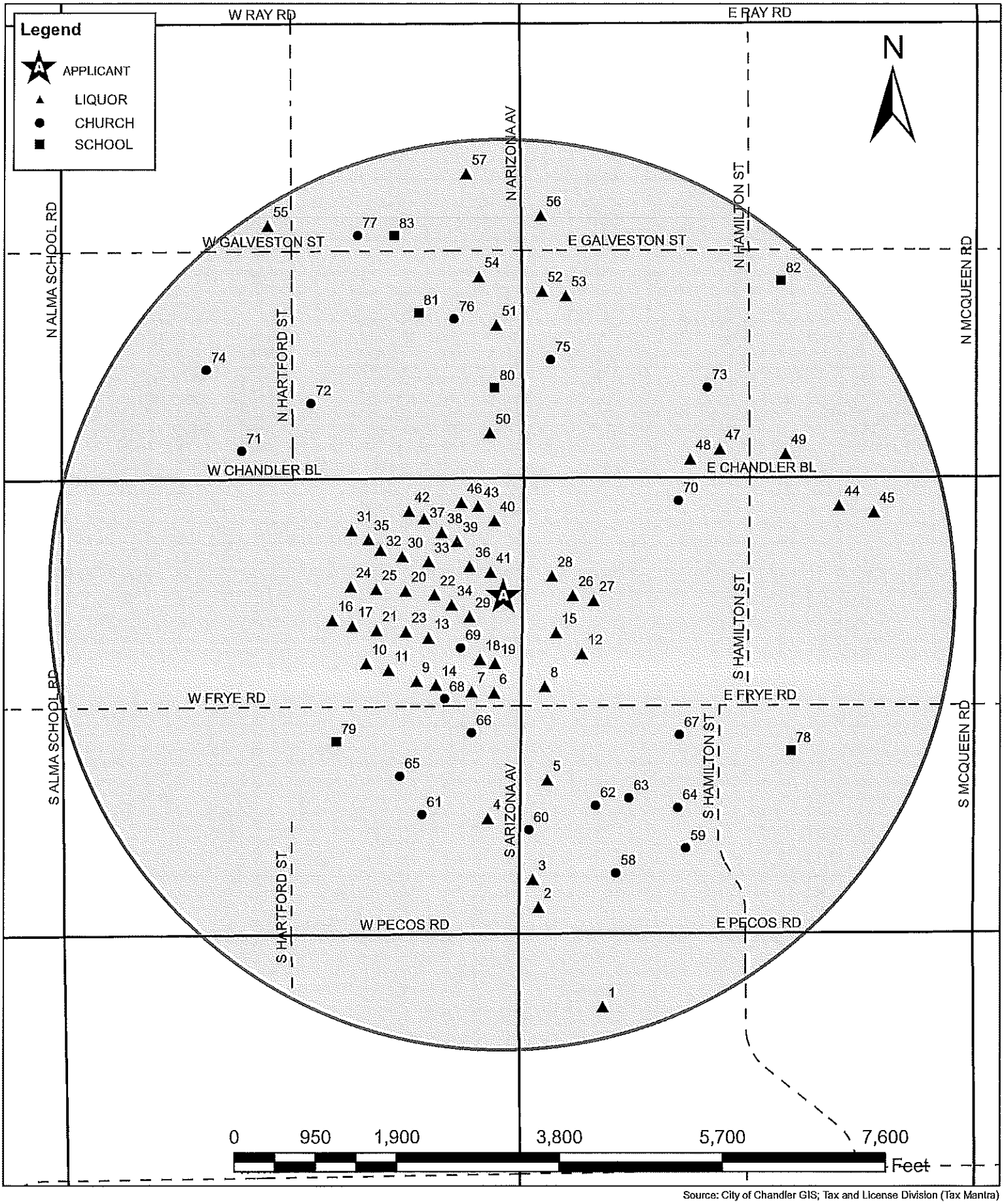
This application for a liquor license was posted for hearing on March 25, 2021.

The Police Department reports no objections to the issuance of this license and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Map

B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

Liquor License Map - 98 S. San Marcos Place

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additonal information

A Blacksheep Wine & Merchant
1 Walmart #2671
2 Veterans Of Foreign Wars #7401
3 El Herradero
4 Circle K Stores Inc #905
5 Payless Market
6 Gadzooks Enchiladas And Soup
7 Sleepy Whale
8 Circle K Store #9187
9 Improvmania
10 Ghett Yo Taco
11 The Perch
12 Quarthaus
13 The Local Chandler
14 Downtown Chandler Steakhouse
15 Serrano's Mexican Food
16 Hilton Garden Inn Chandler Downtown
17 The Stillery
18 Jinya Ramen Noodle Bar
19 Charm Thai Cuisine
20 The Brickyard
21 Pedal Haus Brewery
22 Sasha'S Kitchen & Cocktails
23 Original Chop Shop Co
24 West Alley Bbq
25 Puro Cigar Bar
26 Inchin's Bamboo Garden
27 Soho 63
28 Tipsy Egg & The Uncommon
29 Cheba Hut
30 Bourbon Jacks Grill
31 Paletas Betty
32 Murphy'S Law Irish Pub
33 Mingle + Graze
34 Hidden House
35 San Tan Brewing Company Inc
36 Crust Simply Italian
37 Crowne Plaza - Chandler
38 Craft 64
39 Eastwind Sushi And Grill
40 Truland Burgers & Greens
41 Over Easy
42 San Marcos Golf Course
43 La Ristra
44 Singing Pandas Asian Restaurant & Bar
45 El Alamo Super Carniceria
46 Flix Brewhouse Az LLC
47 Rapid-O Mart
48 La Lumbrera Carniceria
49 Chandler Boulevard Lounge
50 Chandler Center For The Arts
51 Max And Teds 480
52 Chodang Tofu Restaurant
53 La Familia New Market
54 Chandler Liquors
55 Kwik Mart
56 Casa Maria Mexican Restaurant
57 7-Eleven 13011e
58 Grace Memorial
59 Chandler Foothills Community Church
60 Methodist Church
61 Chandler Church
62 Mount Olice Missionary Baptist Church
63 Pentacost Church of Jesus Christ
64 Centro De Alabanza Juda
65 Missionary Baptist Church
66 AZCEND
67 Door Christian Center
68 Church of God
69 Iglesia Del Nazareno
70 Centro Evangelistico Church of God
71 Kingdom Hall Church
72 Church of Nazarene
73 East Valley Apostalic Church
74 Holy Trinity Lutheran Church
75 LDS Seminary
76 International Assembly of God
77 St Marys Church
78 Frye Elementary School
79 San Marcos Elementary School
80 Chandler High School
81 Arizona College Prep-Oakland Campus
82 Galveston Elementary School
83 St. Mary-Basha Catholic School

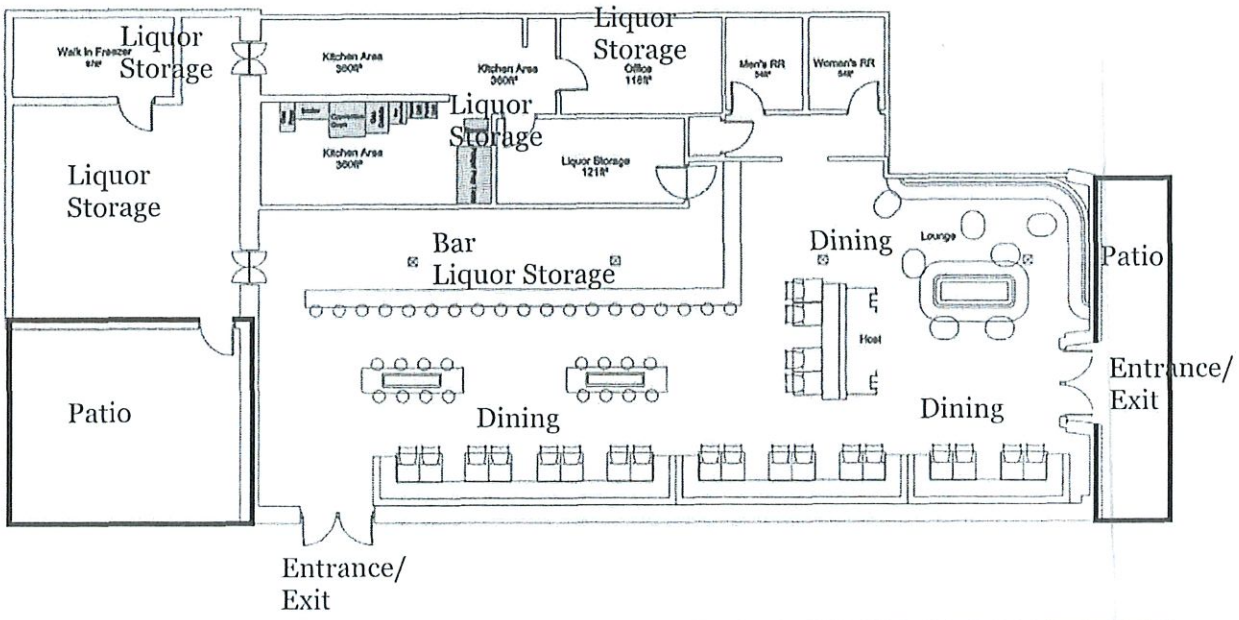
NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.

'21 FEB 3 Liqr. Lic. AM11:57

Blacksheep Wine & Merchant
98 S. San Marcos Pl.,
Chandler AZ 85225

N

2500 ft.^{2}



CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** N/A

Date:	March 25, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Dawn Lang, Management Services Director
From:	Christina Pryor, Purchasing and Material Manager
Subject:	Purchase of Office Supplies

Proposed Motion:

Move City Council approve the purchase of office supplies from Staples Business Advantage, utilizing the Sourcewell Contract No. 012320-SCC, for the period of April 1, 2021, through March 31, 2022, in an amount not to exceed $133,000.

Background/Discussion:

For the last contract term, approximately $133,000 was spent citywide to meet all departments' needs for office supplies. Purchases are made by every department in the City and orders are placed on a daily basis. Employees place office supply orders online and receive next-day desktop delivery with free shipping. In addition, office supply orders are placed solely using Purchasing Cards, which contributes to the City's Purchasing Card program rebate.

Evaluation:

Sourcewell competitively solicited and awarded a contract for office supplies to Staples Business Advantage. The City has a current Intergovernmental Agreement with Sourcewell allowing for the cooperative use of their contracts.

In January 2020, staff conducted a review and analysis of three major cooperative contracts for office supplies and found that Staples Business Advantage submitted the most advantageous offer based on a price comparison of the City's top purchased items by spend and usage, ordering methods, delivery options, customer service, and return policies.

Staff conducted a price comparison in February 2021. Staples Business Advantage still offers the lowest prices on the City's top purchased items. Staff recommends continued cooperative use of this contract because of the competitive pricing and the strong customer service it has received over the past year. The Sourcewell contract is valid through March 31, 2024.

Financial Implications:

Funds for office supplies come from various department office supply accounts (5310).

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
5310	Varies	N/A	Up to $133,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Neighborhood Resources** **Memo No.** CP21-093

Date: March 25, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Leah Powell, Neighborhood Resources Director
Andrew Goh, Capital Projects Manager

From: Kimberly Moon, Principal Engineer

Subject: Job Order Project Agreement No. AZ0001.401 with Caliente Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1910.401, for Neighborhood Resources Capital Renovations

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Proposed Motion:

Move City Council award Job Order Project Agreement No. AZ0001.401 to Caliente Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1910.401, for Neighborhood Resources Capital Renovations in an amount not to exceed $128,037.08.

Background/Discussion:

This project is to provide a new public restroom in the Neighborhood Resources building. The scope of this project is to remodel the existing break room into a new public restroom with vandal-resistant and easy-to-clean fixtures and surfaces with a new doorway leading into the public hallway instead of into the secure staff area. The break room amenities will be salvaged and relocated to the open office area. The current restroom with access to the office area would remain available for use by City employees.

The contract completion time is 45 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. The costs proposed for this project have been evaluated by staff and determined to be reasonable.

Financial Implications:

This project is funded with CARES Act funding.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
217.4700.6212.3AZ001	Grant Fund / CARES Act	Community Support Program	$128,037.08	N

Attachments

Agreement Caliente
Location Map

CHANDLER arizona
Community of Innovation

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Project Name: **NEIGHBORHOOD RESOURCES CAPITAL RENOVATION (RESTROOM & BREAKROOM)**

Project No. **AZ0001.401**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this 25th day of February 2021 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Caliente Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1910.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about December 17, 2019, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to renovate of existing staff breakroom to new public vandal-resistant restroom, and relocate the breakroom amenities to the open office area as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **NEIGHBORHOOD RESOURCES CAPITAL RENOVATION (RESTROOM & BREAKROOM)**, Project Number **AZ0001.401**. The scope of work consists of renovation of existing staff breakroom to new public vandal-resistant restroom, and relocate the breakroom amenities to the open office area, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **$128,037.08** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **45** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Project Manager: Kim Moon	
	Phone:	480-782-3349
	Email:	Kimberly.moon@chandleraz.gov
JOC CONTRACTOR:	Caliente Construction, Inc.	
	485 W. Vaughn St. Tempe, AZ 85283	
	JOC Contractor Representative: Lorraine Bergman	
	Phone:	480-894-5500
	Email:	lbergman@calienteconstruction.com

SIGNATURE PAGE TO FOLLOW

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

"CITY"
CITY OF CHANDLER:

MAYOR Date

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney
By:

ATTEST:

City Clerk SEAL

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

"JOC CONTRACTOR"
Caliente Construction, Inc.:

Signature 2/25/2021
Date

Lorraine Bergman
Print Name

President/CEO
Title

ATTEST: If Corporation

Secretary

ADDRESS FOR NOTICE

Caliente Construction, Inc.
485 W. Vaughn St.
Tempe, AZ 85283

EXHIBIT A
SCOPE OF WORK

EXHIBIT A
SCOPE-OF WORK

PROJECT:
City of Chandler JOC 1904.401 AZ0001.401 Neighborhood Resources Phase1 – Break Room to New Restroom Renovation

General Requirements:

1) Provide office support, supervision, overhead/profit, taxes based on MRRA, insurances, and bond.
2) Provide temporary protection and dust protection for interior work.
3) Dumpster/dump trailer and dump fees.

Construction:

1) Scope is based on 60-percent Design Documents provided by MWK Architects, materials information received, and Discussions/Emails/Site Visits
2) Remove and Salvage Appliances, AED Cabinet and Fire Extinguisher Cabinet.
3) Demo and Support Existing Access Flooring.
4) Demo Existing Ceiling and Tiles.
5) Remove and Relocate Existing Auto Door operator, Fire Alarm Keypad, and Pull Station at Corridor.
6) Remove/Relocate Existing Fire Sprinkler Heads and Fire Alarm Devices.
7) Cut and Demo existing Drywall and framing for New Door Opening.
8) Furnish and Install New Door and Frame (match existing, prepped for Access Controls by others).
9) Furnish and Install New Millwork and Countertop (standard colors) (see Sub Quote for relocating existing millwork).
10) Infill and Fur-Out Existing Walls with Metal Studs and Drywall.
11) Furnish and Install Structural Steel for In Wall Supports at Plumbing wall.
12) Provide backing for Millwork and Accessories.
13) Framing and Drywall for New Hard Lid Ceiling.
14) Structural Framing for Flooring w/ Concrete Sub Floor.
15) Furnish and Install FRP on all walls, Floor to Ceiling.
16) Prep and Paint Ceiling and Door.
17) Furnish and Install New Elastomeric Floor Covering with Rolled Base.
18) Furnish and Install new Rubber base at Open office for infill.
19) Furnish and Install Toilet Accessories and Recessed Baby Changing Station.
20) Furnish and Install New Stainless Steel Plumbing Fixtures and associated plumbing and piping (hot water to be tied into existing water heater).
21) Sawcut, Demo and Patch-back concrete for New Drain Line.
22) Furnish and Install New Trench Train (~18").
23) Furnish and Install new Exhaust fan and Ductwork.
24) Relocate/Extend existing Electrical Outlets for new Break Room Area.
25) Relocate/Remove existing Data Jacks (Allowance included in base bid).
26) Furnish and Install New Outlets and Lighting as shown (RR to be on Occupancy Sensor with additional lighting controlled by switch form Janitors Closet).
27) Cleanup Site.

Project Duration:

1) Project duration is Four (4) Weeks onsite with construction starting after all materials are procured.

Clarifications/Exclusions:

1) See attached estimate.

EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"

1904.401 AZ0001.401 Neighborhood Resources Phase 1 - Breakroom to Restroom R

JOB ORDER COST PROPOSAL
SUMMARY SHEET

02/09/2021 REV1

Negotiated Prices			
Price of Subcontractor(s)		$	74,743.35
Price of Subconsultant(s)		$	-
General Conditions		$	22,290.00
Preconstruction Labor (if applicable)		$	-
Construction Labor (if applicable)		$	-
SUBTOTAL (NEGOTIATED PRICES):		**$**	**97,033.35**
Overhead and Profit (Coefficient per Job Order Master Agreement)	**8.00%**	**$**	**7,762.67**
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**104,796.02**
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate) ***TPT***	**5.070%**	$	-
General Liability Insurance Percentage (Actual Cost per Job Order)	**1.00%**	$	970.33
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	**0.50%**	$	485.17
Payment Bond (Actual Cost per Job Order)	**1.50%**	$	1,782.56
Performance Bond (Actual Cost per Job Order) ***INC***	**0.00%**	$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**3,238.06**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**108,034.08**
City's Allowance		**$**	**20,000.00**
TOTAL JOB ORDER:		**$**	**128,034.08**

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, propertly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

Caliente
Construction Inc.

Project:	**COC JOC 1904.401 AZ0001.401 Neighborhood Resources Phase 1 - Breakroom to Restroom Renovation**	**100**	**Building Sq. Ft.**
Owner:	**City of Chandler**	**-**	**Site Sq. Ft.**
Architect:	**MWK Arch**	**0.00**	**Site Acres**
Bid Date:	**02/09/2021 REV1**	**RFI(s): 00000**	**60% Drawing Set**
Taxing Jurisdiction:	**Chandler**	**Addendum(s): 00000**	
MRRA or TPT:	**MRRA**		

DESCRIPTION		TOTALS
DIVISION 1	GENERAL CONDITIONS	$ 22,290.00
DIVISION 2	EXISTING CONDITIONS	$ 1,745.00
DIVISION 5	METALS	$ 1,743.00
DIVISION 6	WOOD, PLASTICS, AND COMPOSITES	$ 6,483.52
DIVISION 7	THERMAL & MOISTURE PROTECTION	$ 1,500.00
DIVISION 8	OPENINGS	$ 2,328.00
DIVISION 9	FINISHES	$ 11,643.49
DIVISION 10	SPECIALTIES	$ 3,525.00
DIVISION 21	FIRE SUPPRESSION	$ 1,200.00
DIVISION 22	PLUMBING	$ 29,547.61
DIVISION 23	HEATING, VENTILATING, AND AIR CONDITIONING	$ 1,535.73
DIVISION 26	ELECTRICAL	$ 9,092.00
DIVISION 28	FIRE ALARM AND ELECTRONIC SAFETY AND SECURITY	$ 2,400.00
Subtotal of Cost Of Work		**$ 97,033.35**
OVERHEAD/PROFIT	8.00%	$ 7,762.67
GENERAL LIABILITY INSURANCE	1.00%	$ 970.33
BUILDERS RISK INSURANCE	0.50%	$ 485.17
BONDING FEES	1.50%	$ 1,782.56
CONSTRUCTION ALLOWANCE	10.00%	$ 20,000.00
TAX (Chandler 5.070%)	0.000%	$ -
TOTAL COST		**$ 128,034.08**

Caliente Construction Inc.

COC JOC 1904.401 AZ0001.401 Neighborhood Resources
Phase 1 - Breakroom to Restroom Renovation

General Conditions

4 Weeks

DATE: 02/09/2021 REV1 **20 Calendar Days**

CODE	ITEM	QTY	TYP	RATE	SUBTOTAL
	GENERAL CONDITIONS				**$ 20,740.00**
00-1040	Project Manager	0.50	WK	$ 4,200.00	$ 2,100.00
00-1052	Assistant Project Manager	1.00	WK	$ 3,200.00	$ 3,200.00
00-1047	Project Coordinator	0.10	WK	$ 2,400.00	$ 240.00
00-1045	Superintendent	4.00	WK	$ 3,800.00	$ 15,200.00
	GENERAL REQUIREMENTS				**$ 1,550.00**
00-1080	Blueprinting / As builts / Close outs	1.00	LS	$ 750.00	$ 750.00
01-7410	Dumpster & Fees	1.00	PULL	$ 550.00	$ 550.00
00-1096	Safety / Temp Protection	1.00	MO	$ 250.00	$ 250.00
	GENERAL CONDITIONS TOTAL				**$ 22,290.00**

COC JOC 1904.401 AZ0001.401 Neighborhood Resources Phase 1 - Break Room to Restroom Renovation

Caliente Construction Inc.

02/09/2021 REV1

Assumptions / Clarifications

1. Proposal based on onsite Project Duration of (4) Weeks after procurement of materials.
2. Proposal based on Normal Working Hours M-F, 8AM - 5PM.
3. Proposal based on water and power for construction to be provided onsite by COC at no cost to Caliente.
4. Proposal based on access to space through and staging in Parking Garage.
5. Painting scope based on painting corner to corner where drywall is patched or replaced.
6. Mechanical, Plumbing, Electrical based on exsiting systems being in good working condition.
7. Demolition of Break Room area only to prep area for new restroom.
8. Miscellaneous steel includes tube steel and angles only as noted on drawings.
9. Rough carpentry for backing/blocking at upper millwork cabinets, grab bars only.
10. Millwork includes new upper/base & Corion countertops in lieu of relocating existing.
11. Insulation allowance for above ceiling at new restroom only and at wall infills only.
12. One new wood door, Western Integrated frame and hardware (access controls not included).
13. Framing and drywall at furred out walls, wall infills, hard-lid ceiling at new Restroom only.
14. Elastomeric flooring with 6"0 rolled base on top of concrete subfloor in new Restroom only.
15. FRP at all walls in new Restroom from floor to ceiling.
16. Painting of all walls in new Restroom, north Hallway wall from corner to corner from new Restroom to Parking Garage, wall in Open Office area where new millwork is to be installed.
17. All new Toilet Accessories at new Restroom only. Toilet Accessories to be recessed and tamper proof and/or lockable whenever possible.
18. Fire suppression heads installed into hardlid ceiling.
19. Plumbing fixtures to be specified Acorn or equivalent stainless steel, heavy-duty material; new domestic, sewer, vent piping as necessary to create a new Restroom. Re-use existing Break Room sink in new millwork located in Open Office area.
20. New exhaust grille and ductwork as required in new Restroom only.
21. New Electrical as noted on current plans, included recessed, tamper-resistant can lights (blue, standard, emergency), occupance sensor, GFCI's, relocated outlets.
22. Fire Alarm modifications to make new area code compliant. Existing conduit, panel, etc. will be re-used.

Exclusions

1. Design Services, Permits and/or Permitting Fees
2. Asbestos Testing and/or Abatement and/or Removal of Hazardous Materials (Current Report/Survey to provided by COC prior to start of Demolition).
3. Low Voltage Wiring for Access Controls (back boxes and raceways provided in proposal)
4. Access Control for New and Existing Restrooms.
5. Relocation or modification of existing cable tray below access flooring and/or addition of new cable tray.
6. Modifications to Exsiting Plumbing, HVAC, or Electrical other than stated in scope.
7. Testing or Balancing of adjacent spaces to Break Room/New Restroom.
8. Badging or Special Background Checks and/or associated costs
9. New Fire Sprinkler piping or heads
10. New Fire Alarm Conduit, Panel, etc.

Allowances (Included in Base Bid)

1	CONSTRUCTION ALLOWANCE	$ 20,000.00
2	Rough Carpentry	$ 1,200.00
3	Insulation	$ 1,500.00
4	Data/Communications	$ 2,000.00

Selected Subcontractor

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

CONSTRUCTION PROPOSAL

Date: 2/5/2021

TO: Justin Miller **FOR:** Neighborhood Resources

QTY	UNITS	DESCRIPTION	RATE	AMOUNT
		Demolition		
1	LS	Labor	$1,745.00	$1,745.00
1	LS	Material	$0.00	$0.00
		Steel		
1	LS	Labor	$581.00	$581.00
1	LS	Material	$1,162.00	$1,162.00
		Doors / Frames & Hardware		
1	LS	Labor	$265.00	$265.00
1	LS	Material	$2,063.00	$2,063.00
		Framing & Drywall		
1	LS	Labor	$4,360.00	$4,360.00
1	LS	Material	$1,453.00	$1,453.00
		FRP		
1	LS	Labor	$465.00	$465.00
1	LS	Material	$1,745.00	$1,745.00
		Paint		
1	LS	Labor	$1,133.00	$1,133.00
1	LS	Material	$1,130.00	$1,130.00
		TOTAL COST:		**$16,102.00**

Demolition Total: $1,745.00

Notes: (Scope of Work)

All work to be done Per 60% Drawings by MWK ARCH dated 01/06/2021 unless noted otherwise.

Normal working hours

Pricing held for 30 Days from proposal date

Excludes:

Permits

All Testing

Any scope of work or cost not clearly show in the plans and not specifically indicated in this proposal or shown in bid documents.

Caliente Construction Inc.

Selected Subcontractor

General Construction - Construction Management - Design/Build - Facilities Management

CONSTRUCTION PROPOSAL

Date: 2/5/2021

TO: Justin Miller **FOR:** Neighborhood Resources

QTY	UNITS	DESCRIPTION	RATE	AMOUNT
		Demolition		
1	LS	Labor	$1,745.00	$1,745.00
1	LS	Material	$0.00	$0.00
		Steel		
1	LS	Labor	$581.00	$581.00
1	LS	Material	$1,162.00	$1,162.00
		Doors / Frames & Hardware		
1	LS	Labor	$265.00	$265.00
1	LS	Material	$2,063.00	$2,063.00
		Framing & Drywall		
1	LS	Labor	$4,360.00	$4,360.00
1	LS	Material	$1,453.00	$1,453.00
		FRP		
1	LS	Labor	$465.00	$465.00
1	LS	Material	$1,745.00	$1,745.00
		Paint		
1	LS	Labor	$1,133.00	$1,133.00
1	LS	Material	$1,130.00	$1,130.00
TOTAL COST:				**$16,102.00**

Steel Total: $1,743.00

Notes: (Scope of Work)

All work to be done Per 60% Drawings by MWK ARCH dated 01/06/2021 unless noted otherwise.

Normal working hours

Pricing held for 30 Days from proposal date

Excludes:

Permits

All Testing

Any scope of work or cost not clearly show in the plans and not specifically indicated in this proposal or shown in bid documents.

COC JOC 1904.401 AZ0001.401 Neighborhood Resources Phase 1 - Break Room to Restroom Renovation

Caliente Construction Inc.

BID PACKAGE: Rough Carpentry
BID DATE: 02/09/2021 REV1
RFI(s): 0
ADDENDUM(S): 0

BID TALLY SHEET

DESCRIPTION		BUDGET			SUB 1	SUB 2	SELECTED SUB
		Caliente					
		Cost	Quantity	Units			
BASE BID							
Rough Carpentry							
Backing		$ 1,200.00	1	LS			
Framing at recessed items		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
SALES TAX		$ -					
TEXTURA		$ -					
SUBCONTRACTOR BID		$ -			$ -	$ -	
ADD-ONS		$ 1,200.00			$ -	$ -	
TOTAL BID		**$ 1,200.00**			**$ -**	**$ -**	**$ 1,200.00**

MARK-UPS:							
Mark-up on Change Orders							
ALTERNATES							
1							
2							
3							
SCHEDULE PROVIDED:							
TOTAL BID		**$ 1,200.00**			**$ -**	**$ -**	**$ 1,200.00**

Selected Subcontractor

STYLES BROTHERS CUSTOM MILLWORK, INC.
5706 West Missouri Avenue, Suite 1100
Glendale, Arizona 85301
(623) 931-3990 FAX (623) 931-3991

Proud member of:

AWI

Arizona Contractors License ROC #159529

PROPOSAL SUBMITTED TO:	TO BE PERFORMED AT:
Caliente Construction	Neighborhood Resources

We hereby propose to furnish the materials and perform the labor necessary for the following: All prices are based on standard **WHITE** melamine interiors and standard P-Lam on exterior. Any deviation will result in upcharge based on selection.) plans 12.24.2020

Breakroom Option 1 new millwork

Description	footage	cost per foot	TOTAL
p-lam uppers	12	125.00	1,500.00
p-lam 4-drawer base	2	225.00	450.00
p-lam bases	7	165.00	1,155.00
solid surface countertop Corian Group A-C	9	175.00	1,575.00
		TOTAL OPTION 1	**4,680.00**
		SHOP DRAWINGS	**275.00**
		TAX	**328.52**
		TOTAL OPTION 1	**5,283.52**

Breakroom Option 2 move existing/new countertops

Description	footage	cost per foot	TOTAL
p-lam uppers	12	62.50	750.00
p-lam 4-drawer base	2	112.50	225.00
p-lam bases	7	82.50	577.50
solid surface countertop Corian Group A-C	9	175.00	1,575.00
		TOTAL OPTION 2	**3,127.50**
		SHOP DRAWINGS	**275.00**
		TAX	**225.59**
		TOTAL OPTION 2	**3,628.09**

Selected Subcontractor

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.
Tax will be applied if applicable.
DEMO NIC. PROPOSAL BASED ON regular work hours.
Proposal includes delivery and installation.
Proposal subject to change once drawings and field measurements are verified.
Payment terms: set forth in contract.
Any alterations or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements are contingent upon delays beyond our control.
Respectfully submitted by Rosalie Styles.Date February 5, 2021
Styles Brothers Custom Millwork, Inc.

neighborhoodresources.6542

COC JOC 1904.401 AZ0001.401 Neighborhood Resources Phase 1 - Break Room to Restroom Renovation

BID PACKAGE: Insulation
BID DATE: 02/09/2021 REV1
RFI(s): 0
ADDENDUM(S): 0

BID TALLY SHEET

DESCRIPTION		BUDGET			SUB 1	SUB 2	SELECTED SUB
		Caliente					
		Cost	Quantity	Units			
BASE BID							
Insulation							
Batt insulation above ceiling		$ 1,500.00	0	0			
Insulation at infills		$ -	0	0			
Insulation at furr-outs		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
SALES TAX		$ -					
TEXTURA		$ -					
SUBCONTRACTOR BID		$ -			$ -	$ -	
ADD-ONS		$ 1,500.00			$ -	$ -	
TOTAL BID		**$ 1,500.00**			**$ -**	**$ -**	**$ 1,500.00**

MARK-UPS:							
Mark-up on Change Orders							
ALTERNATES							
1							
2							
3							
SCHEDULE PROVIDED:							
TOTAL BID		**$ 1,500.00**			**$ -**	**$ -**	**$ 1,500.00**

Selected Subcontractor

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

CONSTRUCTION PROPOSAL

Date: 2/5/2021

TO: Justin Miller **FOR:** Neighborhood Resources

QTY	UNITS	DESCRIPTION	RATE	AMOUNT
		Demolition		
1	LS	Labor	$1,745.00	$1,745.00
1	LS	Material	$0.00	$0.00
		Steel		
1	LS	Labor	$581.00	$581.00
1	LS	Material	$1,162.00	$1,162.00
		Doors / Frames & Hardware		
1	LS	Labor	$265.00	$265.00
1	LS	Material	$2,063.00	$2,063.00
		Framing & Drywall		
1	LS	Labor	$4,360.00	$4,360.00
1	LS	Material	$1,453.00	$1,453.00
		FRP		
1	LS	Labor	$465.00	$465.00
1	LS	Material	$1,745.00	$1,745.00
		Paint		
1	LS	Labor	$1,133.00	$1,133.00
1	LS	Material	$1,130.00	$1,130.00
		TOTAL COST:		**$16,102.00**

Doors/Frames/Hardware Total: $2,328.00

Notes: (Scope of Work)

All work to be done Per 60% Drawings by MWK ARCH dated 01/06/2021 unless noted otherwise.

Normal working hours

Pricing held for 30 Days from proposal date

Excludes:

Permits

All Testing

Any scope of work or cost not clearly show in the plans and not specifically indicated in this proposal or shown in bid documents.

Caliente Construction Inc.

Selected Subcontractor

General Construction - Construction Management - Design/Build - Facilities Management

CONSTRUCTION PROPOSAL

Date: 2/5/2021

TO: Justin Miller **FOR:** Neighborhood Resources

QTY	UNITS	DESCRIPTION	RATE	AMOUNT
		Demolition		
1	LS	Labor	$1,745.00	$1,745.00
1	LS	Material	$0.00	$0.00
		Steel		
1	LS	Labor	$581.00	$581.00
1	LS	Material	$1,162.00	$1,162.00
		Doors / Frames & Hardware		
1	LS	Labor	$265.00	$265.00
1	LS	Material	$2,063.00	$2,063.00
		Framing & Drywall		
1	LS	Labor	$4,360.00	$4,360.00
1	LS	Material	$1,453.00	$1,453.00
		FRP		
1	LS	Labor	$465.00	$465.00
1	LS	Material	$1,745.00	$1,745.00
		Paint		
1	LS	Labor	$1,133.00	$1,133.00
1	LS	Material	$1,130.00	$1,130.00
TOTAL COST:				**$16,102.00**

Framing/Drywall Total: $5,813.00

Notes: (Scope of Work)

All work to be done Per 60% Drawings by MWK ARCH dated 01/06/2021 unless noted otherwise.

Normal working hours

Pricing held for 30 Days from proposal date

Excludes:

Permits

All Testing

Any scope of work or cost not clearly show in the plans and not specifically indicated in this proposal or shown in bid documents.

Shaw Contract Flooring Services, Inc. d/b/a
Spectra Contract Flooring - Phoenix
5325 S Kyrene Rd Suite 101
Tempe, AZ 85283

SPECTRA CONTRACT FLOORING

A Berkshire Hathaway Company

Phone: (480) 366-8690
Fax: (480) 491-2015

Selected Subcontractor

Proposal Submitted To	Attention	Phone	Fax	Date
Caliente Construction, Inc.	Marlene Pena	(480) 894-5500	(480) 894-2323	02/04/21
		Job Name: Neighborhood Resources		Job #: 51753
Street: 485 West Vaughn Street		Job Street: 235 S Arizona Ave		Proposal ID: 81167

City, State and Zip	Architect	Date of Plans	Add #	Job City, State and Zip	Customer Job #	Customer PO
Tempe, AZ 85283				CHANDLER, AZ 85225	None	None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Install Florock FolorQuartz in restroom.		81.00	SF	$27.84	$2,255.00

Includes minor floor prep
Includes 6" flash cove base

Excludes: demo of existing finishes, furniture moving,/cubicle lift major floor prep/grinding, moisture testing/ barriers, epoxy grout, toilet/partition removal, SDT polish, attic stock, and areas outside scope of work listed in proposal.

Base Bid Total: $2,255.00

The following alternates can be used:

Alternate	Reference	Description	Qty	Unit Price	Extended Price
Alt #1	Water Proofing	Water proof Floor Before installing New material	1.00	$381.49	$381.49
				Alt #1 total:	**$381.49**
Alt #2	Sheet Vinyl	Armstrong Armalon Sheet Vinyl ILO Epoxy flooring	14.00	($62.86)	($880.00)
				Alt #2 total:	**($880.00)**
Alt #3	Sub Floor	Install concrete subfloor prior to installing new material.	81.00	$8.09	$655.00
				Alt #3 total:	**$655.00**

Proposal Inclusions and Exclusions:

1. Excluded from the above pricing are overtime labor, demo of existing floorcovering and adhesives, abnormal floor prep (i.e. grinding, shot blasting/removing curing compounds on concrete, leveling, floating, concrete moisture sealing or ramping to other floor finishes), waxing or sealing resilient floors, vacuuming carpet, protective coverings, providing temporary heat or electricity, and excludes asbestos abatement. If Spectra's proposal includes a price for removal of existing flooring materials, the price is based on the removal of one layer of flooring materials. The removal of any additional layers of flooring materials will be subject to a change order.
2. Standard floor preparation is included to fill level expansion joints and hairline cracks up to 1/8th inch wide only. All other floor preparation is considered abnormal and is excluded.
3. All concrete slabs and other cementitious substrates to receive new floorcoverings must be tested for moisture content. The industry standard calcium chloride and/or relative humidity tests will be performed to determine the water vapor emission of said substrates. Floor coverings described in our proposals will only be installed on substrates that have test results that meets the manufacturers requirements. If sealing concrete is required due to moisture test results, a separate proposal for the additional costs will be provided. After initial test results are provided, customer agrees to issue a change order to Spectra for any additional testing.
4. Bid is per finish schedule, unless noted otherwise in proposal description. If ceramic is part of Spectra's scope, bid excludes epoxy grout, sealing tile, dry wall repairs, floor prep (shot blasting, adhesive removal, leveling, etc.).

Shaw Contract Flooring Services, Inc. d/b/a
Spectra Contract Flooring - Phoenix
5325 S Kyrene Rd Suite 101
Tempe, AZ 85283
Proposal ID: 81167

SPECTRA CONTRACT FLOORING

A Berkshire Hathaway Company

Phone: (480) 366-8690
Fax: (480) 491-2015

Selected Subcontractor

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: _____ **Christine Roszak** **$2,255.00**

Email: christine.roszak@spectracf.com

Conditions of Proposal:

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation for materials.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.
8. Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action effective May 13, 2020.

Contract License #:ROC122975,ROC205464

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer: Caliente Construction, Inc. **Signed:** _____ **Date:** _____

Caliente Construction Inc.

Selected Subcontractor

General Construction - Construction Management - Design/Build - Facilities Management

CONSTRUCTION PROPOSAL

Date: 2/5/2021

TO: Justin Miller **FOR:** Neighborhood Resources

QTY	UNITS	DESCRIPTION	RATE	AMOUNT
		Demolition		
1	LS	Labor	$1,745.00	$1,745.00
1	LS	Material	$0.00	$0.00
		Steel		
1	LS	Labor	$581.00	$581.00
1	LS	Material	$1,162.00	$1,162.00
		Doors / Frames & Hardware		
1	LS	Labor	$265.00	$265.00
1	LS	Material	$2,063.00	$2,063.00
		Framing & Drywall		
1	LS	Labor	$4,360.00	$4,360.00
1	LS	Material	$1,453.00	$1,453.00
		FRP		
1	LS	Labor FRP Total: $2,210.00	$465.00	$465.00
1	LS	Material	$1,745.00	$1,745.00
		Paint		
1	LS	Labor	$1,133.00	$1,133.00
1	LS	Material	$1,130.00	$1,130.00
TOTAL COST:				**$16,102.00**

Notes: (Scope of Work)

All work to be done Per 60% Drawings by MWK ARCH dated 01/06/2021 unless noted otherwise.

Normal working hours

Pricing held for 30 Days from proposal date

Excludes:

Permits

All Testing

Any scope of work or cost not clearly show in the plans and not specifically indicated in this proposal or shown in bid documents.

Selected Subcontractor

Arizona Professional Painting

5424 South 39th Street
Phoenix Arizona 85040
Office 602-424-3411
Fax 602-431-2248
Certified SBE, DBE & WBE Contractor

Date: Thursday, February 4, 2021

R1

Proposal To: Caliente Construction Inc.

485 West Vaughn Street
Tempe, Arizona 85283

Attention: LeAnn Close

Project: COC Neighborhood Resources Phase 1 - RR & Breakroom
235 S. ARIZONA AVE
CHANDLER, AZ 85225

Arizona Professional Painting will perform painting at above location as per snippet drawing Per Email as follows:

Base Bid (In Red Per Snippet):	
Drywall Wall Where Millwork is going	**$96.00**
Drywall Wall: 40LF Wall at Hallway	**$252.00**
Drywall Wall: 20LF Wall at Infill	**$159.00**
Drywall Ceilings	**$80.00**
MRRA Tax	**$18.00**
Alternate: (In Blue Per Snippet):	
Drywall Wall: 20LF Wall	**$140.00**
Drywall Wall: 15LF Wall	**$111.00**
MRRA Tax	**$8.00**
Price to Paint 1/EA Hollow Metal Doors & Frames	**$120.00**
MRRA Tax	

Exclusions:

Phasing - FRP - Overtime hours (weekends and nights are excluded) – Touch up or repairs to our work due to damage by other trades – Proposal is subject to change if not accepted within 60 days from bid date

---

Respectfully Submitted,

Jessica Santoyo | Estimator
Cell: 602-881-5656
Office: 602-424-3411
E-mail: Jessica@azpropaint.com

Selected Subcontractor

Arizona Washroom Partitions

4849 South 36th Street • Phoenix, AZ 85040 • Lic. ROC177163 • Phone 602-437-8036 • sales@azwashroom.com

To: Caliente Construction Inc.
Attn: LeAnn Close

Date: February 4, 2021 **Revised**
Quote: **21-1981**
Project: COC Neighborhood Resources Phase 1
235 S. Arizona Ave.
Chandler, AZ 85225

Total Sub Bid: $3,325.00

Addenda Seen: 0

Toilet Accessories by Gamco, FOB AWP:
Materials – Quoted per email 2/3/21, subject to approval.

1	TTD-9	Double Toilet Paper Holder, Recessed	$ 150.00
1	TW-8	Towel Dispenser & Receptacle, Recessed	$ 270.00
1	B-306	Soap Dispenser, Recessed	$ 150.00
1	M-24x36	Stainless Steel Mirror, 24x36	$ 180.00
1	ND-4	Napkin Disposal, Recessed	$ 120.00
1	TSC-8	Seat Cover Dispenser, Recessed	$ 220.00
1	150SX18	Grab Bar, 1 1/2" OD, Snap Flange, 18"	$ 25.00
1	150SX36	Grab Bar, 1 1/2" OD, Snap Flange, 36"	$ 30.00
1	150SX42	Grab Bar, 1 1/2" OD, Snap Flange, 42"	$ 35.00
1	KB110-SSRE	Koala Baby Changing Station, Horizontal, S/S, Recessed	$ 1,495.00
1	ADA Signs	ADA Handicap Restroom Sign, Wall Mount	$ 20.00
1	1836L22	Fire Extinguisher and Cabinet, SS, Solid w/ Saf-T-Lok, Semi-Rec	$ 330.00

Labor

Deliver accessories. One trip.	$ 120.00
Install accessories. Same trip as delivery.	$ 15.00 Each Piece

Note: Project assumed to be a MRRA. Materials pricing INCLUDES TPT tax.

Prices good for 60 days.
Terms: Net 30. Add 3% if paying by credit card.

Excluded: Bonds, backing, blocking, wall cuts, framing, and caulking. Grab Bar backing must be provided at proper location to allow installation. ADA pipe insulation. Work at existing restrooms.

Respectfully Submitted,

Dale S. Vanniman

Please sign below and return to Arizona Washroom Partitions to indicate acceptance of this quotation and authorization to proceed with the order.

Signature _____ Date _____ P.O. Number _____

Providing washroom partitions and accessories in Arizona for more than 40 years

Western States Fire Protection Co.
Protecting Lives and Property
a subsidiary of API Group, Inc.

4346 EAST ELWOOD ST, SUITE 100
PHOENIX, AZ 85040
(602) 272-220- • (602) 272-7972
WWW.WSFP.COM

Fire Protection • Suppression • Detection Systems
Selected Subcontractor
Special Hazards • High Tech • Defense • Hangars
Retrofit • Maintenance

3-D / BIM DESIGN

January 28, 2021

Project: COC Neighbor Hood Resources Center Phase 1 Bathroom Renovation
235 S Arizona Ave
Chandler, Az 85225

Attention: Justin

Western States Fire Protection (WSFP) is pleased to present a price of **$1,200.00** plus applicable taxes to add, remove, and or relocate pendant and upright sprinkler heads to bring new lay out of bathroom to code. This proposal is based on prints dated 01/06/2021 and on the following break down and qualifications:

SCOPE OF WORK:

1. Drain and refill sprinkler systems as necessary for construction
2. Re-working of the existing system per the plan layout and NFPA 13
3. Demolition of the existing sprinkler system at the time of sprinkler relocation only
4. Add, remove, or relocate approximately (2) heads to provide adequate sprinkler coverage for new bathroom layout.
5. Sprinkler Count/Types:
    a. () brass uprights
    b. (x) concealed
    c. (2) semi-recessed
    d. () dry pendants in freezer and cooler
    e. () demo existing heads
6. All relocations will be made from existing locations at existing elevation. If modification to mains or branch lines are discovered to be necessary after demolition, they will be quoted at that time.
7. Hydrostatic testing is included
8. All sprinkler systems components are UL Listed and/or FM Approved.
9. Centerline and/or quarter point placement of pendent sprinkler heads within acoustical suspended ceilings (1" Tolerance)
10. Sprinklers to be quick response standard spray chrome semi-recessed.
11. All piping installed in areas with exposed concrete ceilings will be installed exposed.
12. All piping shall be black schedule 10 for pipe sizes 2-1/2" and greater and black schedule 40 for pipe 2" and less with black fittings
13. All work is to be performed during standard working hours (M-F 40 hours/week), includes taxes, shop drawings, permit fees, ($500.00 permit fee submittal), and our One (1) Year Standard Warranty on workmanship.
14. Fire sprinkler systems will be hydrostatically tested for two (2) hours and witnessed by the AHJ.

QUALIFICATIONS

1. WSFP will be provided with complete CAD files of the entire project at no extra cost to WSFP.
2. WSFP has based this proposal on normal working hours between 0500 and 1600.
3. This proposal is based on current material prices. However, due to volatility in the steel market sudden price increases may occur. In the event of a "material" increase in pipe, fitting and/or component pricing whether due to delay or other economic factors, through no fault of Western States Fire Protection, an equitable adjustment will be added to our contract amount by means of a change order equal to the

Albuquerque, NM
Austin, TX
Casper, WY
Colorado Springs, CO
Dallas, TX
Decatur, IL
Denver, CO
El Paso, TX
Ft. Collins, CO
Glenwood Springs, CO
Houston, TX
Jefferson City, MO
Kansas City, KS
Lakewood, CA
Las Vegas, NV
Los Angeles, CA
Missoula, MT
Phoenix, AZ
Portland, OR
Rapid City, SD
Sacramento, CA
San Antonio, TX
Seattle, WA
Spokane, WA
St. Louis, MO
Tucson, AZ
Waco, TX

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amount of the "material" increase. A change in price will be considered "material" when the cost of any particular item(s) increase 10% or more from the date of this proposal to the date of material purchase.

EXCLUSIONS

1. MIC and/or water testing.
2. BIM or BIM coordination.
3. Existing building deficiencies.
4. Galvanized piping.
5. Specialty fire sprinklers.
6. Liquidated damages
7. Concrete x-ray/scanning
8. Corrosion inhibitive painting.
9. Temporary fire protection.
10. Masking, taping or paper bagging of fire sprinklers.
11. State and city sales tax.
12. Flushing.
13. Performance and payment bond.
14. 120V electrical wiring and connections.
15. Any fire alarm, alarm panels or monitoring
16. Any electrical needs for fire pump, jockey pump or controllers
17. Unexpected fluctuations with the steel, ductile iron and brass markets.
18. Fire caulking.
19. Painting, preparation for painting or labeling of pipe.
20. Fire pump or related equipment.
21. Fire hydrants.
22. Underground fire lines or related equipment.
23. Remote fire department connections.
24. Freeze protection.
25. Fire hose, hose valves and/or fire hose cabinets.
26. Fire alarm systems or devices.
27. Off hours shifts or multiple crews.
28. Kitchen Hoods or related equipment.

Customer acknowledges that Company is not an insurer and that the payments made to Company by Customer on this project are based upon the value of the system and/or services provided and are unrelated to the value of the Customer's property or business.

In recognition of the relative risks and benefits to the Customer and Company resulting from the work to be performed by Company, the risks have been allocated such that the Customer, as well as the Customer's assigns, agents and representatives, agree, to the fullest extent permitted by law, to limit the liability of Company, its' officers, directors, employees or Company's parent, subsidiaries, affiliates, consultants, subcontractors, vendors, to a maximum of $10,000 or the amount of the contract/price of work to be performed, whichever is less, and Customer does hereby release Company from any claim in excess of said limit. This limitation of liability shall apply to all judgments, claims, liability, cost, claim expenses, and all other damages or losses of any nature sustained by Customer, contractor or subcontractors, or any other party claiming by or through them. This

USGBC AND RELATED LOGO IS A TRADEMARK OWNED BY THE U.S. GREEN BUILDING COUNCIL AND IS USED BY PERMISSION

limitation of liability shall be enforceable, 1) Regardless of the amount of any actual damages sustained, if any, as a result of this work; and 2) even if the loss or damage in issue is caused or alleged to be caused by the negligence, breach of warranty, defective products, violations of the deceptive trade practices act, or other fault of Company or Company's parent, subsidiaries, affiliates, consultants, subcontractors, vendors, or their respective employees, agents or representatives. Should Customer desire a different limitation of liability, such is available as an additional service at an additional cost.

If payment for work provided in this agreement is not paid when due, Customer agrees to pay all costs of collection including attorney's fees as well as interest computed at the highest rate allowable by applicable state law.

This Agreement constitutes the entire Agreement between Company and Customer regarding the subject matter hereof and supersedes all prior agreements and understandings relating thereto. Although Customer for its convenience or in furtherance of its internal procedures may issue to Company a purchase order, order acknowledgement or similar form in connection with the services provided pursuant to this Agreement, no term or condition in any such form that is different from or in addition to the terms set forth in this Agreement shall be applicable, and all such different or additional terms shall be ineffective and void. This Agreement cannot be amended or modified except by a writing signed by Customer and Company.

"Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor (WSFP) is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor."

Acceptance of Proposal: By its signature hereunder, customer acknowledges that the foregoing prices, specifications, supplemental information, and conditions are satisfactory and accepted and will supersede any conflicting conditions in any P.O. issued by Customer.

Sincerely,
Beau Clutter

Accepted by:

Signature: _____

Print: _____

Date: _____

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Selected Subcontractor

Hernandez
COMPANIES
A Construction Service Group
3734 East Anne Street
Phoenix, Arizona 85040
(602) 438-7825 Fax (602) 438-6558

Date: 1-27-21

To: CALIENTE CONSTRUCTION
Phone:
Fax:
Attn:
Justin Miller
Project Manager • +1 480-894-5500 • +1 602-421-0

Estimate

Project Description: bathroom

Project Location neighborhood Resources

Estimate No.:00012

General Conditions: This proposal is for the purpose of performing labor and supplying material during standard working hours. We are not including overtime hours. Listed below is our proposed scope of work:

Scope: Plumbing/HVAC

Locate existing sewer line
Layout and saw cut for new connection
Excavate for new lines
Core drill wall for waste line stubs
Rough in new waste and vent lines as per print
Pour Back concrete
Install new copper water lines for bathroom and break room
Install new acorn lav, urinal, and toilet with controls
Test

Price includes labor and material
$28,500.00
Tax $947.61
Total plumbing $29,447.61

HVAC
Price for material and labor
$1,500.00
Tax $35.73
Total HVAC $1,535.73

Qualifications: The pricing above does not include tax. We are not including permit, inspection or engineering fees. This price shall be considered firm for a period of 30 days from date of receipt.

Our price to perform the above scope of works is **Dollars**

TERMS & CONDITIONS: **50% deposit upon acceptance unless pre-approved credit.**

The terms of "The Hernandez Companies, Inc." are net 10 (unless an existing agreement is in place). Any balance of this account which is not paid within 10 days of the invoice shall bear interest at 18 percent per annum, or 1.5 percent per month. In addition a $15.00 service charge will be added to said invoice to off-set the cost of booking. If this account is placed with an attorney for collection, then the customer agrees to pay, in addition to the principal and interest

Selected Subcontractor

due, any and all collection cost, fees incurred, court costs and reasonable attorney's fees. Upon signing this Agreement, the parties agree to these terms and conditions.

Submitted By: _____ Accepted By: _____ Date: _____
Print Name: JOEL BYRD Print Name: _____
Title: Plumbing/HVAC Estimator/Project Mgr. Title: _____

Selected Subcontractor

Hernandez
COMPANIES
A Construction Service Group
3734 East Anne Street
Phoenix, Arizona 85040
(602) 438-7825 Fax (602) 438-6558

Date: 1-27-21

To: CALIENTE CONSTRUCTION
Phone:
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Justin Miller
Project Manager • +1 480-894-5500 • +1 602-421-0

Estimate

Project Description: bathroom

Project Location neighborhood Resources

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General Conditions: This proposal is for the purpose of performing labor and supplying material during standard working hours. We are not including overtime hours. Listed below is our proposed scope of work:

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Total plumbing $29,447.61

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Price for material and labor
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Total HVAC $1,535.73

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TERMS & CONDITIONS: **50% deposit upon acceptance unless pre-approved credit.**

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Selected Subcontractor

due, any and all collection cost, fees incurred, court costs and reasonable attorney's fees. Upon signing this Agreement, the parties agree to these terms and conditions.

Submitted By: _____
Print Name: JOEL BYRD
Title: Plumbing/HVAC Estimator/Project Mgr.

Accepted By: _____ Date: _____
Print Name: _____
Title: _____

Selected Subcontractor

K2 Electric LLC. • Service Division

K2ELECTRIC

4038 E. Superior Ave.
Suite 102
Phoenix, AZ 85040
Phone: 602.454.7800
Fax: 602.454.9068
ROC 188040
ROC 323967
www.K2Elec.com

Commercial

Industrial

Residential

Medical / Healthcare

Design Build (CAD)

Testing Services

Infrared Testing

24/7 Emergency Services

Maintenance Contracts

Solar Projects

Proposal

Date: 2/2/21

TO: Caliente Construction

JOB: Neighborhood Resources

Work Description: Breakroom/Restroom Renovation

Our total price for the above job is: **$ 8,709.00**

Add Alternate Sales Tax $ 383.00

Inclusions:

All electrical materials and installation per plans and specifications as shown on drawings: E0.0, E2.0, Dated: 1/1/21
Addendum(s): None
Make safe for demolition.
Removing and relocating devices.
Supply and installation of light fixtures and lighting control.
Supply and installation of conduit, wire and devices.
Supply and installation of back boxes and conduit stub ups for the fire alarm, ADA push button and card reader.
Our proposal includes extending conduit and wire as required.

Exclusions:

All permit and engineering fees, sales tax and bonds.
All temporary power or lighting.
Special inspections not specifically noted on plans.
All repair of pre-existing code violations or electrical conditions.
All modifications to existing electrical distribution equipment.
Coordination study or Arc Flash study for electrical distribution system.
All load studies.
Replacement of lamps or cleaning for existing light fixtures.
All off-site trash haul-off, we will utilize an onsite dumpster.
Supply of trash dumpsters or portable restrooms.
All cutting, painting and patching of walls.
Concrete coring and floor survey by GPR or X-ray.
All asphalt and concrete saw-cutting, patching, removal or replacement.
All off hour or overtime work.

TERMS: Payment is due upon completion of the services rendered by company. In the event of a default, interest shall accrue from the date of the default at the rate of 1.5% per month. Customer agrees to pay all necessary costs, expenses, legal fees and amounts due if this account is tendered for collection. In the event any legal suite, action, or proceeding is bought relating to or arising from the contract, then the court shall award costs and expenses of the action, including attorney's fees and costs, to the prevailing party, including such costs, expenses and attorney's fees incurred on all appeals.

Selected Subcontractor

K2 Electric LLC. • Service Division

K2ELECTRIC

4038 E. Superior Ave.
Suite 102
Phoenix, AZ 85040
Phone: 602.454.7800
Fax: 602.454.9068
ROC 188040
www.K2Elec.com

Commercial

Industrial

Residential

Medical / Healthcare

Design Build (CAD)

Testing Services

Infrared Testing

24/7 Emergency Services

Maintenance Contracts

Solar Projects

Clarifications:

This proposal is firm for 30 days.
Our proposal is based upon a mutually acceptable contract.

Sincerely,

Casey Kotzenmacher
Special Project Division Manager
K2 Electric, LLC.
Mobile: 623-328-7277

TERMS: Payment is due upon completion of the services rendered by company. In the event of a default, interest shall accrue from the date of the default at the rate of 1.5% per month. Customer agrees to pay all necessary costs, expenses, legal fees and amounts due if this account is tendered for collection. In the event any legal suite, action, or proceeding is bought relating to or arising from the contract, then the court shall award costs and expenses of the action, including attorney's fees and costs, to the prevailing party, including such costs, expenses and attorney's fees incurred on all appeals.

COC JOC 1904.401 AZ0001.401 Neighborhood Resources Phase 1 - Break Room to Restroom Renovation

Caliente Construction Inc.

BID PACKAGE: Communications
BID DATE: 02/09/2021 REV1
RFI(s): 0
ADDENDUM(S): 0

BID TALLY SHEET

DESCRIPTION		BUDGET Caliente Cost	Quantity	Units	SUB 1 Aspen Technologies Curt Feldtkeller (602) 743-3929	SUB 2	SELECTED SUB
					NO BID		
BASE BID					$ -		
Communications							
Allowance		$ 2,000.00	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
0		$ -	0	0			
SALES TAX		$ -					
TEXTURA		$ -					
SUBCONTRACTOR BID		$ -			$ -	$ -	
ADD-ONS		$ 2,000.00			$ -	$ -	
TOTAL BID		**$ 2,000.00**			**NO BID**	**$ -**	**$ 2,000.00**

MARK-UPS:							
Mark-up on Change Orders							
ALTERNATES							
1							
2							
3							
SCHEDULE PROVIDED:							
TOTAL BID		**$ 2,000.00**			**NO BID**	**$ -**	**$ 2,000.00**

Western States Fire Protection Co.
Protecting Lives and Property
a subsidiary of API Group, Inc.

4346 EAST ELWOOD ST, SUITE 100
PHOENIX, AZ 85040
(602) 272-220- • (602) 272-7972
WWW.WSFP.COM

Fire Protection • Suppression • Detection Systems
Selected Subcontractor
Special Hazards • High Tech • Defense • Hangars
Retrofit • Maintenance

3-D / BIM DESIGN

Date: January 29, 2021
Project: COC Neighborhood Resources Fire Alarm
Project Location: 235 S. Arizona Ave, Chandler, AZ 85225
Proposal #: BR-8-21

Systems:	☒ Fire Alarm	☐ CCTV	☐ Access Control	☐ Security	☐ Nurse Call	☐ 2-way Emergency Comm.

Proposal Type:	☒ Turnkey	☐ Parts & Smarts	☐ Budget
Proposal is Per Plans and Specifications Dated: 1/1/2021			☒ Design Build

Fire Alarm Base Proposal:
$2,400.00 Total Turnkey Fire Alarm Installation

Base Proposal General Inclusions (See Proposal Notes for Clarification):		
Fire Alarm Control Panel	System Equipment & Devices	Owner Training
Termination of Head-End Equipment	Termination of System Devices	Engineering & Shop Drawings
State of Arizona P.E. Stamp	Permit	Warranty of Parts for (1) Year
Warranty of Labor for (1) Year	Warranty of Wire for (1) Year	Project Management
Operations Manuals & As-Built Plans	Wire and Wire Pull	
Base Proposal General Exclusions (See Proposal Notes for Clarification):		
Liquidated Damages	Fire Watch	Third Party Monitoring
Project Bonding	120V Power for FACP	Over Time Labor
Over Time Inspections	Third Party Testing	

Proposal Notes:

- This proposal includes two new fire alarm strobes.
- This proposal includes dem and make safe for the fire alarm system.
- This proposal includes new raceway, wire, and back boxes.
- This proposal assumes no other off hours, weekends, and holiday work.
- This proposal includes the required drawings engineering and permit for the associated work.
- Our Proposal is contingent upon the "Authority Having Jurisdiction" approving the equipment, submittals and drawings for the installation. Any additions required by the "AHJ" will only be undertaken following a properly authorized change order. This quotation is valid for thirty (30) days after which it is subject to review.

Albuquerque, NM
Austin, TX
Casper, WY
Colorado Springs, CO
Dallas, TX
Decatur, IL
Denver, CO
El Paso, TX
Ft. Collins, CO
Glenwood Springs, CO
Houston, TX
Jefferson City, MO
Kansas City, KS
Lakewood, CA
Las Vegas, NV
Los Angeles, CA
Missoula, MT
Phoenix, AZ
Portland, OR
Rapid City, SD
Sacramento, CA
San Antonio, TX
Seattle, WA
Spokane, WA
St. Louis, MO
Tucson, AZ
Waco, TX

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Western States Fire Protection Co.
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4346 EAST ELWOOD ST, SUITE 100
PHOENIX, AZ 85040
(602) 272-220- • (602) 272-7972
WWW.WSFP.COM

Fire Protection • Suppression • Detection Systems
Selected Subcontractor
Special Hazards • High Tech • Defense • Hangars
Retrofit • Maintenance

3-D / BIM DESIGN

U.S. GREEN BUILDING COUNCIL MEMBER

Albuquerque, NM
Austin, TX
Casper, WY
Colorado Springs, CO
Dallas, TX
Decatur, IL
Denver, CO
El Paso, TX
Ft. Collins, CO
Glenwood Springs, CO
Houston, TX
Jefferson City, MO
Kansas City, KS
Lakewood, CA
Las Vegas, NV
Los Angeles, CA
Missoula, MT
Phoenix, AZ
Portland, OR
Rapid City, SD
Sacramento, CA
San Antonio, TX
Seattle, WA
Spokane, WA
St. Louis, MO
Tucson, AZ
Waco, TX

Equipment List	
Quantity	Description
0	Fire Alarm Control Panel
0	NAC Power Supply
0	Smoke Detector with Base
0	Heat Detector with Base
0	Duct Smoke Detectors
0	Pull Station
0	Monitor Module
0	Dual Monitor Module
0	Relay Module
0	Horn Strobes
2	Strobe
0	Weatherproof Horn/Strobe
0	12V 7AH Batteries
0	120VAC Surge Protector
0	Monitor Water Flow Switch
0	Monitor Tamper Switch
0	Monitor Duct Smoke Detectors
0	Remote Test Switch w LED's for Duct Smoke Detector
0	Monitor Kitchen Hood System

Thank you for your consideration on this project.

William Rogers

Bill.rogers@wsfp.us

(480)392-9790

USGBC AND RELATED LOGO IS A TRADEMARK OWNED BY THE U.S. GREEN BUILDING COUNCIL AND IS USED BY PERMISSION

EXHIBIT C

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____
(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated

the _____ day of _____, 20___ for construction of **NEIGHBORHOOD RESOURCES CAPITAL RENOVATION (RESTROOM & BREAKROOM), AZ0001.401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT D

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20___ for construction of **NEIGHBORHOOD RESOURCES CAPITAL RENOVATION (RESTROOM & BREAKROOM), AZ0001.401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **NEIGHBORHOOD RESOURCES CAPITAL RENOVATION (RESTROOM & BREAKROOM)**
Project No.: **AZ0001.401**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **NEIGHBORHOOD RESOURCES CAPITAL RENOVATION (RESTROOM & BREAKROOM)**
Project No.: **AZ0001.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **AZ0001.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

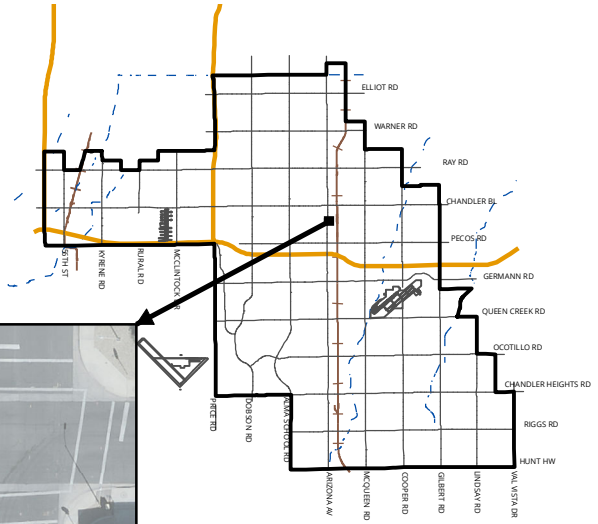
_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

CHANDLER arizona

NEIGHBORHOOD RESOURCES RENOVATIONS FOR NEW PUBLIC RESTROOM AND RELOCATED BREAK AREA PROJECT NO. AZ0001.401



MEMO NO. CP21-093

● PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-093 NEIGHBORHOOD RESOURCES RENOVATIONS\CP21-093.mxd 2/10/2021 MARICELAH

CHANDLER arizona
Community of Innovation

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

Date:	March 25, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Sean Duggan, Police Chief
From:	Travis Feyen, Police Commander
Subject:	Agreement No. PD6-680-3619, Amendment No.5, for Police Supplies

Proposed Motion:

Move City Council approve Agreement No. PD6-680-3619, Amendment No. 5, with Universal Police Supply Company, for police supplies, in an amount not to exceed $266,549.25, for the period of July 1, 2020, through June 30, 2021

Background/Discussion:

During Fiscal Year 2004-2005, the Police Department purchased over 300 ballistic helmets to outfit sworn officers. The helmet provides ballistic protection against certain firearms as well as blunt force trauma protection. With this purchase, the helmets were warrantied for five years. The helmets are made from Kevlar fibers which will degrade over time, reducing the ballistic protection capabilities.

The Police Department is recommending replacement of the ballistic helmet inventory, which is out of warranty. Through research, staff has determined the latest version of the United Shield International ACH/MICH MIL Ballistic Helmet with the BOA retention harness and Riot Face Shield will meet the protection needs and is the most cost-effective choice.

Evaluation:

On June 23, 2016, City Council approved an agreement with Universal Police Supply for police supplies, for a one-year period, with the option of up to four one-year extensions. This amendment is for the purchase of 350 ballistic helmets.

The term of this Agreement will remain July 1, 2020, through June 30, 2021.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2030.5313.0.0.0	General Fund	N/A	$80,000.00	N
101.2060.6314	General Fund	Communication Equipment	$186,549.25	N

Attachments

Agreement 3619 Amendment 5

CHANDLER arizona

City Clerk Document No. 05-850

City Council Meeting Date: March 25, 2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
POLICE SUPPLIES
CITY OF CHANDLER AGREEMENT NO. PD6-680-3619

THIS AMENDMENT NO. 5 (Amendment No. 5) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Universal Police Supply Company. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for Police Uniforms (Agreement); and

WHEREAS, the term of the Agreement is July 1, 2020 through June 30, 2021; and

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4.1 Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of Amendment 4, which is incorporated into and made a part of this Amendment No. 5 by this reference. Total payments made to the Contractor during the term of this Amendment No. 5 will not exceed $266,549.25

3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 5 and the Agreement, the terms and conditions in this Amendment No. 5 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____

Its: Key Account Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

REVISED
EXHIBIT B

PRICE PAGE

Section 1 – Duty Gear				
Item	**Description**	**Model#**	**Part#**	**Unit Cost**
1.	Flashlight, SL20L, Streamlight with AC/DC Chargers		20703	$124.89
2.	Flashlight, SL20L, Streamlight (Flashlight Only)		20700	$95.68
3.	Lens, Replacements for Streamlight Flashlights SL20L, SL20X, and SL20X LED		20160	$1.57
4.	Replacement lamp module for SL20L and SL20X LED		252018	$25.01
5.	Safety Wand, Streamlight for SL20X, SL20X LED, SL20L LED		22511	$5.02
6.	Safety Wand, Streamlight for Stinger DS, DS LED HL		75903	$4.40
7.	Flashlight, Stinger DS LED, Streamlight with AC/DC Chargers		75813	$121.59
8.	Flashlight, Stinger DS LED HL, Streamlight with AC/DC Chargers		75454	$139.83
9.	Replacement Lamp Module for Stinger DS LED and DS LED HL		75798	$15.72
10.	Flashlight Ring, Belt Keeper, Snap, Bianchi, Black	7409K	23497	$6.74
11.	Flashlight Ring, Plain Leather, Snap, Safariland, Black	730	730-2PBL	$10.41
12.	Compact Light Holder, Bianchi, Black	7326	22838	$11.94
13.	Compact Light Holder, Plain Leather, Bianchi, Black	7926	22096	$11.33
14.	Open Top Mini Flashlight Holder, Plain Leather, Safariland, Black	306	306-1-2	$19.91
15.	Handcuffs, Smith & Wesson	100N	350103	$21.62
16.	Handcuffs, Peerless	700N	4710	$23.09
17.	Handcuff Case, Single, Bianchi, Black (snap and velcro)	7300	17390/18190	$19.60
18.	Handcuff Case, Hi-Gloss Leather, Safariland, Black (chrome and hidden)	90	90-9/90-9HS	$26.03
19.	Handcuff Case, Plain Leather, Hidden Snap, Safariland, Black	90	90-2HS	$22.97
20.	Handcuff Case, Single, Open Top, Nylon, Safariland, Black	7334	22964	$15.93
21.	Handcuff Case, Single, Open Top, Plain Leather, Safariland, Black	7934	22965	$18.99
22.	Handcuff Case, Double, Bianchi, Black (snap and velcro)	7317	18771/18772	$16.84
23.	Handcuff Case, Double, Plain Leather, Safariland, Black	290	290-2HS	$31.85

24.	Handcuff Key, Long, Carbon Fiber, Clip, Hiatt	8400-1	8400-1-65	$6.25
25.	ASP T50KC Foam K Coat Talon Baton (Cap)	22413	22413	$125.44
26.	ASP T60KC Foam K Coat Talon Baton (Cap)	22613	22613/22614	$129.37
27.	Expandable Baton Holder, 21", Bianchi, Black	7312	2406	$13.78
28.	ASP Envoy 50 Scabbard	52446		$35.78
29.	ASP Envoy 60 Scabbard	52446		$39.71
30.	Baton Ring, Bianchi, Black	7404	14414	$7.04
31.	Baton Ring, Plain Leather, Ring-Snap, Safariland, Black	692S	692S-2PBL	$10.41
32.	Baton Holder, Plain Leather, 21" & 26", Safariland, Black	35	35-F21-2/35-F26-22	$22.97
33.	Pepper Spray, Defense Technology, 1.47 oz., First Defense Stream, .2%	MK-3	5039	$10.35
34.	Pepper Spray, Defense Technology, 3.67 oz., First Defense Stream, .2%	MK-4	5049	$10.73
35.	Pepper Spray, Defense Technology, 12 oz., First Defense Stream, .2%	MK-9	5099	$36.85
36.	OC/Mace Holder, Large, Bianchi, Black (snap and velcro)	7307	18204/17445	$15.93
37.	OC/Mace Holder, Plain Leather, Large, Safariland, Black	38	38-2HS	$22.97
38.	OC/Mace Holder, Small, Bianchi, Black (snap and velcro)	7307	18205/17446	$15.93
39.	OC/Mace Holder, Plain Leather, Small, Safariland, Black	38	38-3-2HS	$22.97
40.	Duty Belt, Outer Belt, (Buckle Type Only), Bianchi, Black	7200		$36.14
41.	Duty Belt, Hi-Gloss Leather, Buckled, Suede Lined, Sam Browne Safariland, Black, Various Sizes, Chrome	87	87-XX-9/87-XX-9B	$56.04
42.	Duty Belt, Outer Belt, Plain Leather, Buckleless, Safariland, Black, Various Sizes	94	94-XX-2	$55.43
43.	Duty Belt, Outer Belt, AccuMold Elite, Buckled, Bianchi, Black, Plain, Various Sizes	7950	7950-XX	$42.46
	Product No. _____			
44.	Duty Belt, Outer Belt, AccuMold Elite, Buckleless, Bianchi, Black, Plain, Various Sizes	7970	7970-XX	$50.84
45.	Duty Belt, Under Belt, Hi-Gloss Leather, Buckleless, Reversible, Safariland, Black, Various Sizes	99	99-X-9	$31.54
46.	Duty Belt, Under Belt, Plain Leather, Safariland, Black, Various Sizes	99	99-X-2	$28.48
47.	Liner Belt, Durable Nylon Web, Bianchi, Black, Various Sizes	7205		$15.62
48.	Magazine Pouch, Double, Bianchi, Black (Snap and Velcro)	7302	25332/25333	$24.19
49.	Magazine Pouch, Double, Hi-Gloss Leather, Safariland,	77	77-083-9/77-	$31.85

	Black (Chrome and Brass)		083-9B	
50.	Magazine Pouch, Double, Plain Leather, Hidden Snap, Safariland, Black	77	77-083-2HS	$29.40
51.	Magazine Pouch, Double, Open Top, Plain Leather, Safariland, Black	8020	31396	$16.23
52.	Magazine Pouch, Double, Open Top, Plain Leather, Safariland, Black	73	73-83-13	$26.95
53.	Belt Keepers, Pack of 4, Bianchi, Black	7406	15635	$9.49
54.	Belt Keepers, Pack of 4, Nylon, 2", Uncle Mike's, Black		8865-2	$9.19
55.	Belt Keepers, Pack of 4, Hi-Gloss Leather, Safariland, Black	62	62-4-9HS	$20.52
56.	Belt Keepers, Pack of 4, Plain Leather, Safariland, Black	62	62-4-2HS	$16.84
57.	Belt Keeper, Hide-A-Keeper s/hidden cuff key, Plain Black Leather, Safariland	HK-11	HK-11-2	$17.15
58.	Radio Holder, Universal, Swivel, Nylon, Bianchi, Black	7314S	18521	$26.03
59.	Double Magazine Pouch, Open Top, Leather, Black, Model 73, Part 73-83-13	73	73-83.-13	$23.28
60.	Radio Holder, Plain Leather, Swivel, Size 2, Bianchi, Black	7923	22804	$31.24
61.	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Right Handed	6390	6390-8325-411	$104.37
62.	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Left Handed	6390	6390-8325-412	$104.37
63.	STX Tactical Black SLS EDW Level II Retention Clip on Duty Holster for Taser, Right Hand	6520	6520-264-131	$74.24
64.	STX Tactical Black SLS EDW Level II Retention Clip on Duty Holster for Taser, Left Hand	6520	6520-264-132	$74.24
65.	Safariland Open Top Handcuff Case, MODEL 090, Black, Plain, 090-2/090H-2	7934	22965	$21.13
66.	Holster, SLS Mid-Ride, Hi-Gloss, Level II Retention, Safariland, Black (right and left hand)	6280	6280-83-XX	$150.31
67.	Holster, SLS Mid-Ride, Hi-Gloss, Level II Retention, Safariland, Black with light, right and left hand)	6280	6280-832-XX	$150.31
68.	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Right Handed, RDS	6390	6390-RDS-832-411	$120.17
69.	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Left Handed, RDS	6390	6390-RDS-832-412	$120.17
70.	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Right Handed	6390	6390-8325-131	$104.37

71.	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Left Handed	6390	6390-8325-132	$104.37
72.	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Right Handed	7390	7390-8327-411	$104.37
73.	Holster, Gen5 ALS Mid-Ride Level 1 Retention for light, STX Plain Black, Left Handed	7390	7390-8327-412	$104.37
74.	Bianchi Compact Light Holder, Black, Size 2, Par. No. 22838, Model 7326	7326	22838	$11.94
75.	Safariland SLS Mid-Ride Level II Retention for Taser, Hardshell STX, Right Handed, Black, STX Tactical,	6280	6280-64-131	$93.35
76.	Safariland SLS Mid-Ride Level II Retention for Taser, Hardshell STX, Left Handed, Black, STX Tactical,	6280	6280-64-132	$93.35
77.	Whistle, Nickel, Silver in color			$2.45
78.	Fingerprint Pad, 6 pack, Sirchie (mini porelon)		PMP1002	$69.07
79.	Fingerprint Pad, 6 pack, Perfect Print	P1-5	1007759	$52.47
80.	Traffic Template, N.W. University Traffic Inst.		NW1000	$14.70
81.	Tactical Leg Shroud with Removable Harness, Safariland (various colors)	6005-10		$47.16
82.	Ballistic Helmet , ACH MICH LE with mesh harness, USI-BOA Reversible BOA Harness and DK6-H150 face shield and bag Black, Various Sizes		ACH MICH LE w/BOA Bag	S,M,L=$493.06 XL=$523.69
83.	Hobble Restraint, Brass Snap, Ripp Restraints Int., Black		RS078	$14.09
84.	Streamlight TLR-1's, White LED Flashlight, Rail Mounted Tactical, Black		69210	$115.96
.	Streamlight TLR-7, White LED Flashlight, Rail Mounted Tactical, Side Switch, Black		69424	$115.74

Section 2 – Optional Items				
Item	**Description**	**Model#**	**Part#**	**Unit Cost**
1.	Battery, Streamlight Replacement	SL20L	77375	$26.56
2.	Battery, Stinger Replacement	DS LED HL	75375	$14.90
3.	OC/Mace Holder, Plain Leather, Small, Open Top Safariland, Black	37	37-4-2	$19.91

CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No.** 2021-016

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Sean Duggan, Police Chief
W. David Ramer, Assistant Police Chief
From: Judy Mandt, Police Planning and Research Analyst
Subject: Resolution No. 5453 Pertaining to the Submission of Projects for Consideration in Arizona's 2021 Highway Safety Plan

Proposed Motion:

Move City Council pass and adopt Resolution No. 5453 pertaining to the submission of projects for consideration in Arizona's 2022 Highway Safety Plan, and authorize the Chief of Police to conduct all negotiations and to execute and submit all documents necessary in connection with such grant.

Background:

In the past, the Police Department has experienced success obtaining awards from the Governor's Office of Highway Safety (GOHS), including six awards under the FY 2021 program for DUI Overtime and Supplies, Occupant Protection (Seatbelt) Enforcement, Motorcycle Safety Education Program, Know Your Limit (KYL) Education Program, and Pedestrian/Bicycle Safety. Staff has submitted applications for award consideration in the FY 2022 program, which begins October 1, 2021; however, a City Council approved resolution must be part of the application package. This year, the Police Department is submitting the following requests to GOHS for consideration in its FY 2022 budget:

1. DUI Enforcement OT and Supplies - $136,500
2. KYL Education Program - $56,000
3. Forensic Training and Equipment - $4,800
4. Pedestrian Bicycle Safety (MAG) - $59,000
5. Occupant Protection OT - $50,000
6. Motorcycle Safety Education Program - $32,750
7. Speed Enforcement OT - $30,000

GOHS may award all requests, break the requests up into smaller awards (i.e. Seatbelt Enforcement could be broken up into Occupant Protection, Click It Or Ticket, Child Safety Week, etc.), award a program not formally requested (such as DUI training conference), or award a program through another source (such as DUI Abatement Council or Prop 207).

Financial Implications:

There are no matching dollars required for these programs.

Attachments

RESOLUTION NO. 5453

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN ARIZONA'S 2022 HIGHWAY SAFETY PLAN

WHEREAS, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the City of Chandler, through its Police Department, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

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

Section 1. THAT approval of the submission of any and all projects for consideration in Arizona's 2022 Highway Safety Plan, including, but not limited to, those projects in the corresponding Council memo presented in support of this Resolution, is granted.

Section 2. THAT Sean Duggan, Chief of Police, is appointed agent for the City of Chandler, to conduct all negotiations and to execute and submit all documents including awards and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5453 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2021.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

ITEM 27

City Council Memorandum **Public Works & Utilities** **Memo No.** RE21-095

Date: March 25, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works & Utilities Director
Andrew Goh, Capital Projects Manager

From: Erich Kuntze, Real Estate Manager

Subject: Introduction of Ordinance No. 4964 Authorizing the Sale of a Parcel of City-Owned Land at the Southwest Corner of McQueen Road and Pecos Road to WNDG, LLC, an Arizona Limited Liability Company

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Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 4964 authorizing the sale of a parcel of City-owned land at southwest corner of McQueen Road and Pecos Road to WNDG, LLC, an Arizona Limited Liability Company.

Background:

WNDG, LLC, is developing a retail center at the southwest corner of McQueen and Pecos roads. Consideration of the applicant's rezoning, preliminary development plan, and preliminary plat appears as a separate item on this City Council agenda. There is a small City-owned parcel at this location that was previously used as a wastewater lift station. WNDG, LLC, has offered to pay the City five hundred dollars ($500.00) for the parcel so that it can be added into their development. This amount is a typical value the City pays for remnant parcels when acquiring portions within existing roadways. This parcel is an uneconomic remnant of little value and must be maintained by the City at the expense of its citizens. WNDG, LLC, will landscape the parcel and maintain it in the future.

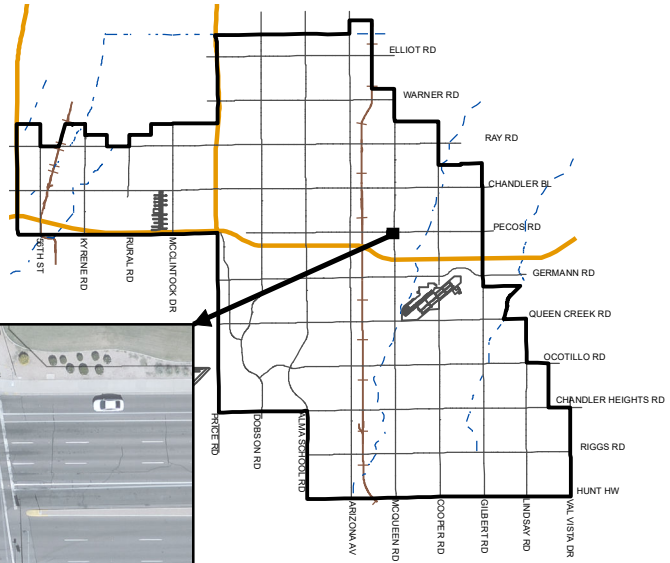
Staff has reviewed and approved the legal description and recommends City Council approve the sale of the property WNDG, LLC.

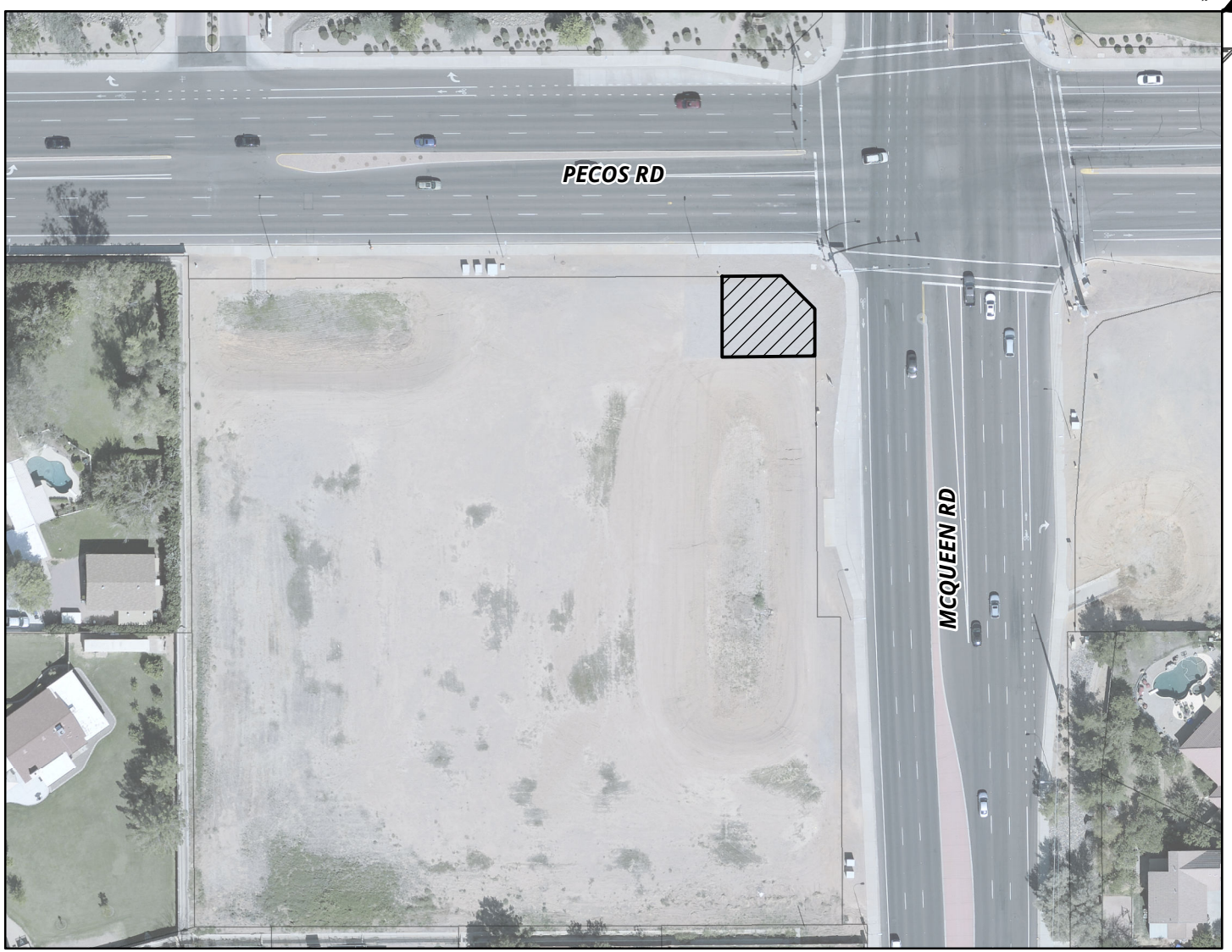
Attachments

Location Map
Ordinance No. 4964

CHANDLER arizona

SALE OF A PARCEL OF CITY OWNED LAND AT THE SOUTHWEST CORNER OF MCQUEEN ROAD AND PECOS ROAD, ASSESSOR'S PARCEL NUMBER 303-28-252D, TO WNDG, L.L.C., IN CONSIDERATION FOR THE PAYMENT OF FIVE HUNDRED ($500.00) DOLLARS





MEMO NO. RE21-095

ORDINANCE 4964

PARCEL

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ORDINANCE NO. 4964

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE SALE OF A PARCEL OF CITY-OWNED LAND AT THE SOUTHWEST CORNER OF MCQUEEN ROAD AND PECOS ROAD TO WNDG, LLC, AN ARIZONA LIMITED LIABILITY COMPANY.

WHEREAS, the City of Chandler owns a parcel of land at the southwest corner of McQueen Road and Pecos Road as more fully described in the attached Exhibit "A" (the "Property"); and

WHEREAS, the City previously abandoned its facilities on the Property; and

WHEREAS, the Property is an uneconomic remnant that has little or no value and must be maintained by the City at an expense to its citizens; and

WHEREAS, WNDG, LLC, an Arizona limited liability company, is developing a retail center adjacent to the Property and has offered to purchase the Property for Five Hundred Dollars ($500.00); and

WHEREAS, the sale of the Property will benefit the citizens of Chandler by relieving them from the burden of maintaining the Property.

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

Section 1. That the real property located at the southwest corner of McQueen Road and Pecos Road as more fully described in Exhibit "A", shall be conveyed to WNDG, LLC, an Arizona limited liability company, for the consideration of Five Hundred Dollars ($500.00).

Section 2. That the conveyance of the Property shall be by Quit Claim Deed substantially in the form attached hereto as Exhibit "B".

Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the Quit Claim Deed and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4964 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2021 , and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

EXHIBIT “A”

Legal Description

A portion of the Northeast quarter of Section 3, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northeast Corner of said Section 3 from which the North Quarter Corner of said Section 3 bears S 89 Degrees 44 minutes 00 seconds West a distance of 2,646.35 feet;

THENCE along the North line of said Section 3 South 89 degrees 44 minutes 00 seconds West a distance of 135.84 feet;

THENCE departing said North line South 00 degrees 16 minutes 00 seconds East, a distance of 65.00 feet to the South Right-of-Way Line of Pecos Road and the POINT OF BEGINNING;

THENCE South 00 degrees 27 minutes 29 seconds East, a distance of 49.00 feet;

THENCE North 89 degrees 44 minutes 00 seconds East, a distance of 57.00 feet to the West Right-of-Way line of McQueen Road;

THENCE North 00 degrees 27 minutes 32 seconds West along the West Right-of-Way line of McQueen Road, a distance of 29.00 feet;

THENCE North 45 degrees 21 minutes 46 seconds West, a distance of 28.33 feet to a point on the South Right-of-Way line of Pecos Road;

THENCE South 89 degrees 44 minutes 01 seconds West, along the South Right-of-Way line of Pecos Road a distance of 37.00 feet to the POINT OF BEGINNING.

Containing an area of 2,627.8 square feet (0.06 acres) more or less.

Note: The legal description above is based on county and municipal documents. It is not based on a boundary survey of the subject parcel.

EXHIBIT “B”

WHEN RECORDED, RETURN TO:
City Clerk's Office
P.O. Box 4008, Mail Stop 606
Chandler, Arizona 85244-4008

APN: 303-28-252D
Section 3, Township 2 South, Range 5 East

This document is exempt from Affidavit and Fee requirements pursuant to A.R.S. 11-1134.A.3.

QUIT CLAIM DEED

For the consideration of TEN AND NO/100 DOLLARS, ($10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

CITY OF CHANDLER,
an Arizona municipal corporation,

(Grantor), does hereby quit claim, without warranty, to **WNDG, L.L.C., an Arizona limited liability company** ("Grantee"), all right, title and interest in that certain real property situated in Maricopa County, Arizona, more particularly described in **Exhibit A** attached hereto and made a part hereof.

GRANTOR: City of Chandler,
an Arizona municipal corporation

By: _____
Mayor Kevin Hartke

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this, the ____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared Kevin Hartke, who acknowledged himself to be the Mayor of the City of Chandler, an Arizona municipal corporate, and that he, as such officer being authorized so to do, executed the foregoing Quit Claim Deed for the purposes therein contained.

Notary Public

My Commission Expires:

A.R.S. § 41-313(C) DISCLOSURES

Description of document this notarial certificate is being attached to:	
Type/Title	Quit Claim Deed
Date of Document	
Number of Pages	4 which includes Exhibit A
Add'l Signers (other than those named in the notarial certificate.)	None

EXHIBIT “A”

Legal Description

A portion of the Northeast quarter of Section 3, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING at the Northeast Corner of said Section 3 from which the North Quarter Corner of said Section 3 bears S 89 Degrees 44 minutes 00 seconds West a distance of 2,646.35 feet;

THENCE along the North line of said Section 3 South 89 degrees 44 minutes 00 seconds West a distance of 135.84 feet;

THENCE departing said North line South 00 degrees 16 minutes 00 seconds East, a distance of 65.00 feet to the South Right-of-Way Line of Pecos Road and the POINT OF BEGINNING;

THENCE South 00 degrees 27 minutes 29 seconds East, a distance of 49.00 feet;

THENCE North 89 degrees 44 minutes 00 seconds East, a distance of 57.00 feet to the West Right-of-Way line of McQueen Road;

THENCE North 00 degrees 27 minutes 32 seconds West along the West Right-of-Way line of McQueen Road, a distance of 29.00 feet;

THENCE North 45 degrees 21 minutes 46 seconds West, a distance of 28.33 feet to a point on the South Right-of-Way line of Pecos Road;

THENCE South 89 degrees 44 minutes 01 seconds West, along the South Right-of-Way line of Pecos Road a distance of 37.00 feet to the POINT OF BEGINNING.

Containing an area of 2,627.8 square feet (0.06 acres) more or less.

Note: The legal description above is based on county and municipal documents. It is not based on a boundary survey of the subject parcel.

ITEM 28

City Council Memorandum **Public Works & Utilities** **Memo No.** UA21-042

Date:	March 25, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager John Knudson, Public Works and Utilities Director
From:	Tabitha Sauer, Solid Waste Manager
Subject:	Purchase of Refuse and Recycling Containers and Parts

Proposed Motion:

Move City Council approve the purchase of refuse and recycling containers and parts, from Otto Environmental Systems, utilizing City of Mesa Contract No. 2018048, in an amount not to exceed $325,000.

Background/Discussion:

The Solid Waste Services Division purchases approximately 6,000 plastic refuse and recycling curbside containers annually. The containers are provided to newly-constructed homes and to existing homes requiring a replacement container or additional containers. In addition, approximately 1,000 replacement parts, consisting of lids and wheels, are used for container repairs after warranty expiration.

Evaluation:

The City of Mesa competitively solicited and awarded a contract for refuse and recycling containers. The City has a current Intergovernmental Agreement with the Strategic Alliance for Volume Expenditures (S.A.V.E.) allowing for the cooperative use of S.A.V.E. contracts, including the City of Mesa contract.

Staff recommends the cooperative use of this contract because the price is competitive and the product offered has performed well in testing and in the field. The S.A.V.E. contract is valid through January 31, 2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
625.3700.5325.0.0	Solid Waste Operating	Containers	325,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-100

Date: March 25, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Sandra Story, Engineering Project Manager

Subject: Professional Services Agreement No. WW1901.201, Amendment No. 2, with Wilson Engineers, LLC, for the Water Reclamation Facility Improvements

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Proposed Motion:

Move City Council award Professional Services Agreement No. WW1901.201, Amendment No. 2, to Wilson Engineers, LLC, for additional design services, for the Water Reclamation Facility Improvements, in the amount of $222,570, for a revised contract amount not to exceed $4,122,380.

Background/Discussion:

The City provides wastewater services to over 260,000 residents. This number is projected to increase to 300,000 by the year 2040. Wastewater is delivered to reclamation facilities where it is treated to produce A+ quality effluent for delivery to the City's reclaimed water system. The Ocotillo Water Reclamation Facility (OWRF), located at 3333 S. Old Price Road, was originally built in 1985. The Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road, was originally built in 1998. Both facilities are in need of rehabilitation due to aging infrastructure.

On September 12, 2019, City Council awarded Professional Services Agreement No. WW1901.201 to Wilson Engineers, LLC, for preliminary design, detailed design, permitting of improvements, agency coordination, and construction delivery method assistance for the Water Reclamation Facilities Improvements at OWRF and AWRF. During the early phase of design, additional funding was budgeted as part of the Public Works & Utilities Fiscal Year 2020/21 budget process that allowed for equipment and structures to be added into the rehabilitation project from the prioritized list. Amendment No. 1 for this project was awarded by City Council on July 16, 2020. The amendment included additional items for design of a sludge holding tank and associated appurtenances including aeration blowers, electrical building, a two-million gallon capacity reclaimed water reservoir, various process improvements to the biological treatment basins at the OWRF facility, and a prefabricated maintenance building at the AWRF.

The project scope of work for Amendment No. 2 includes additional design for modifications and upgrades necessary for the OWRF sludge pump station, OWRF influent pump station odor control system evaluation, additional grading and paving work at OWRF and AWRF sites, and replacement of the existing covered reclaimed water reservoir. The contract completion time remains at 660 calendar days to final completion following the Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law for professional services. Staff reviewed the scope of work, billing rates, and total fee for the project and determined them to be reasonable.

Financial Implications:

Original Contract	$2,724,250	
Amendment No. 1	$1,175,560	43% of original
Amendment No. 2	$ 222,570	8% of original
Revised Contract Amount	$4,122,380	

Fiscal Impact

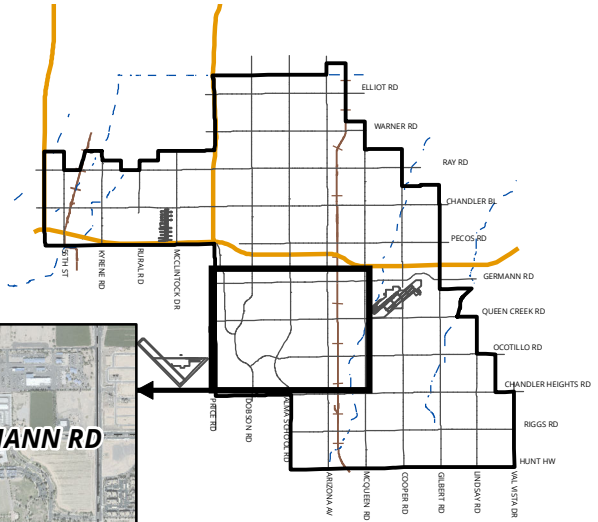
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
611.3910.6817.6WW621	Wastewater Bonds	Water Reclamation Facility Imprvmnt	$222,570	Y

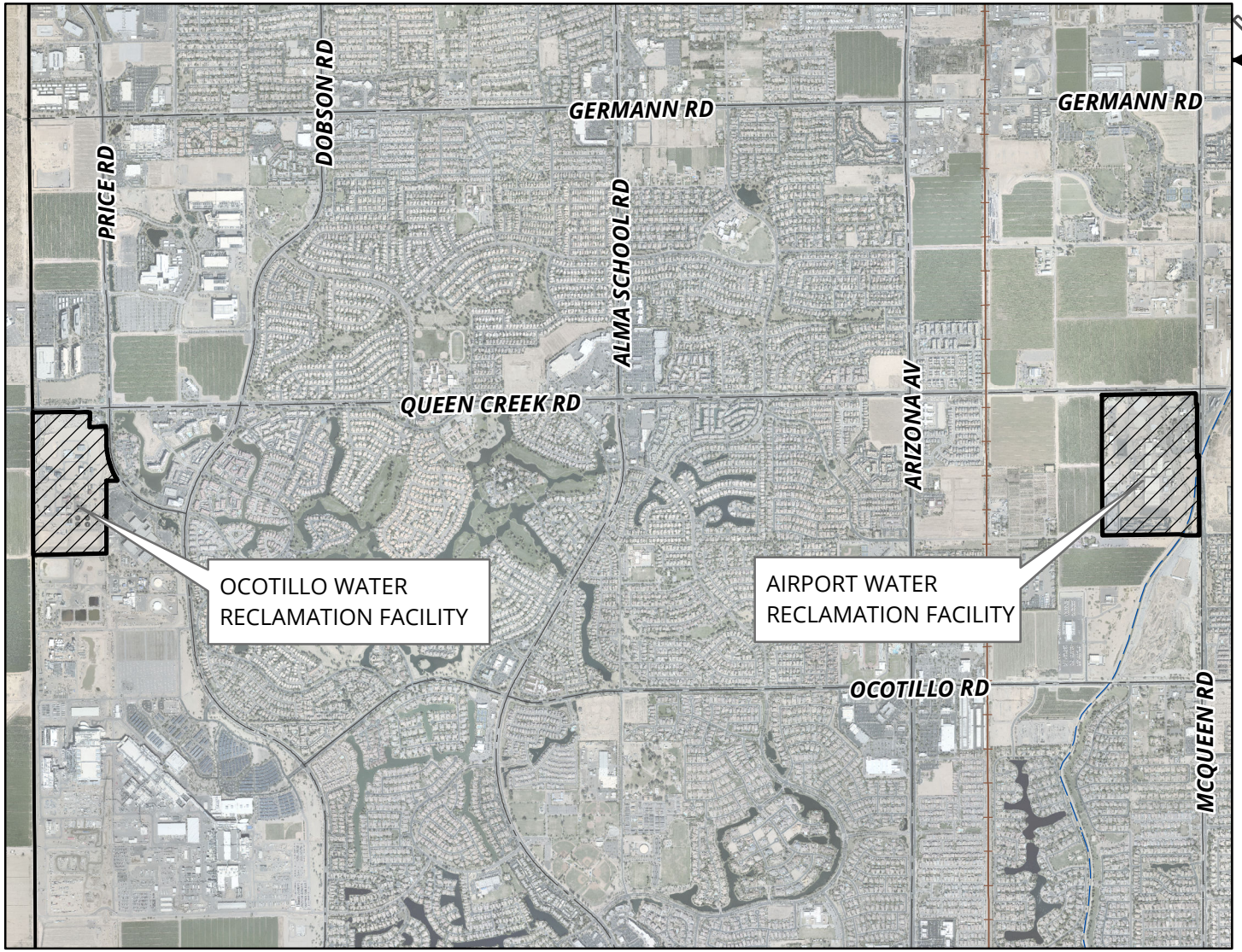
Attachments

Location Map
Agreement Amendment

CHANDLER
arizona

WATER RECLAMATION FACILITY IMPROVEMENTS
PROJECT NO. WW1901.201





MEMO NO. CP21-100

PROJECT SITE

NTS

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AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
Design Services
Water Reclamation Facility Improvements

Project No. WW1901.201
Council Date: March 22, 2021 Item No.

THIS AMENDMENT NO. 2 ("Amendment No. 2") to the agreement for services dated 13th of September, 2019 (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Wilson Engineers, LLC, a limited liability company** ("Consultant"), on this _____ day of _____, 202_____ ("Effective Date"). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. The Parties entered into the Agreement for the following services: **Design Services** ("Services") for **Water Reclamation Facility Improvements** project.

B. The Parties have determined that it is necessary and desirable for the Consultant to perform additional services for the City under the terms and conditions set forth in this Amendment No. 2 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 2, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT'S SERVICES

The Agreement is amended to add the modified scope of work described in **Exhibit "A"** attached to and made a part of this Amendment No. 2 by this reference.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Agreement is amended to increase the total contract price in an amount not to exceed **$222,570** for a total contract amount of **$4,122,380** payable in accordance with **Exhibit "B"** attached to and made a part of this Amendment No. 2 by this reference.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement and this Amendment No. 2 constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. The terms and conditions of the Agreement are incorporated into and made a part of this Amendment No. 2. If a conflict or ambiguity arises among the Agreement and Amendment No. 2, the instrument in the following order prevails and controls: (1) Amendment No. 2; and (2) Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 2.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Wilson Engineers, LLC

02/19/2024
Signature Date

Uday Kumar Gandhe
Print Name

Principal
Title

These changes result in the following adjustments of contract amount and time:

Original Contract amount:	$ 2,724,250
Current Contract amount, prior to this Amendment: (including previous Amendments)	$ 3,899,810
Net change resulting from this Amendment:	$ 222,570
Revised Contract amount, including this Amendment:	$4,122,380
Last Contract amount approved by Council:	$ 3,899,810
Amendment % of last Contract amount approved by Council: (if accumulated amount over 10% of previous Contract amount approved by Council, Council approval is required)	5.7%

Contract time or completion date prior to this Amendment: (including previous amendments)	**660** Days	or	_____ Date
Net change resulting from this Amendment:	**0** Days	or	_____ Date
Revised Contract time or completion date: (including this amendment)	**660** Days	or	_____ Date

THIS AMENDMENT No. _____ does NOT require Council approval: _____
Amendment is less than 10% of Contract amount last approved by Council

THIS AMENDMENT No. 2 does require Council approval: X
Amendment is over 10% of previous Contract amount approved by Council

Amendment No. 2 Council approval: _____ Item No.: _____, if applicable

OWNER NAME & DATE APPROVAL: John Pinkston 2/13/2021

E-copy: Project Mgr. Consultant Owner File

EXHIBIT A
SCOPE OF WORK

WILSON ENGINEERS

1620 West Fountainhead Parkway, Suite 501
Tempe, AZ 85282
480-893-8860 | 480-893-8968 Fax
Wilson-Engineers.com

EXHIBIT A – SCOPE OF SERVICES
CITY PROJECT NUMBER: WW 1901-201

February 9, 2021

TASK 1. PROJECT MANAGEMENT

The ENGINEER will perform various project management and monitoring activities throughout the project, as delineated in the following tasks and sub-tasks. The ENGINEER shall prepare and submit regular monthly invoices and shall include a summary of the work completed for each billing cycle. Prepare and distribute agenda and minutes for each meeting. Agenda will be submitted to the CITY at least two (2) days prior to the meeting. Minutes will be submitted to the CITY no more than five (5) days following each meeting.

Task 1.1 Project Meetings: Conduct additional periodic project meetings with CITY representatives throughout the Project to keep the CITY informed of the project progress and obtain input and direction as required. The meeting objectives will include the presentation of alternative evaluations for CITY review and approval; results from data collection, and other outstanding project issues. The anticipated number of periodic meetings during this phase shall be six.

Task 1.2 Odor Control Evaluation and Alternatives Workshop: Conduct a workshop with CITY and other project stakeholders as necessary to discuss the evaluation of the odor control system at the Ocotillo WRF for the pump station. This workshop will discuss the results of the odor control evaluation and will also facilitate discussion with regards to available alternatives for upgrades or the replacement of the existing facilities. Based on the determination of the evaluation, the City may determine to proceed with the detailed design of the odor control upgrades.

TASK 2. PRELIMINARY DESIGN

Task 2.1 Preliminary Design Report: The ENGINEER will provide brief summary description for improvements of processes or systems that have been added to the project. The ENGINEER shall advance the design concepts and provide preliminary design criteria, document the preliminary alternatives, schematics, layouts, and criteria developed and evaluated in previous tasks into an overall combined Preliminary Design Report for both facilities. The preliminary design report will be completed for the purposes of submittal to the Maricopa County along with the Agency Review Set (90% Submittal) documents.

Task 2.2 Odor Control Evaluation Tech Memo: The ENGINEER shall conduct an evaluation of the existing odor control system. This task will include an evaluation of existing system performance and identify potential upgrades to the existing system as well as identify options for replacement of existing system with facilities such as a new chemical scrubber, a biofilter or an addition of a second stage to the existing bio-trickling filter. The task will include development of a preliminary layout for each system, identifying pros and cons associated with each alternative and will identify conceptual level costs for each of the alternatives. A brief technical memorandum will be prepared to summarize the findings with recommendations. Detailed design of any alternative identified as part of this evaluation is not included in this scope of work.

Task 3.3 Drainage Reports: The ENGINEER shall identify the additional paving and grading improvements on both the AWRF and OWRF sites and update the existing drainage reports for review and approval by the CITY. The grading and drainage modifications will be identified in two separate reports (one for each site) and will be incorporated into detailed design documents. The updated grading and drainage reports will be submitted to the City Civil Plan Review for final approval.

TASK 3. DETAILED DESIGN

The ENGINEER will prepare detailed construction documents for the entire Project along with the additional elements that have been added to the project.

Preparation of construction drawings and technical specifications will be as follows:

1. Drafting and CADD Standards: The organization and preparation of construction drawings shall be in accordance with the City drafting guidelines.
2. Technical Specifications: Technical specifications shall be prepared using the City's Standard Specifications Guide Documents, Divisions 1 through 17.

The Engineer will prepare detailed design documents for additional design scope items identified as a separate set of GMP documents as a standalone design document. The level of detail on the drawings in each progress submittal should be as given below.

Sixty Percent (60%) Progress Submittal

The project drawings and specifications for each discipline are coordinated and directly moved to a 60% level of design and will progress to the level where the design intent is established and must show the work in sufficient detail that a contractor can recognize elements and requirements for construction.

The ENGINEER shall finalize the process control narratives for the additional elements at the WRFs along with all other design items, prior to completion of the 60% detailed design documents and after a detailed review of the narratives with the City staff.

The set of drawings shall include a cover sheet and an index sheet, Civil, Architectural, Structural, Mechanical, Electrical and Instrumentation Drawings. Draft Specifications for major equipment shall be included in the submittal.

Ninety Percent (90%) Progress Submittal (Agency Review Set)

Drawings and details in all disciplines should be complete for all the additional design elements along with the other design items. Specifications should be essentially complete. Design calculations in all disciplines shall be essentially complete and checked. Comments on design, drawings and specifications from previous reviews must have appropriate responses before the 90% progress submittal is submitted. Comments from the 60 percent review by City staff, any constructability reviews, and review comments from regulatory agencies must have appropriate responses or actions.

Final (100%) Contract Documents

Drawings and specifications should be complete and accepted by the City. All construction documents should be complete and ready for construction pricing of the work.

Maintenance of Plant Operations (MOPO)

The ENGINEER shall identify additional preliminary MOPO list that will identify areas of construction of additional facilities that interfaces with the existing facilities. The additional preliminary MOPO list shall be added to the other MOPO list along with the 60% Submittal and included in the preliminary design report. The preliminary MOPO list shall be used as the basis for development of the MOPO activities during the detailed design phase.

MOPO development shall occur during preparation of drawings and specifications and the ENGINEER's will include the following:

- Assist CMAR in developing additional draft MOPOs to be added to the current design elements list with input from City operation and maintenance staff.
- Incorporate additional MOPO requirements into the drawings and specifications.
- Participate in a site walk-through with CMAR and the City operation and maintenance staff. Assist the CMAR in determining the MOPO durations, constraints, and shared responsibilities for MOPOs.
- Review MOPOs prepared by the CMAR, incorporate the MOPOs in the specifications.

The MOPO list for City review will be included in the 60% and 90% Submittals. The final MOPOs developed by the CMAR must have City approval and will be included in the construction documents with the final submittal.

TASK 4- PERMITTING ASSISTANCE

The ENGINEER will perform permitting coordination activities throughout the Design Phase, as delineated in the following tasks and sub-tasks. Specific permits, plans and reviews anticipated under this Project include:

- City of Chandler- Building Permit (and Building Plan Review)
- City of Chandler- Civil Plan Review
- MCESD- Approval to Construct
- ADEQ Minor Amendment Application

4.1 - City of Chandler Coordination: The ENGINEER shall develop applicable permit applications and submit preliminary supporting documents as part of the CITY's Pre-Tech Review process (at the 60 percent design stage). Submit applicable Interim Submittal Review and Agency Review documents and associated reports, plans and supporting information to the CITY's Development Services and Fire Departments for Building, Site, Civil and Fire plan review approvals accordingly. Provide additional information as requested from CITY plan review staff, as appropriate.

NOTE: It is assumed that all CITY permit fees for the Project will be paid directly by the CITY, and therefore, are not included within this scope of services.

4.2 - MCESD Coordination: Develop the Agency Review document set(s) and associated permit application in accordance with the Permitting Assistance Plan and submit to MCESD for non-expedited

review to obtain the Approval to Construct (ATC). It is assumed that one (1) review meeting will be conducted with MCESD to discuss any comments received from the County accordingly.

NOTE: The subsequent Approval of Construction (AOC) submission is not included within this scope of services, but will be included under a subsequent Construction Phase Services contract (if desired by the CITY).

4.3 ADEQ APP Coordination: The APP Modification submittals are currently being prepared for submittal and review by the ADEQ. Additional improvement items which are included in this design will be added to the permit application and included as part of the permit and no separate Minor Amendment paperwork will be required for these improvements.

TASK 5. CMAR COORDINATION

The ENGINEER will work with the CMAR contractor to coordinate the detailed design elements of the project and obtain input. The Engineer's effort to coordinate additional design elements with the CM at Risk will consist of:

- Solicit CM at Risk input during design development as appropriate;
- Provide information for cost estimating;
- Evaluate alternative systems suggested by CM at Risk;
- Respond to constructability review comments;
- Assist and review during GMP development;

In addition to coordination with the CMAR, City may request the ENGINEER to attend meetings with the third party cost consultant and provide them with the project submittals to facilitate their review of CMAR's GMP.

TASK 6. OTHER DIRECT COSTS

Task 6.1 Topographical Site Survey: The ENGINEER with assistance from a sub-consultant will perform a site topographical survey to document the current conditions and surface features of the area where new grading and paving is proposed at the AWRF and OWRF. Site survey will be based on City of Chandler datum and will include existing spot elevations for use in developing new contours; location and establishment of perimeter property lines based on existing legal descriptions, available survey

reviews, and existing and future right-of-ways; and identification of above-ground structures, and other identified facilities.

Task 6.2: Odor Control System Services: The ENGINEER with the assistance from a sub-consultant will perform testing of the existing odor control system which may include incoming and outgoing H2S levels and installation of any Oda Loggers and inspection of the existing odor control system and preparation of a summary report.

END OF SCOPE OF WORK

EXHIBIT B
FEE SCHEDULE

WILSON ENGINEERS

EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION			SUBTOTAL
1. Project Management			**$ 22,220.00**
	Project Meetings	*$ 6,150.00*	
	Odor Control Evaluation Workshop	*$ 16,070.00*	
2. Preliminary Design Development			**$ 65,650.00**
	Preliminary Design Report	*$ 14,530.00*	
	Odor Control Tech Memo	*$ 26,070.00*	
	Drainage Reports	*$ 25,050.00*	
3. Detailed Design Development			**$ 107,970.00**
	60% Progress Submittal	*$ 26,070.00*	
	90% Progress Submittal (Agency Review Set)	*$ 49,070.00*	
	Final (100%) Contract Documents	*$ 24,670.00*	
	MOPOs	*$ 8,160.00*	
4. Permitting			**$ 5,760.00**
	City Permitting	*$ 1,840.00*	
	MCESD Permitting	*$ 2,420.00*	
	ADEQ APP Coordination	*$ 1,500.00*	
5. Project Delivery Method Assistance			**$ 10,970.00**
	Coordination with CMAR	*$ 10,970.00*	
6. Other Direct Costs			**$ 10,000.00**
	Topographical Site Survey	*$ 7,500.00*	
	Odor Control Systems Testing	*$ 2,500.00*	
7. Design Phase Services Allowance			**$ -**
	TOTAL COST:		**$ 222,570.00**

WILSON ENGINEERS

EXHIBIT "B-2"
Hours and Rates

	Principal	Sr. PM	Sr. PM (E/I&C)	Sr. Engr.	Project Engineer / Proj. Prof	Lead EI&C	CADD Technicians	Admin	< PROJECT ROLE	
	Uday Gandhe	*Sreeram Rengaraj, Scott L.*	*Mike Churchill, Jacob Mastov*	*Damien Tonnelle*	*Katie G., Sydney A., Megan S., Jeff J., Abhinay S., Phani P.*	*John S.*	*Kam C., Cody K., Julius C.*	*Dawn A., Monica F., Shey A.*	*< NAME OF PERSON*	
	$ 215.00	$ 195.00	$ 195.00	$ 170.00	$ 145.00	$ 160.00	$ 115.00	$ 95.00	< HOURLY RATES	
TASK DESCRIPTION									**TOTAL HOURS PER TASK**	
1. Project Management	**4**	**16**	**4**	**28**	**76**	**0**	**8**	**8**		**144**
Project Meetings	2	8	4	4	16	0	0	4	*36*	
Odor Control Evaluation/Workshop	2	8	0	24	60	0	8	4	*104*	
2. Preliminary Design Report	**6**	**56**	**4**	**44**	**256**	**4**	**48**	**20**		**438**
Preliminary Design Report	2	8	4	16	40	4	16	8	*96*	
Odor Control Tech Memo	2	8	0	24	120	0	16	8	*176*	
Drainage Reports	2	40	0	4	96	0	16	4	*160*	
3. Detailed Design Development	**14**	**52**	**28**	**48**	**292**	**44**	**204**	**88**		**770**
60% Progress Submittal	2	8	4	8	80	12	60	16	*188*	
90% Progress Submittal (Agency Review Set)	6	32	16	24	108	24	96	40	*340*	
Final (100%) Contract Documents	2	8	8	8	80	8	40	24	*176*	
MOPOs	4	4	0	8	24	0	8	8	*52*	
4. Permitting	**0**	**6**	**0**	**10**	**16**	**0**	**0**	**6**		**38**
City Permitting	0	2	0	4	4	0	0	2	*12*	
MCESD Permitting	0	2	0	4	8	0	0	2	*16*	
ADEQ APP Coordination	0	2	0	2	4	0	0	2	*10*	
5. Project Delivery Method Assistance	**2**	**8**	**0**	**16**	**40**	**0**	**4**	**0**		**70**
Coordination with CMAR	2	8	0	16	40	0	4	0	*68*	
6. Other Direct Costs	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
Topographical Site Survey										
Odor Control Systems Testing										
6. Design Phase Services Allowance										
TOTAL HOURS:	26	138	36	146	680	48	264	122		**1460**

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-101

Date: March 25, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Kimberly Moon, Principal Engineer

Subject: Resolution No. 5448, Approving an Intergovernmental Agreement with the Flood Control District of Maricopa County for the City of Chandler Stormwater Management Master Plan Study

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5448, approving an Intergovernmental Agreement with the Flood Control District of Maricopa County for the City of Chandler Stormwater Management Master Plan Study and Authorizing the Mayor to execute the agreement.

Background/Discussion:

The Chandler Stormwater Management Master Plan is updated on a regular and consistent basis to keep pace with development. This practice allows for infrastructure requirements to be constructed at the proper time and location, and ensures improvements are cost-effective and prioritized.

This study will evaluate existing conditions, identify deficiencies and areas of flooding, and develop stormwater mitigation for a 10-year return period or greater and a planning horizon of up to 20 years for all stormwater systems within the City. The City will serve as lead agency and initiate public involvement activities. The Flood Control District of Maricopa County (District) will participate in public involvement activities and provide review comments for report submittals, alternative analyses, conceptual plans, and cost estimates. The City will incorporate the District's comments into the study as appropriate, as well as adopt the study after the completion of the contract. The study will result in a Capital Improvement Program with projects identified, including downtown areas and along Hunt Highway.

These stormwater system improvements will be reviewed along with any Arizona Pollutant Discharge Elimination System requirement outlined in subsequent Municipal Separate Storm Sewer System (MS4) General Permits anticipated going into effect between Fiscal Year 2021-22 and FY2026-27, and may also include updating the Stormwater Management Plan to meet the requirements of the Phase II Small MS4 General Permit.

Financial Implications:

Per this agreement, the District will fund 50% of the study, estimated at $400,000. In Fiscal Year 2021-2022, and upon award of a contract for the study, the District will reimburse the City for half of the District's total cost share obligation, estimated to be $200,000. In Fiscal Year 2022-2023, and upon completion of the contract and acceptance of the study, the District will reimburse the City for the remainder of its total share obligation, estimated to be $200,000. District funding for this agreement shall be from secondary flood control tax levy revenue and is contingent upon funding availability within the District's operating budget.

Attachments

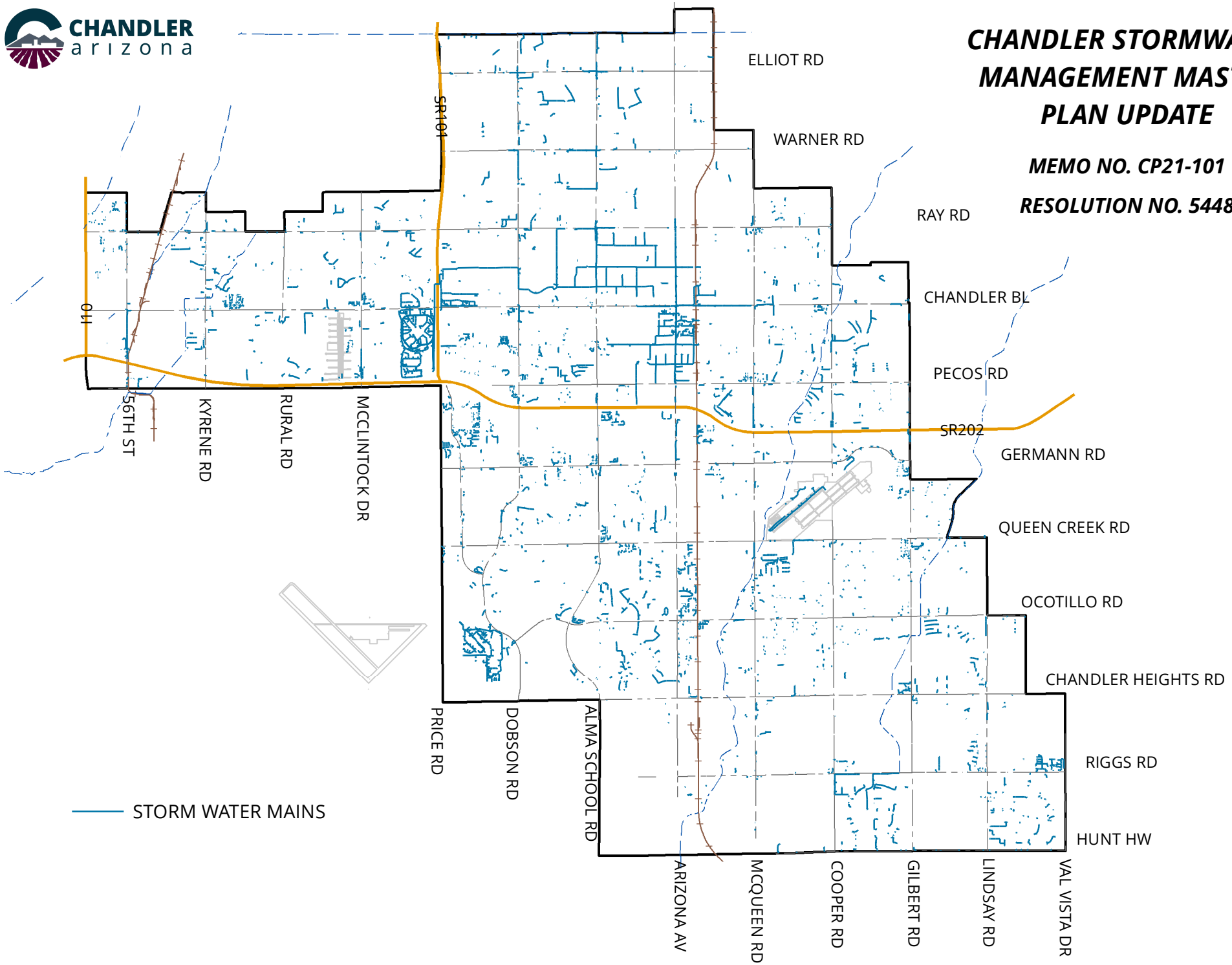
Location Map
Resolution No. 5448
Agreement

CHANDLER
arizona

CHANDLER STORMWATER MANAGEMENT MASTER PLAN UPDATE

MEMO NO. CP21-101

RESOLUTION NO. 5448



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RESOLUTION NO. 5448

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR THE CITY OF CHANDLER STORMWATER MANAGEMENT MASTER PLAN STUDY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS the City of Chandler Stormwater Management Master Plan is updated on a regular basis to evaluate existing stormwater conditions, identify deficiencies and areas of flooding, and develop stormwater mitigation within the City of Chandler; and

WHEREAS, the City of Chandler will serve as the lead agency for the study; and

WHEREAS, the Flood Control District of Maricopa County (FCDMC) agrees to reimburse the City of Chandler for 50% of the study's costs not to exceed $400,000.00.

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

Section 1. The City of Chandler is authorized to enter into an agreement with FCDMC substantially in the form attached hereto as Exhibit A.

Section 2. The agreement shall be in a form approved by the Chandler City Attorney.

Section 3. The Mayor is authorized to execute and deliver the agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of March, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5448 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of March, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, Arizona 85009-6399

INTERGOVERNMENTAL AGREEMENT

between the

City of Chandler

and the

Flood Control District of Maricopa County

for the

Chandler Stormwater Management Master Plan Update

FCD 2020A017

Agenda Item _____

This Agreement is entered into by and between the City of Chandler, a municipal corporation, acting by and through its City Council, hereinafter called CHANDLER, and the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors hereinafter called the DISTRICT.

This Agreement shall become effective as of the date it has been executed by all parties.

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes Section (A.R.S.) 48-3603, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.

2. CHANDLER is empowered by A.R.S. Section 11-952 as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of CHANDLER.

BACKGROUND

3. The Chandler Stormwater Management Master Plan Update (STUDY) will evaluate existing conditions and identify deficiencies and areas of flooding, including known areas of concern along Hunt Highway. The Comprehensive Master Plan may result in future Capital Improvement Program (CIP) Projects. The Projects will be developed to provide mitigation for storms of 10-year return period or greater. The Master Plan may cover a planning horizon of up to 20 years. CHANDLER will be the lead agency for the study. This IGA will define roles and responsibilities, cost share agreements and operation & maintenance responsibilities between CHANDLER and the DISTRICT.

4. The cost of the STUDY, currently estimated at Eight Hundred Thousand Dollars ($800,000) will be shared equally by the DISTRICT and CHANDLER.

PURPOSE OF THE AGREEMENT

5. The purpose of this Agreement is to identify and define the responsibilities of the DISTRICT and CHANDLER, for the STUDY.

TERMS OF AGREEMENT

6. The current estimated STUDY COST is Eight Hundred Thousand Dollars ($800,000). If the costs exceed the current estimated cost, both CHANDLER and the DISTRICT must agree in writing to any additional cost or funding obligations above the agencies' cost shares.

7. The DISTRICT shall:

7.1 Fund fifty percent (50%) of the STUDY, making the DISTRICT's estimated share Four Hundred Thousand Dollars ($400,000). DISTRICT's share will be funded from the DISTRICT's secondary tax levy revenues, and DISTRICT funding shall be subject to its availability within the DISTRICT's Operating Budget.

7.2 Upon award of a contract for the STUDY and within thirty (30) calendar days of receipt of an invoice, reimburse CHANDLER for one-half (1/2) of the DISTRICT's total cost share obligation, which is estimated to be Two Hundred Thousand Dollars ($200,000).

7.3 Participate in public involvement activities.

7.4 Provide to CHANDLER review comments for report submittals, alternatives analyses, and conceptual plans and cost estimates within three (3) weeks of receipt of the submittals. If the DISTRICT does not respond within the three (3) weeks, the DISTRICT shall be deemed to have accepted the report without comment.

7.5 Accept the STUDY in writing within 30 (thirty) calendar days of adoption of the STUDY by the Chandler City Council.

7.6 Upon completion of the contract and acceptance of the STUDY in writing, and within thirty (30) calendar days of receipt of an invoice, reimburse CHANDLER for the remainder of the DISTRICT's total cost share obligation.

7.7 DISTRICT funding for this Agreement shall be from secondary flood control tax levy revenue and is contingent upon funding availability within the DISTRICT's Operating Budget. The District's share of the cost for the STUDY will be distributed between FY22 and FY23.

8. CHANDLER shall:

8.1 Fund fifty percent (50%) of the STUDY. The estimated STUDY COST is Eight Hundred Thousand Dollars ($800,000), making CHANDLER'S estimated share Four Hundred Thousand Dollars ($400,000).

8.2 Serve as lead agency for the STUDY. The STUDY will be developed to provide mitigation for storms of 10-year return period or greater.

8.3 Upon award of a contract for the STUDY, invoice DISTRICT for one-half (1/2) of its total cost share obligation, which is estimated to be Two Hundred Thousand Dollars ($200,000).

8.4 Be responsible for initiating public involvement activities.

8.5 Provide to the DISTRICT the interim STUDY submittals, and allow three (3) weeks from the date of the DISTRICT's receipt of the interim STUDY submittals for review and comment. CHANDLER shall incorporate the DISTRICT's comments into the STUDY as appropriate. If the DISTRICT has not responded within the three (3) week review period, it will be assumed that the DISTRICT has no comments.

8.6 Adopt the STUDY by the Chandler City Council after the completion of the contract for the STUDY.

8.7 Prior to the District's final cost share payment being made for the STUDY contract(s), provide written notification to the DISTRICT that all contract obligations have been met, all project contracts closed, and all Certificates of Performance have been received by CHANDLER.

8.8 Upon completion of the contract for the STUDY and acceptance of the STUDY in writing by the DISTRICT, prepare a final accounting including change orders and costs not previously paid and invoice the DISTRICT for the remainder of the DISTRICT's total cost share obligation, which is estimated to be Two Hundred Thousand Dollars ($200,000).

8.9 Provide funding for this Agreement from CITY's General Fund Budget contingent on approval by the Chandler City Council. The City's share of the cost for the STUDY will be distributed between FY22 and FY23.

9 Permits and information from the DISTRICT and CHANDLER required for performing the STUDY shall be issued by the DISTRICT or CHANDLER at no cost to the STUDY.

10 Either party to this Agreement may, with mutual written agreement of all parties, delegate responsibilities to another party. Any delegation, however, shall not relieve the delegating party of its original responsibilities as defined herein.

11 In the case of any dispute over any item in this Agreement, the parties agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the parties to seek any remedies provided by law.

12 The parties shall equally share the cost of project compliance and cost audit to be initiated within sixty (60) days of STUDY completion, if requested by either party. An independent auditing firm agreed to by all parties and on contract to the DISTRICT will perform the audit. Any payments or reimbursements necessary to bring the STUDY into compliance with the audit findings shall be made within forty-five (45) days of acceptance by all parties of the audit report.

13 Each party to this Agreement (indemnitor) shall, to the extent permissible by law, indemnify, defend and save harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. Such indemnification obligation shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable attorney's fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitee shall be liable for its own negligence or wrongful acts as provided by law.

14 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:

Flood Control District of Maricopa County
Director
2801 West Durango Street
Phoenix, Arizona 85009-6399

City of Chandler
City Manager
Mail Stop 605
P.O. Box 4008
Chandler, Arizona 85244-4008

15 Each party to this Agreement will pay for and not seek reimbursement for its own personnel and administrative costs associated with this STUDY, including but not limited to the following, unless specifically identified otherwise in this Agreement: engineering, permitting, management and administration.

16 This Agreement shall expire five (5) years from the effective date or upon completion of the STUDY and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated.

17 This Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.

18 Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.

19 If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of either party.

20 Each party to this Agreement shall comply with A.R.S. Sections 41-4401 and 23-214, subsection A.

21 Each party to this Agreement retains the legal right to inspect the records of the other party's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. Sections 41-4401 and 23-214, subsection A.

22 Failure by either party to this Agreement to comply with A.R.S. Sections 41-4401 and 23-214, subsection A shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

23 Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each party to this Agreement certifies that it does not have a scrutinized business operation, as defined in A.R.S. Section 35-391 and 35-393, in either Sudan or Iran.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Municipal Corporation

Recommended by:

_____
Michael A. Fulton, Director Date

Approved and Accepted:

By: _____
Chairman, Board of Directors Date

Attest:

By: _____
Clerk of the Board Date

The foregoing Intergovernmental Agreement FCD 2020A017 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

_____
Deputy County Attorney Date

CITY OF CHANDLER

City of Chandler, a Municipal Corporation

_____

Kevin Hartke, Mayor Date

ATTEST:

_____

Dana DeLong, City Clerk Date

The foregoing Intergovernmental Agreement FCD 2020A017 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Chandler under the laws of the State of Arizona.

_____

Kelly Schwab, City Attorney Date

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-098

Date: March 25, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Gina Ishida-Raybourn, Utilities Engineering Manager

Subject: Project Agreement No. WW2014.402, with FPS Civil, LLC, Pursuant to Job Order Contract No. JOC1902.401, for the Sewer Manhole Rehabilitation

---

Proposed Motion:

Move City Council award Project Agreement No. WW2014.402, to FPS Civil, LLC, pursuant to Job Order Contract No. JOC1902.401, for the Sewer Manhole Rehabilitation, in an amount not to exceed $1,046,278.53.

Background/Discussion:

The Public Works & Utilities Department administers an ongoing Wastewater Sewer Assessment Program to evaluate, prioritize, and repair sewer manholes within the City's collection system. As part of this program, 38 sewer manholes in areas of north Chandler have been deemed to be in need of urgent rehabilitation. The sewer infrastructure in this area is more than 30 years old, and the concrete manholes are deteriorating rapidly. Deteriorated material sloughing off into the sewer flow line could create overflow or backup conditions.

The project scope of work consists of procurement and installation of structural inserts, epoxy coating, bench repairs, adjustment rings, and cover replacements. The contract completion time is 180 calendar days following Notice to Proceed.

A related Professional Services Agreement with Dibble CM, LLC, for the Sewer Manhole Rehabilitation Construction Management Services, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. The costs proposed for this project have been evaluated by staff and determined to be reasonable.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N

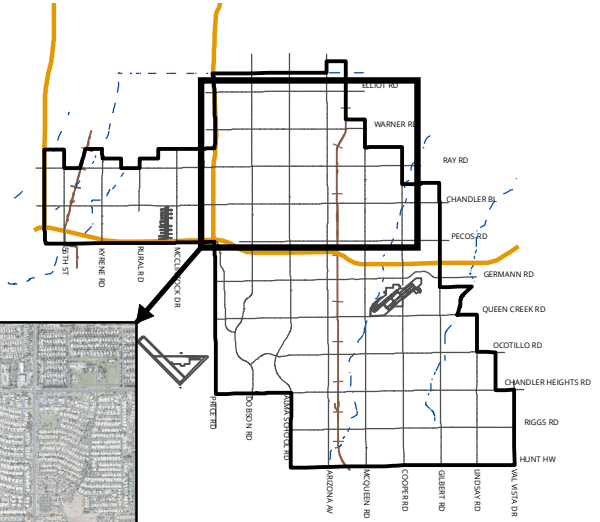
615.3910.6817.6	WW266 Wastewater Operating	Sewer Assessment & Rehabilitation	$1,046,278.53	Y

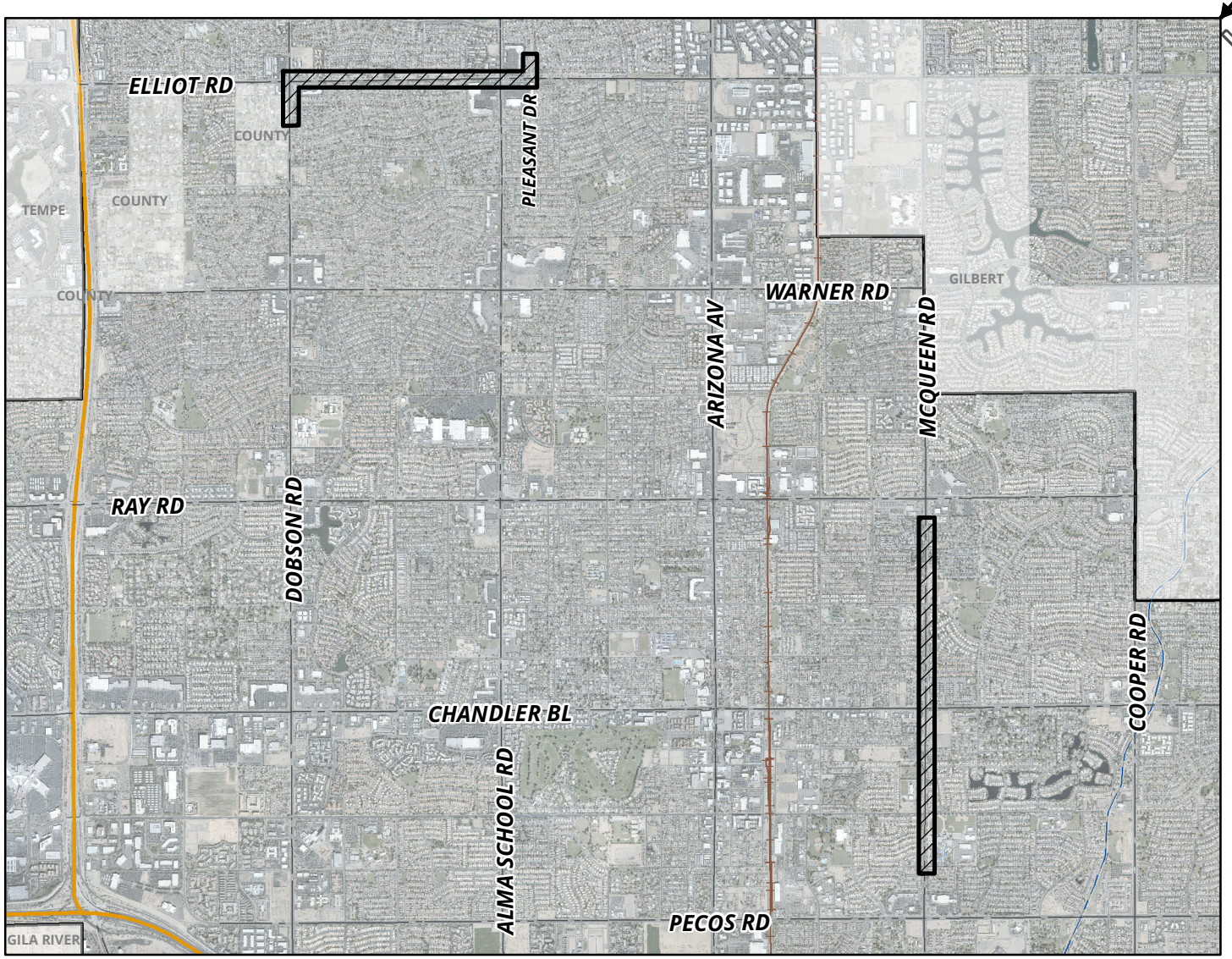
Attachments

Location Map
Agreement

CHANDLER
arizona

SEWER MANHOLE REHABILITATION
PROJECT NO. WW2014.402





MEMO NO. CP21-098

PROJECT SITE

NTS

ChanGIS

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CHANDLER arizona
Community of Innovation

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Project Name: **SEWER MANHOLE REHABILITATION**

Project No. **WW2014.402**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2021 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **FPS Civil, LLC**, an Arizona limited liability company, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1902.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about January 14, 2020, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to rehabilitate and repair existing sanitary manholes as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **SEWER MANHOLE REHABILITATION**, Project Number **WW2014.402**. The scope of work consists of rehabilitating and repairing existing sanitary sewer manholes, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **$1,046,278.53** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **180** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Project Manager: Paul Ahlas	
	Phone:	480-782-3328
	Email:	Paul.ahlas@chandleraz.gov
JOC CONTRACTOR:	FPS Civil, LLC	
	22849 N. 19th Avenue Ste 120 Phoenix, AZ 85027	
	JOC Contractor Representative: Warren France	
	Phone:	602-721-3628
	Email:	Wfrance@fpscivil.com

SIGNATURE PAGE TO FOLLOW

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

"CITY"
CITY OF CHANDLER:

MAYOR Date

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney
By:

ATTEST:

City Clerk SEAL

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

"JOC CONTRACTOR"
FPS Civil, LLC:

Signature 2/19/21
Date

Warren France
Print Name

President
Title

ATTEST: If Corporation

Secretary

ADDRESS FOR NOTICE

FPS Civil, LLC

22849 N. 19th Ave. Suite 120

Phoenix, AZ 85027

EXHIBIT A
SCOPE OF WORK

EXHIBIT A: SCOPE OF WORK

FPS Civil LLC proposes to rehabilitate the manholes identified in Exhibit B per the City's assessment and scope of work narrative below:

1. Rehabilitate existing manholes by installing composite inserts:
    a. Call in Blue Stake. Set plugs, clean out deteriorated concrete and sand blast, remove plugs
    b. Rebuild concrete bench
    c. Set debris shields. Cut/mill asphalt. Remove asphalt and excavate
    d. Install composite insert, grout and slurry back fill
    e. Wash and coat invert and bench.
    f. Install ring, cover and concrete collar
    g. Pave patch
    h. Set plugs. Spark test and patch. Let patches cure. Remove plugs
    i. Demobilize equipment and remove traffic controls
2. Rehabilitated existing manhole benches:
    a. Set plugs, clean out deteriorated concrete and sand blast
    b. Rebuild concrete bench
    c. Wash and coat invert and bench.
    d. Install ring, cover and concrete collar
    e. Pave patch
    f. Set plugs. Spark test and patch. Let patches cure. Remove plugs
    g. Demobilize equipment and remove traffic controls
3. Pavement replacement shall be 5" AC on 12" ABC or match existing
4. All products shall be per the City's approved product list
5. Traffic control will be per the City's barricade manual
6. Debris shields and flow-through plugs will be used at each manhole.
7. Proposal Exclusions:
    a. It is not anticipated that by-pass pumping will be required and is excluded in this proposal
    b. Removing, replacing and/or relocating burred utilities in conflict with the work
    c. Handling/disposal of hazardous materials
    d. Hard Dig
    e. Temporary easement costs
    f. City permit and plan review fees, City inspection and testing costs, impact fees, utility fees

Construction Duration: FPS Civil proposes to complete the work described above in 150 calendar days from NTP to substantial completion and 180 calendar days from NTP to final completion. With an anticipated NTP of April 19th substantial completion would be September 16th and final completion October 16th.

EXHIBIT B
FEE SCHEDULE

Exhibit 'B'

JOB ORDER COST PROPOSAL
SUMMARY SHEET

Negotiated Prices			
Price of Subcontractor(s)		$	695,987.00
Price of Subconsultant(s)		$	-
General Conditions		$	119,154.52
Preconstruction Labor (if applicable)		$	-
Construction Labor, Equipment, Materials (if applicable)		$	48,919.36
SUBTOTAL (NEGOTIATED PRICES):		**$**	**864,060.88**
Overhead and Profit (Coefficient per Job Order Master Agreement)	**8.00%**	**$**	**69,124.87**
TOTAL (NEGOTIATED + OVERHEAD & PROFIT):		**$**	**933,185.75**
Insurance, Bonds, & Taxes			
Sales Tax	**5.07%**	$	47,312.52
General Liability Insurance	**0.74%**	$	6,905.57
Builder's Risk Insurance	**0.10%**	$	933.19
Payment & Performance Bond	**0.87%**	$	8,118.72
		$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**63,269.99**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**996,455.74**
City's Allowance	**5.00%**	**$**	**49,822.79**
TOTAL JOB ORDER:		**$**	**1,046,278.53**

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

CBS Outline Report
FPS CIVIL LLC
Job Code: 4238-3 - Chandler JOC MH Repairs Rev3
Description:

From Cost Item: . **To Cost Item: .**

Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
1	Traffic Control Setup #1 (MH 8841, 6864)				
1.1	Traffic Control - (Trafficade Plan #7)	12.00	Day	988.60	11,863.19
1.2	Mobilization	1.00	LS	259.96	259.96
1.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
1.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
1.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
1.3	MH 8841 (Bench)	1.00	Each	6,855.37	6,855.37
1.4	MH 6864 (Insert)	1.00	Each	29,682.73	29,682.73
Total:	**Traffic Control Setup #1 (MH 8841, 6864)**				**48,661.24**
2	Traffic Control Setup #2 (MH 3149)				
2.1	Traffic Control - (Trafficade Plan #9)	10.00	Day	856.95	8,569.52
2.2	Mobilization	1.00	LS	259.96	259.96
2.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
2.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
2.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
2.3	MH 3149 (Insert)	1.00	Each	31,589.12	31,589.12
Total:	**Traffic Control Setup #2 (MH 3149)**				**40,418.61**
3	Traffic Control Setup #3 (MH 0812, 4715)				
3.1	Traffic Control - (Trafficade Plan #11)	8.00	Day	656.33	5,250.64
3.2	Mobilization	1.00	LS	259.96	259.96
3.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
3.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
3.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
3.3	MH 0812 (Bench)	1.00	Each	6,855.37	6,855.37
3.4	MH 4715 (Bench)	1.00	Each	6,855.37	6,855.37
Total:	**Traffic Control Setup #3 (MH 0812, 4715)**				**19,221.33**
4	Traffic Control Setup #4 (MH 4737)				
4.1	Traffic Control - (Trafficade Plan #10)	10.00	Day	1,285.92	12,859.19
4.2	Mobilization	1.00	LS	259.96	259.96
4.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
4.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
4.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
4.3	MH 4737 (Insert)	1.00	Each	31,835.11	31,835.11
Total:	**Traffic Control Setup #4 (MH 4737)**				**44,954.26**
5	Traffic Control Setup #5 (MH 2445, 2446)				
5.1	Traffic Control - (Trafficade Plan #22)	14.00	Day	650.21	9,102.93
5.2	Mobilization	1.00	LS	259.96	259.96
5.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
5.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
5.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
5.3	MH 2445 (Insert)	1.00	LS	29,313.75	29,313.75

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Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
5.4	MH 2446 (Insert)	1.00	LS	27,653.34	27,653.34
Total:	**Traffic Control Setup #5 (MH 2445, 2446)**				**66,329.97**
6	Traffic Control Setup #6 (MH 2447, 0485)				
6.1	Traffic Control - (Trafficade Plan #24)	12.00	Day	653.39	7,840.68
6.2	Mobilization	1.00	LS	259.96	259.96
6.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
6.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
6.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
6.3	MH 2447 (Insert)	1.00	LS	27,222.86	27,222.86
6.4	MH 0485 (Bench)	1.00	LS	6,855.37	6,855.37
Total:	**Traffic Control Setup #6 (MH 2447, 0485)**				**42,178.87**
7	Traffic Control Setup #7 (MH 2468, 6603, 8547)				
7.1	Traffic Control - (Trafficade Plan #27)	18.00	Day	645.97	11,627.43
7.2	Mobilization	1.00	LS	259.96	259.96
7.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
7.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
7.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
7.3	MH 2468 (Insert)	1.00	Each	27,345.85	27,345.85
7.4	MH 6603 (Insert)	1.00	Each	27,284.36	27,284.36
7.5	MH 8547 (Insert)	1.00	Each	26,669.39	26,669.39
Total:	**Traffic Control Setup #7 (MH 2468, 6603, 8547)**				**93,186.99**
8	Traffic Control Setup #8 (MH 8228, 1641)				
8.1	Traffic Control - (Trafficade Plan #12)	12.00	Day	851.24	10,214.87
8.2	Mobilization	1.00	LS	259.96	259.96
8.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
8.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
8.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
8.3	MH 8228 (Insert)	1.00	Each	26,238.91	26,238.91
8.4	MH 1641 (Bench)	1.00	Each	6,855.37	6,855.37
Total:	**Traffic Control Setup #8 (MH 8228, 1641)**				**43,569.11**
9	Traffic Control Setup #9 (MH 7735, 7734, 5832, 9716)				
9.1	Traffic Control - (Trafficade Plan #1)	14.00	Day	1,155.97	16,183.60
9.2	Mobilization	1.00	LS	259.96	259.96
9.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
9.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
9.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
9.3	MH 7735 (Bench)	1.00	Each	6,855.37	6,855.37
9.4	MH 7734 (Bench)	1.00	Each	6,855.37	6,855.37
9.5	MH 5832 (Bench)	1.00	Each	6,855.37	6,855.37
9.6	MH 9716 (Bench)	1.00	Each	6,855.37	6,855.37
Total:	**Traffic Control Setup #9 (MH 7735, 7734, 5832, 9716)**				**43,865.03**
10	Traffic Control Setup #10 (MH 5655)				
10.1	Traffic Control - (Trafficade Plan #17)	6.00	Day	1,223.41	7,340.48
10.2	Mobilization	1.00	LS	259.96	259.96
10.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
10.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00

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Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
10.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
10.3	MH 5655 (Bench)	1.00	Each	6,855.37	6,855.37
Total:	**Traffic Control Setup #10 (MH 5655)**				**14,455.81**
11	Traffic Control Setup #11 (MH 7733, 1637, 5824, 5819, 1635)				
11.1	Traffic Control - (Trafficade Plan # 19)	14.00	Day	985.06	13,790.82
11.2	Mobilization	1.00	LS	259.96	259.96
11.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
11.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
11.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
11.3	MH 7733 (Bench)	1.00	LS	6,855.37	6,855.37
11.4	MH 1637 (Bench)	1.00	LS	6,855.37	6,855.37
11.5	MH 5824 (Bench)	1.00	LS	6,855.37	6,855.37
11.6	MH 5819 (Bench)	1.00	LS	6,855.37	6,855.37
11.7	MH 1635 (Bench)	1.00	LS	6,855.37	6,855.37
Total:	**Traffic Control Setup #11 (MH 7733, 1637, 5824, 5819, 1635)**				**48,327.61**
12	Traffic Control Setup #12 (MH 1636, 8272)				
12.1	Traffic Control - (Trafficade Plan #20)	12.00	Day	2,126.55	25,518.56
12.2	Mobilization	1.00	LS	259.96	259.96
12.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
12.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
12.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
12.3	MH 1636 (Bench)	1.00	Each	6,855.37	6,855.37
12.4	MH 8272 (Insert)	1.00	Each	26,361.91	26,361.91
Total:	**Traffic Control Setup #12 (MH 1636, 8272)**				**58,995.79**
13	Traffic Control Setup #13 (MH 1594, 0203, 2180, 0204)				
13.1	Traffic Control - (Trafficade Plan #1)	16.00	Day	1,079.75	17,276.04
13.2	Mobilization	1.00	LS	259.96	259.96
13.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
13.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
13.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
13.3	MH 1594 (Insert)	1.00	Each	25,992.93	25,992.93
13.4	MH 0203 (Bench)	1.00	Each	6,855.37	6,855.37
13.5	MH 2180 (Bench)	1.00	Each	6,855.37	6,855.37
13.6	MH 0204 (Bench)	1.00	Each	6,855.37	6,855.37
Total:	**Traffic Control Setup #13 (MH 1594, 0203, 2180, 0204)**				**64,095.03**
14	Traffic Control Setup #14 (MH 1596, 0206)				
14.1	Traffic Control - (Trafficade Plan #2)	8.00	Day	730.68	5,845.45
14.2	Mobilization	1.00	LS	259.96	259.96
14.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
14.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
14.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
14.3	MH 1596 (Bench)	1.00	Each	6,855.37	6,855.37
14.4	MH 0206 (Bench)	1.00	Each	6,855.37	6,855.37
Total:	**Traffic Control Setup #14 (MH 1596, 0206)**				**19,816.14**
15	Traffic Control Setup #15 (MH 2301)				

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Code	Description	Forecast (T/O) Quantity	Unit of Measure	Unit Cost	Total Cost (Forecast)
15.1	Traffic Control - (Trafficade Plan #3)	6.00	Day	1,223.41	7,340.48
15.2	Mobilization	1.00	LS	259.96	259.96
15.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
15.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
15.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
15.3	MH 2301 (Bench)	1.00	Each	6,855.37	6,855.37
Total:	**Traffic Control Setup #15 (MH 2301)**				**14,455.81**
16	Traffic Control Setup #16 (MH 1638, 0296)				
16.1	Traffic Control - (Trafficade Plan #4)	12.00	Day	722.70	8,672.40
16.2	Mobilization	1.00	LS	259.96	259.96
16.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
16.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
16.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
16.3	MH 1638 (Bench)	1.00	Each	6,855.37	6,855.37
16.4	MH 0296 (Insert)	1.00	Each	25,193.47	25,193.47
Total:	**Traffic Control Setup #16 (MH 1638, 0296)**				**40,981.20**
17	Traffic Control Setup #17 (MH 0990)				
17.1	Traffic Control - (Trafficade Plan #5)	6.00	Day	667.29	4,003.72
17.2	Mobilization	1.00	LS	259.96	259.96
17.2.1	Pick-Up/Transport - Owner Supplied Materials (Frame/Cover)	1.00	Each	56.30	56.30
17.2.2	Mobilization - Regular Haul (420, Skid-Steer)	0.00	Each	0.00	0.00
17.2.3	Mobilization - Runners	1.00	Each	203.66	203.66
17.3	MH 0990 (Bench)	1.00	Each	6,855.37	6,855.37
Total:	**Traffic Control Setup #17 (MH 0990)**				**11,119.05**
18	Install Composite Adjustment Rings, Frames, and Covers. Install Conc. Collars	21.00	Each	1,441.64	30,274.51
Total:	**Install Composite Adjustment Rings, Frames, and Covers. Install Conc. Collars**				**30,274.51**
19	General Conditions				
19.1	Job Managment	18.00	Week	5,996.64	107,939.52
19.2	General Expense	1.00	LS	11,215.00	11,215.00
Total:	**General Conditions**				**119,154.52**
Grand Total:					**864,060.88**

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Exhibit B2

Compare and Award
FPS CIVIL LLC
Job Code: 4238-3 - Chandler JOC MH Repairs Rev3
Description:

Cost Items
(1 of 1)

			Plug		Detail		MH Rehab Quote		
		Quote Description:							
		Awarded Total:		0.00		0.00		557,187.00	
		Quoted Items Total:		30,030.00		565,916.83		552,687.00	
		Special Conditions:		0.00		0.00		4,500.00	
		Quoted Total:		30,030.00		565,916.83		557,187.00	
		Last Update:						2/11/2021 2:14:04 PM	
		Comparable Total:		585,946.83		585,946.83		557,187.00	
		Seller:					JPCI		
		Buyer's Special Terms & Conditions:							
		Seller's Special Terms & Conditions:					Concrete Testing		

Quote Group	Code	Description	Quantity	UM	Unit	Total	Unit	Total		Unit	Total	Unit	Total
	1.3	MH 8841 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	1.4	MH 6864 (Insert)	1.00	Each	31,084.07	31,084.07	31,084.07	31,084.07		29,682.73	29,682.73		
	2.3	MH 3149 (Insert)	1.00	Each	32,161.07	32,161.07	32,161.07	32,161.07		31,589.12	31,589.12		
	3.3	MH 0812 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	3.4	MH 4715 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	4.3	MH 4737 (Insert)	1.00	Each	32,161.07	32,161.07	32,161.07	32,161.07		31,835.11	31,835.11		
	5.3	MH 2445 (Insert)	1.00	LS	30,164.07	30,164.07	30,164.07	30,164.07		29,313.75	29,313.75		
	5.4	MH 2446 (Insert)	1.00	LS	29,087.07	29,087.07	29,087.07	29,087.07		27,853.34	27,853.34		
	6.3	MH 2447 (Insert)	1.00	LS	28,456.88	28,456.88	28,456.88	28,456.88		27,222.86	27,222.86		
	6.4	MH 0485 (Bench)	1.00	LS	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	7.3	MH 2468 (Insert)	1.00	Each	29,151.84	29,151.84	29,151.84	29,151.84		27,345.85	27,345.85		
	7.4	MH 6603 (Insert)	1.00	Each	29,087.07	29,087.07	29,087.07	29,087.07		27,284.36	27,284.36		
	7.5	MH 8547 (Insert)	1.00	Each	28,167.07	28,167.07	28,167.07	28,167.07		26,669.39	26,669.39		
	8.3	MH 8228 (Insert)	1.00	Each	27,756.07	27,756.07	27,756.07	27,756.07		26,238.91	26,238.91		
	8.4	MH 1641 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	9.3	MH 7735 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	9.4	MH 7734 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	9.5	MH 5832 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	9.6	MH 9716 (Bench)	1.00	Each	7,020.83	7,020.83	7,020.83	7,020.83		6,855.37	6,855.37		
	10.3	MH 5655 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	11.3	MH 7733 (Bench)	1.00	LS	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	11.4	MH 1637 (Bench)	1.00	LS	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	11.5	MH 5824 (Bench)	1.00	LS	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	11.6	MH 5819 (Bench)	1.00	LS	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	11.7	MH 1635 (Bench)	1.00	LS	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	12.3	MH 1636 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	12.4	MH 8272 (Insert)	1.00	Each	27,756.07	27,756.07	27,756.07	27,756.07		26,361.91	26,361.91		
	13.3	MH 1594 (Insert)	1.00	Each	27,756.07	27,756.07	27,756.07	27,756.07		25,992.93	25,992.93		
	13.4	MH 0203 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		
	13.5	MH 2180 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37		

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13.6	MH 0204 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37
14.3	MH 1596 (Bench)	1.00	Each	7,310.63	7,310.63	7,310.63	7,310.63		6,855.37	6,855.37
14.4	MH 0206 (Bench)	1.00	Each	7,310.63	7,310.63	7,310.63	7,310.63		6,855.37	6,855.37
15.3	MH 2301 (Bench)	1.00	Each	7,310.63	7,310.63	7,310.63	7,310.63		6,855.37	6,855.37
16.3	MH 1638 (Bench)	1.00	Each	6,920.83	6,920.83	6,920.83	6,920.83		6,855.37	6,855.37
16.4	MH 0296 (Insert)	1.00	Each	26,509.93	26,509.93	26,509.93	26,509.93		25,193.47	25,193.47
17.3	MH 0990 (Bench)	1.00	Each	26,170.07	26,170.07	26,170.07	26,170.07		6,855.37	6,855.37
18	Install Composite Adjustment Rings, Frames, and Covers, Install Conc. Collars	21.00	Each	1,430.00	30,030.00	1,430.00	30,030.00		1,441.84	30,274.51

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Exhibit B3

Cost Breakdown Structure Details
FPS CIVIL LLC
Job Code: 4238-3 - Chandler JOC MH Repairs Rev3
Description:

CBS Position Code	CI Description	Cost Source	Forecast (ToD) Quantity	UM	Unit Cost	Total Cost	Unit and Total Costs by Category: Labor	Equipment	Rented Equipment	Materials	Fees
Pay Item:	**0019 (General Conditions)**										
19	General Conditions	Detail	1.00	LS	119,154.52	119,154.52	87,471.36	18,848.16	4,250.00	1,945.00	6,640.00
							87,471.36	18,848.16	4,250.00	1,945.00	6,640.00

Pay Item Assignment: 0019 (General Conditions)
Production:

Duration	Days	Hours	Cost / Duration	Cost/Day	Cost/Hour
	72.00	720.00		1,654.92	165.49
UM / Duration	**UM/Day**	**UM/Hour**	**Duration / UM**	**Days/UM**	**Hours/UM**
	0.01	0.00		72.00	720.00

19.1	Job Managment	Detail	18.00	Week	5,996.64	107,939.52	4,859.52	1,047.12	0.00	90.00	0.00
							87,471.36	18,848.16	0.00	1,620.00	0.00

Pay Item Assignment: 0019 (General Conditions)
Production:

Duration	Days	Hours	Cost / Duration	Cost/Day	Cost/Hour
	72.00	720.00		1,499.16	149.92
UM / Duration	**UM/Day**	**UM/Hour**	**Duration / UM**	**Days/UM**	**Hours/UM**
	0.25	0.03		4.00	40.00

Resource Code	Description	Quantity	Pay Hours	UM	Unit Cost	Total Cost	Unit and Total Costs by Category: Labor	Equipment	Rented Equipment	Materials	Fees
PM116	Project Manager	0.25	180.00	Each	98.52	17,913.60	98.02	0.00	0.00	1.50	0.00
							17,643.60	0.00	0.00	270.00	0.00
PE	Project Engineer	0.25	180.00	Each	51.08	9,194.40	49.58	0.00	0.00	1.50	0.00
							8,924.40	0.00	0.00	270.00	0.00
FE116	Field Engineer	0.00	0.00	Each	92.25	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
SUPER	Superintendent	1.00	720.00	Each	78.11	56,239.20	76.61	0.00	0.00	1.50	0.00
							55,159.20	0.00	0.00	1,080.00	0.00
SM116	Safety Manager	0.10	72.00	Each	79.78	5,744.16	79.78	0.00	0.00	0.00	0.00
							5,744.16	0.00	0.00	0.00	0.00
P3500	Pickup 3500 (1 ton 4x4)	1.00	720.00	Each	16.86	12,139.20	0.00	16.86	0.00	0.00	0.00
							0.00	12,139.20	0.00	0.00	0.00
PV	Passenger Vehicle	0.60	432.00	Each	15.53	6,708.96	0.00	15.53	0.00	0.00	0.00
							0.00	6,708.96	0.00	0.00	0.00
19.2	General Expense	Detail	1.00	LS	11,215.00	11,215.00	0.00	0.00	4,250.00	325.00	6,640.00
							0.00	0.00	4,250.00	325.00	6,640.00

Pay Item Assignment: 0019 (General Conditions)
Production:

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CBS Position Code	CI Description	Cost Source	Cost Item Forecast (T/O) Quantity	UM	Unit Cost	Total Cost	Unit and Total Costs by Category Labor	Equipment	Rented Equipment	Materials	Fees
Duration	Days	Hours			Cost / Duration		Cost/Day	Cost/Hour			
	0.00	0.00					0.00	0.00			
UM / Duration	UM/Day	UM/Hour			Duration / UM		Days/UM	Hours/UM			
	0.00	0.00					0.00	0.00			

Resource Code	Description	Quantity	Pay Hours	UM	Unit Cost	Total Cost	Unit and Total Costs by Category				
	J-John	2.00		Each	1,200.00	2,400.00	0.00	0.00	1,200.00	0.00	0.00
							0.00	0.00	2,400.00	0.00	0.00
	40YD Dumpster	1.00		Each	1,850.00	1,850.00	0.00	0.00	1,850.00	0.00	0.00
							0.00	0.00	1,850.00	0.00	0.00
	Project Signage	1.00		Each	75.00	75.00	0.00	0.00	0.00	75.00	0.00
							0.00	0.00	0.00	75.00	0.00
	Office Trailer Setup	0.00		Each	150.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	Lot Rent Per Week	0.00		Each	5.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	12x32 Office Trailer	0.00		Each	2.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	Office Supplies per Trailer Setup	0.00		Each	1.50	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	Reprographics	0.00		Each	50.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	Dust Permit Annual Fee	0.00		Year	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	Dust Permit 0.10-10 Acre Fee	1.00		Each	1,390.00	1,390.00	0.00	0.00	0.00	0.00	1,390.00
							0.00	0.00	0.00	0.00	1,390.00
	Dust Permit 10-50 Acre Fee	0.00		Each	4,440.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	Dust Permit 50-100 Acre Fee	0.00		Each	7,390.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	Dust Permit 100-500 Acre Fee	0.00		Each	11,090.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	Dust Permit over 500 Acre Fee	0.00		Each	17,740.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	NOI Fee	1.00		Each	2,250.00	2,250.00	0.00	0.00	0.00	0.00	2,250.00
							0.00	0.00	0.00	0.00	2,250.00
	Light Tower - Empire	0.00		Each	9.42	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	Pump 6" Quiet Dri Prime	0.00		Each	21.80	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	Contingency	0.00		Each	0.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	Spreader Bar/ Rigging	0.00		LS	900.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00
	Insert Freight	0.00		LS	13,200.00	0.00	0.00	0.00	0.00	0.00	0.00
							0.00	0.00	0.00	0.00	0.00

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CBS Position Code	CI Description	Cost Item: Cost Source	Forecast (T/O) Quantity	UM	Unit Cost	Total Cost	Unit and Total Costs by Category: Labor	Equipment	Rented Equipment	Materials	Fees
	Contractor Sign		5.00	Each	50.00	250.00	0.00	0.00	0.00	50.00	0.00
							0.00	0.00	0.00	250.00	0.00
	Lot rental (3 months)		1.00	LS	3,000.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00
							0.00	0.00	0.00	0.00	3,000.00
				Grand Total		119,154.52	87,471.36	16,848.16	4,250.00	1,945.00	8,640.00

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J. P. C. I. SERVICES

Joseph Painting Company, Inc.
4702 E. Virginia Street • Mesa, Arizona 85215-9101
(480) 986-1212 • Fax (480) 380-4461
License No. ROC197873 KE AZ • ROC199485 KE AZ • ROC242450 KE AZ • ROC218119 A AZ
ROC107144 CR34 AZ • CA Lic 280286 C-33 & A • NV Lic N0. 0058702-A15, No.0058579-C-4

PROPOSAL

TO: Andrew Durda - FSP Civil, LLC
22849 N 19th Ave, Suite 120, Phoenix, AZ 85027

PHONE: 602-708-7377
FAX:
CELL: 602-359-1658

DATE February 1, 2021

RE: City of Chandler Sewer Manhole JOC WW2014.402

We propose to complete the work listed below of 34 existing manholes as specified below;

Benches Rehabilitation

1 - Sandblast interior of manholes to open voids and remove deteriorated concrete.
2 - Fill extensive voids in concrete using C-120 acid proof cement when needed .
3 - Apply Sewer Shield 150 to benches of manholes at 1/8" thickness.
4 - Spark test Sewer Shield at 15,500 volts to check for pinholes, if found repair and retest.

Install Manhole Insert

5 - Install 54" Dia. Sewer Shield Composite manholes insert,

Install Rings, Frames & Covers (provided by Chandler) install Concrete collar

6 - Set Ring & Covers, repair surface patch after installing composite
7 - Repair surface / patch asphalt after installing composite
8 - Pour concrete collar

ITEM # A Prepare and install composites in 13 existing manholes, 21 Bench Rehabs

Quarter Section	MH #	Size	Cost / MH #	Quarter Section	MH #	Size	Cost / MH #
Composite Install	**6864**	5 Dia X 25.3	$29,443.00	Bench, Ring & Cover	**7733**	5 Dia	$8,230.00
Composite Install	**3149**	5 Dia X 28.4	$31,334.00	Bench, Ring & Cover	**1637**	5 Dia	$8,230.00
Composite Install	**4737**	5 Dia X 28.8	$31,578.00	Bench, Ring & Cover	**5824**	5 Dia	$8,230.00
Composite Install	**2445**	5 Dia X 24.7	$29,077.00	Bench, Ring & Cover	**5819**	5 Dia	$8,230.00
Composite Install	**2446**	5 Dia X 22.0	$27,430.00	Bench, Ring & Cover	**1636 a**	5 Dia	$8,230.00
Composite Install	**2447**	5 Dia X 21.3	$27,003.00	Bench, Ring & Cover	**1636b**	5 Dia	$8,230.00
Composite Install	**2468**	5 Dia X 21.5	$27,125.00	Bench, Ring & Cover	**203**	5 Dia	$8,230.00
Composite Install	**6603**	5 Dia X 21.4	$27,064.00	Bench, Ring & Cover	**2180**	5 Dia	$8,230.00
Composite Install	**8547**	5 Dia X 20.4	$26,454.00	Bench, Ring & Cover	**204**	5 Dia	$8,230.00
Bench, Ring & Cover	**8841**	5 Dia	$8,230.00	Bench, Ring & Cover	**1596**	5 Dia	$8,230.00
Bench, Ring & Cover	**812**	5 Dia	$8,230.00	Bench, Ring & Cover	**206**	5 Dia	$8,230.00
Bench, Ring & Cover	**485**	5 Dia	$8,230.00	Bench, Ring & Cover	**2301**	5 Dia	$8,230.00
Bench, Ring & Cover	**1641**	5 Dia	$8,230.00	Composite Install	**8228**	5 Dia X 19.7	$26,027.00
Bench, Ring & Cover	**7734**	5 Dia	$8,230.00	Composite Install	**8272**	5 Dia X 19.9	$26,149.00
Bench, Ring & Cover	**5832**	5 Dia	$8,230.00	Composite Install	**1594**	5 Dia X 19.3	$25,783.00
Bench, Ring & Cover	**9716**	5 Dia	$8,230.00	Composite Install	**296**	5 Dia X 18.0	$24,990.00
Bench, Ring & Cover	**5655**	5 Dia	$8,230.00	Bench, Ring & Cover	**990**	5 Dia	$8,230.00

A Amount **$532,287.00**

ITEM # B Third Party testing of concrete

B Amount ..... **Cost Plus 15%**

TOTAL PROPOSAL AMOUNT: .....

TPT Tax paid on materials at point of purchase per MRRA Tax Regulations

The above proposal amount is based on a standard 40 hour per week work schedule. Extended hours, weekend and holiday work will be an add to the contract amount. Due to current work load work orders need to give JPCI Services a minimum of 5 months notice before the start of the project.

The above proposal **excludes the cost of payment, performance and/or warranty bonds, traffic control, bypass pumping, and permit fees**. Prices above are based on standard payroll wages and standard JPCI Insurance coverage's. Please feel free to call should you have any questions. We are a City of Phoenix Certified Small Business Enterprise.

Sincerely,

Joe Nuciforo Jr / Beckey Durfee
Estimator,

If you accept this proposal, please complete the information requested below and fax to (480)380-4461, along with a site map.

Accepted by: _____ Phone: _____

Estimated Start Date: _____ PO/Contract #: _____

This proposal is confidential and proprietary and is intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient be advised that you have received this proposal in error and that its use, dissemination, forwarding, printing, or copying of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify our office by telephone at 480-986-1212 or via email at bdurfee@jpciservices.com.

TRAFFICADE
Work Zone Services

WE PROVIDE:

BARRICADES

TRAFFIC CONTROL

TRAFFIC PLANS

PLATES & SHORING

PAVEMENT MILLING

SAWING & CORING

BARRIER WALL

SAFETY SUPPLIES

CUSTOM SIGNS

SIGN INSTALLATIONS

ASPHALT PAVING

Locations:

Phoenix
2533 W. Holly St.
Phoenix, AZ 85009
(602) 431-0911

Chandler
17046 S. Weber Dr.
Chandler, AZ 85226
(602) 431-0911

Tucson
2802 N. Flowing Wells
Tucson, AZ 85705
(520) 624-0465

Prescott
11580 E. Santa Fe Loop
Dewey, AZ 86327
(928) 759-0094

Flagstaff
5301 E. Commerce Ave.
Flagstaff, AZ 86004
(928) 759-0094

FPS Civil LLC
Atte: Jessica Magouirk (602) 708-0548
Re: City of Chandler Project 3 & 4.
Location: McQueen Rd- Pecos To Ray Rd/
Elliot Rd-Dobson To Alma School Rd.
Bid Date: 9-8-2020 04B

TRAFFIC CONTROL DAILY ESTIMATE

(PLAN 2, 4, 13 OR 18) ONE DIRECTION SINGLE LANE CLOSURE- WORK AREA: 300 FT. DAY TIME SET UP.

- **Estimated cost for equipment rental daily is $80.00*.**
- **Estimated initial cost for one-time safety items & (1) TCP is $190.00*.**
- **Estimated labor cost to set up, take down OR pick up this lane closure is $200.00* per occurrence.**

(PLAN 6, 8, 9, 12 OR 25) ONE DIRECTION SINGLE LANE CLOSURE- WORK AREA: 300 FT. 24 HRS SET UP.

- **Estimated cost for equipment rental daily is $95.00*.**
- **Estimated initial cost for one-time safety items & (1) TCP is $340.00*.**
- **Estimated labor cost to set up OR pick up this lane closure is $250.00* per occurrence.**

(PLAN 10) ONE DIRECTION SINGLE LANE CLOSURE AND SIDE STREET MIDBLOCK SET UP- WORK AREA: 200 FT. 24 HRS SET UPS.

- **Estimated cost for equipment rental daily is $125.00*.**
- **Estimated initial cost for one-time safety items & (1) TCP is $495.00*.**
- **Estimated labor cost to set up OR pick up these lane closures is $440.00* per occurrence.**

(PLAN 7 OR 19) ONE DIRECTION SINGLE LANE CLOSURE AND SIDE STREET MIDBLOCK SET UP- WORK AREA: 200 FT. DAY TIME SET UPS.

- **Estimated cost for equipment rental daily is $95.00*.**
- **Estimated initial cost for one-time safety items & (1) TCP is $295.00*.**
- **Estimated labor cost to set up, take down OR pick up these lane closures is $320.00* per occurrence.**

(PLAN 14, 15 OR 16) ONE DIRECTION SINGLE LANE CLOSURE AND 2-WAY LEFT TURN LN CLOSURE- WORK AREA: 300 FT. DAY TIME SET UPS.

- **Estimated cost for equipment rental daily is $95.00*.**
- **Estimated initial cost for one-time safety items & (1) TCP is $295.00*.**
- **Estimated labor cost to set up, take down OR pick up these lane closures is $320.00* per occurrence.**

(PLAN 1) ONE DIRECTION SINGLE LANE CLOSURE AND 2-WAY LEFT TURN LN CLOSURE- WORK AREA: 1500 FT. DAY TIME SET UPS.

- **Estimated cost for equipment rental daily is $13.00*.**
- **Estimated initial cost for one-time safety items & (1) TCP is $320.00*.**
- **Estimated labor cost to set up, take down OR pick up these lane closures is $350.00* per occurrence.**

(PLAN 3 OR 17) TWO DIRECTION DROP-IN DOUBLE LANE CLOSURE- WORK AREA: 200 FT. DAY TIME SET UPS.

- **Estimated cost for equipment rental daily is $145.00*.**
- **Estimated initial cost for one-time safety items & (1) TCP is $285.00*.**
- **Estimated labor cost to set up, take down OR pick up these lane closures is $400.00* per occurrence.**

TRAFFICADE
Work Zone Services

WE PROVIDE:

BARRICADES

TRAFFIC CONTROL

TRAFFIC PLANS

PLATES & SHORING

PAVEMENT MILLING

SAWING & CORING

BARRIER WALL

SAFETY SUPPLIES

CUSTOM SIGNS

SIGN INSTALLATIONS

ASPHALT PAVING

Locations:

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11580 E. Santa Fe Loop
Dewey, AZ 86327
(928) 759-0094

Flagstaff
5301 E. Commerce Ave.
Flagstaff, AZ 86004
(928) 759-0094

(PLAN 21, 22, 24, 26 OR 27) 4-WAY LEFT TURN LANE CLOSURE- WORK AREA: 200 FT. 24 HRS SET UPS.

- **Estimated cost for equipment rental daily is $45.00*.**
- **Estimated initial cost for one-time safety items & (1) TCP is $265.00*.**
- **Estimated labor cost to set up OR pick up these lane closures is $180.00* per occurrence.**

(PLAN 5 OR 11) ONE DIRECTION SIDE STREET MIDBLOCK OR FOOTBALL SET UP- WORK AREA: 200 FT. 24 HRS SET UP.

- **Estimated cost for equipment rental daily is $40.00*.**
- **Estimated initial cost for one-time safety items & (1) TCP is $240.00*.**
- **Estimated labor cost to set up OR pick up this lane closure is $180.00* per occurrence.**

(PLAN 23) ONE DIRECTION SIDE STREET MIDBLOCK SET UP- WORK AREA: 200 FT. DAY TIME SET UP.

- **Estimated cost for equipment rental daily is $35.00*.**
- **Estimated initial cost for one-time safety items & (1) TCP is $185.00*.**
- **Estimated labor cost to set up, take down OR pick up this lane closure is $180.00* per occurrence.**

(PLAN 20) ONE DIRECTION DOUBLE LANE CLOSURE AND 2-WAY LEFT TURN LANE CLOSURE- WORK AREA: 300 FT. 24 HRS SET UP.

- **Estimated cost for equipment rental daily is $225.00*.**
- **Estimated initial cost for one-time safety items & (1) TCP is $760.00*.**
- **Estimated labor cost to set up OR pick up these lane closures is $800.00* per occurrence.**

24" x 30" CHANDLER CONTRACTOR SIGN:

- **$50.00* Each.**

EXCLUSIONS:
Message Boards, Temporary No Parking Signs, Municipal Plan Review Fees, Permit Fees, Shadow Truck, Project Specialty Signs, Concrete or Water Filled Barrier Wall, Flagman, Police Officers, Standby Time and ADA Compliance.

TERMS / CONDITIONS:

1. **Invoices will be based off the actual ticketed equipment and / or labor delivered to the job.**
2. **Sales tax is not included and will be added to all billings. Tax rate subject to change if the prevailing rate changes.**
3. **This quote is valid for 60 days. If work starts after 60 days, then Trafficade reserves the right to nullify this quote and re-quote at its own discretion.**
4. **0% Retention**

Trafficade Estimator:
Abel Duenez 602-431-0911
Abel@trafficade.com

EXHIBIT C

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated

the _____ day of _____, 20__ for construction of **SEWER MANHOLE REHABILITATION, WW2014.402** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT D

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__ for construction of **SEWER MANHOLE REHABILITATION, WW2014.402** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **SEWER MANHOLE REHABILITATION**
Project No.: **WW2014.402**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **SEWER MANHOLE REHABILITATION**
Project No.: **WW2014.402**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WW2014.402** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-099

Date: March 25, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Gina Ishida-Raybourn, Utilities Engineering Manager

Subject: Professional Services Agreement No. WW2014.452, with Dibble CM, LLC, for the Sewer Manhole Rehabilitation Construction Management Services

---

Proposed Motion:

Move City Council award Professional Services Agreement No. WW2014.452, to Dibble CM, LLC, for the Sewer Manhole Rehabilitation Construction Management Services, in an amount not to exceed $175,000.

Background/Discussion:

The Public Works & Utilities Department administers an ongoing Wastewater Sewer Assessment Program to evaluate, prioritize, and repair sewer manholes within the City's collection system. As part of this program, 38 sewer manholes in areas of north Chandler have been deemed to be in need of urgent rehabilitation. The sewer infrastructure in this area is more than 30 years old, and the concrete manholes are deteriorating rapidly. Deteriorated material sloughing off in the sewer flow line could create overflow or backup conditions.

The project scope of work consists of project administration, engineering and inspection services, and project close-out. The contract completion time is 210 calendar days following Notice to Proceed.

A related Construction Contract with FPS Civil, LLC, for Sewer Manhole Rehabilitation, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Construction Management Services. Staff recommends approval of this agreement with Dibble CM, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N

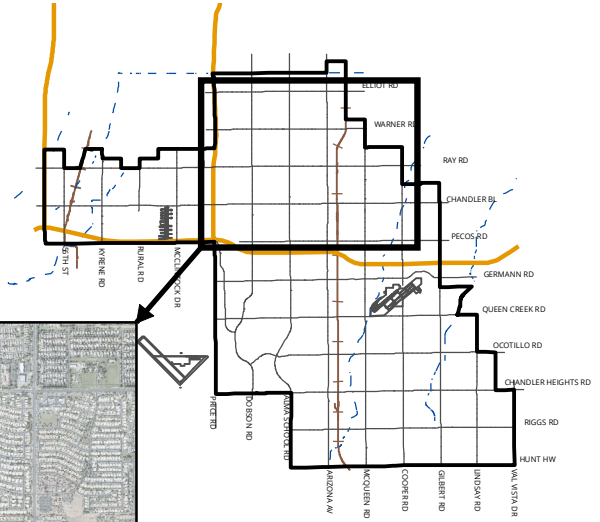
611.3910.6817.6WW266	Wastewater Bonds	Sewer Assessment & Rehabilitation	$175,000	Y

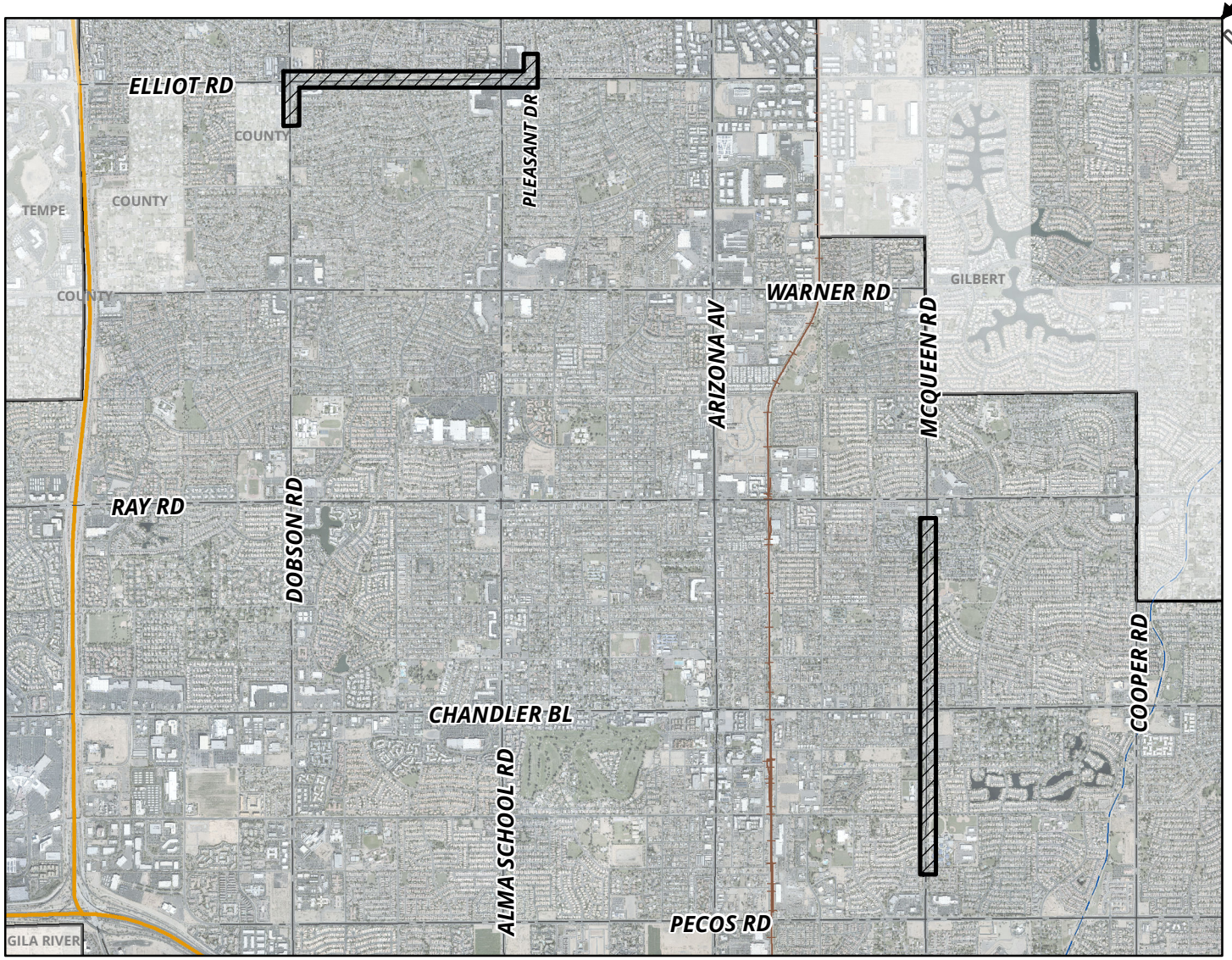
Attachments

Location Map
Agreement

CHANDLER
arizona

SEWER MANHOLE REHABILITATION
PROJECT NO. WW2014.452





MEMO NO. CP21-099

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-098 and CP21-099 SEWER MANHOLE REHABILITATION\CP21-099.mxd 2/12/2021 MARICELAH

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
SEWER MANHOLE REHABILITATION CONSTRUCTION

Project No. WW2014.452

Council Date: March 25, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Dibble CM, LLC**, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Construction Management Services for **SEWER MANHOLE REHABILITATION CONSTRUCTION** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **210** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$175,000** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008

With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Mr. KC Brandon Dibble CM, LLC 7878 N. 16th St., Ste. 300 Phoenix, AZ 85020

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

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any

such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

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

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

5.6 Insurance Requirements. Consultant must procure insurance under the terms and

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

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

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

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

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

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

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such

time that a settlement on those claims has been reached.

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

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

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

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

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

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to

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

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding 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 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

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

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary,

the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

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

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

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

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

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

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

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

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any

rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

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

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

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

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

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

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Dibble CM, LLC

KC Brandon 3/5/2021
Signature Date

KC Brandon
Print Name

President
Title

kcbrandon@dibblecm.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

DIBBLECM

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting.

ii. Consultant must attend the pre-construction public meeting.

iii. Consultant must attend coordination meeting with the Public Outreach Consultant to review improvements and properties requiring specific outreach efforts.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 22 weekly meetings will be held.

B. Task 2.2 CPM Schedule

i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.

ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes 6 reviews of updated CPM schedule.

C. Task 2.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes a maximum of 6 RFI responses.

D. Task 2.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of 15 reviews.

E. Task 2.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes 8 RFPs.

F. Task 2.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval

recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes 8 FD's.

G. Task 2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes a maximum of 6 payment applications, with 2 reviews each.

H. Task 2.8 Public Outreach =N/A

i. Consultant must provide public outreach services, whether by Consultant or subconsultant. Tasks will include: create and maintain project website; maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log; public weekly email updates; public interactions with property owners as a liaison between property owners and the City; coordination meetings; project meetings; public meeting coordination; federal funds required partnering process (project team partnering meeting, maintaining status).

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes 1 inspector full time 40 per week for 6 months.

B. Task 3.2 Landscape / Irrigation Inspection Services = N/A

i. Consultant must provide Irrigation system layout and installation observations; attend and observe irrigation system pressure tests; and attend a nursery visit to tag and inspect plant material. Consultant assumes site visits.

C. Task 3.3 Project Closeout

i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination =N/A

i. Consultant must complete Acceptance of Construction (AOC) applications and submit to MCESD for reclaimed water booster pump and potable water/sewer improvements.

5. MATERIALS TESTING =N/A

A. Task 5.1 Quality Control (QC) Test Program

i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City and MAG; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

B. Task 5.2 Quality Assurance (QA) Test Program

i. Consultant must prepare and maintain a materials Quality Assurance plan per City and MAG.

ii. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

6. RECORD DRAWINGS

A. **Task 6.1 Record Drawings**

i. Review and monitor Contractor's weekly updates on red-line drawing set.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

EXHIBIT "B"
COMPENSATION AND FEES

DIBBLECM

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ 750.00
	SUBTOTAL TASK 1:	**$ 750.00**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 16,000.00
2.2	CPM Schedule	$ 1,900.00
2.3	Requests for Information (RFI)	$ 1,500.00
2.4	Shop Drawing Submittals	$ 3,500.00
2.5	Requests for Proposal (RFP)	$ 2,500.00
2.6	Field Directive (FD)	$ 2,500.00
2.7	Contractor Payment Applications	$ 1,500.00
2.8	Public Outreach	$ -
	SUBTOTAL TASK 2:	**$ 29,400.00**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services	$ 132,000.00
3.2	Landscape/Irrigation Inspection Services (IF APPLICABLE)	$ -
3.3	Project Closeout	$ 4,850.00
	SUBTOTAL TASK 3:	**$ 136,850.00**
4	**UTILITY COORDINATION**	
4.1	Utility Coordination	$ -
	SUBTOTAL TASK 4:	**$ -**
5	**MATERIALS TESTING**	
5.1	QC Test Program	$ -
5.2	QA Test Program	$ -
	SUBTOTAL TASK 5:	**$ -**
6	**RECORD DRAWINGS**	
6.1	Record Drawings	$ -
	SUBTOTAL TASK 6:	**$ -**
SUBCONSULTANTS		
Subconsultant Name		$ -
Subconsultant Name		$ -
Subconsultant Name		$ -

Subconsultant Name	$	-
SUBTOTAL SUBCONSULTANTS:	**$**	**-**
ALLOWANCES		
Direct Expense Allowance	$	-
Owner's Allowance	$	8,000.00
SUBTOTAL ALLOWANCES:	**$**	**8,000.00**
PROJECT TOTAL:	**$**	**175,000.00**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

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

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

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

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

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

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

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant including City's general supervision of Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT “D”
SPECIAL CONDITIONS

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant’s subconsultants must comply with City of Chandler requirements.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** CP21-102

Date: March 25, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Dawn Lang, Management Services Director
Jon Sherrill, Environmental Program Manager
Andrew Goh, Capital Projects Manager

From: Kimberly Moon, Principal Engineer

Subject: Resolution No. 5451, Approving the Intergovernmental Agreement with the Flood Control District of Maricopa County for Detroit Basin Area Drainage Improvements

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5451, approving the Intergovernmental Agreement with the Flood Control District of Maricopa County for the Detroit Basin Area Drainage Improvements, and Authorizing the Mayor to Execute the Agreement

Background/Discussion:

This Intergovernmental Agreement (IGA) for the Detroit Basin Area Drainage Improvements Project is for design, right-of-way acquisition, and utility relocations for storm drain system improvements to collect stormwater along Galveston Street between Hamilton Street and Exeter Street, along Erie Street between Hamilton Street and Exeter Street, and along the east side of the railroad tracks between Ivanhoe Street and Galveston Street. These improvements will convey the stormwater from this area to the existing Detroit Basin, also known as Gazelle Meadows Park, located at 500 North Exeter Street. The project also includes improvements to collect stormwater from where it exits at the southwest corner of the Detroit Basin and convey it to a connection with the existing Chandler Boulevard storm drain.

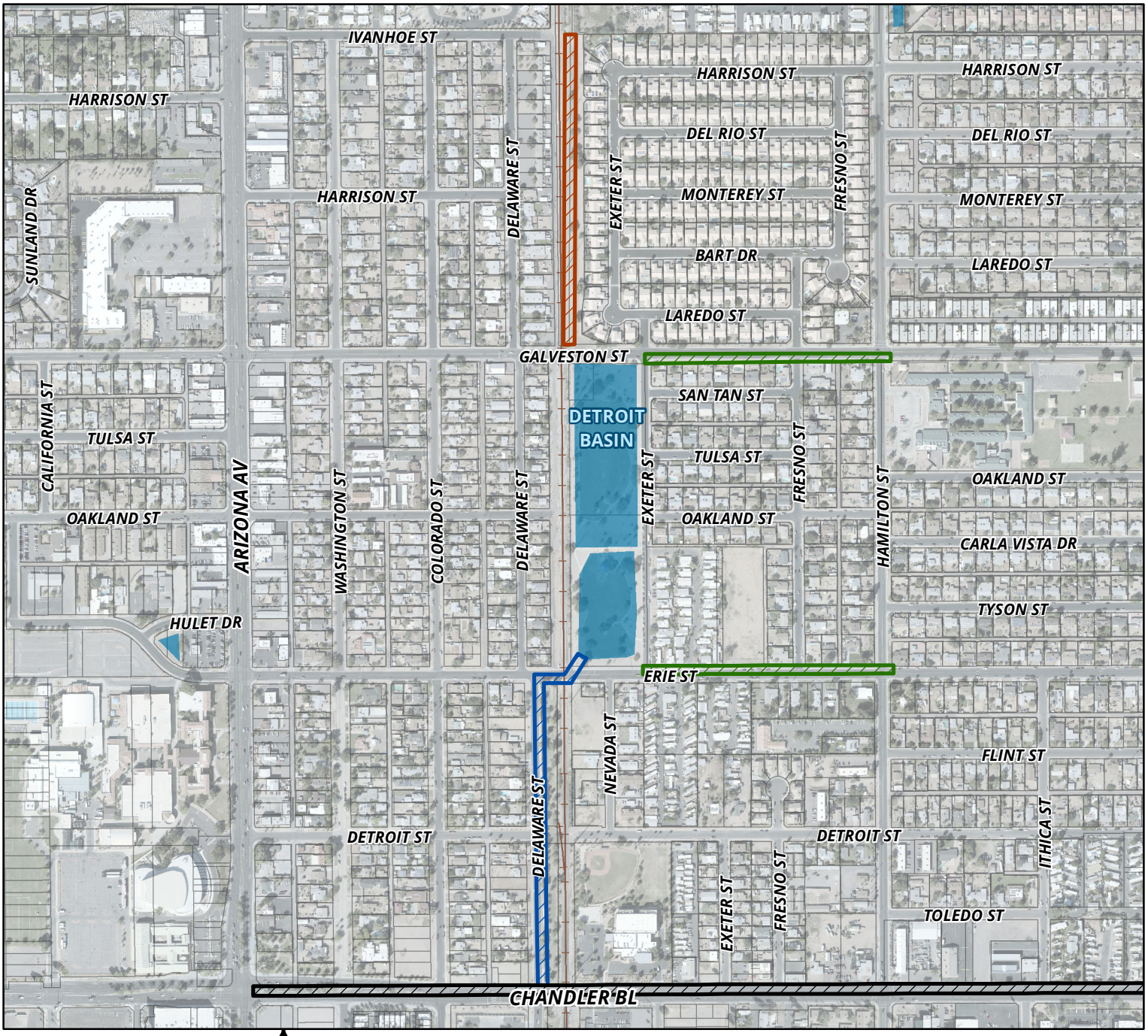
The City will serve as lead agency. Design will meet the recurrence interval of the 10-year flood. The District will fund 50% of the Study, up to $600,000, and will participate in public involvement activities.

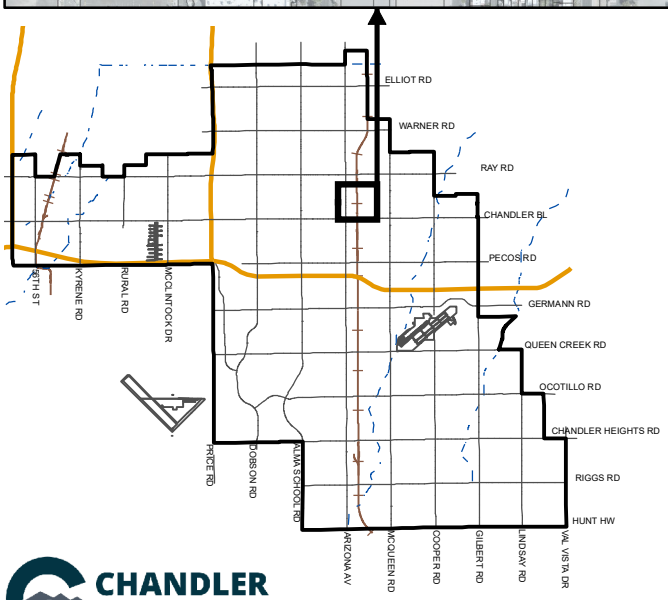
Financial Implications:

Per this IGA, the Flood Control District of Maricopa County (District) will reimburse the City for 50% of this Project, up to $600,000.

Attachments

Location Map
Agreement
Resolution No. 5451





DETROIT BASIN AREA DRAINAGE IMPROVEMENTS RESOLUTION NO. 5451

MEMO NO. CP21-102

- PROPOSED COLLECTION AREA
- PROPOSED SD
- PROPOSED OUTFALL
- EXISTING 54" SD

CHANDLER arizona

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-102 DETROIT BASIN AREA DRAINAGE IMPROVEMENTS\CP21-102.mxd 2/22/2021 MARICELAH

Return to:
Flood Control District of Maricopa County
2801 West Durango Street
Phoenix, AZ 85009-6399

INTERGOVERNMENTAL AGREEMENT

between the

CITY OF CHANDLER

and the

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

for the

DESIGN, RIGHTS-OF-WAY ACQUISITIONS AND UTILITY RELOCATIONS

of

DETROIT BASIN AREA DRAINAGE IMPROVEMENTS

IGA FCD 2021A001

Agenda Item _____

This Intergovernmental Agreement (Agreement) is entered into by and between the City of Chandler, a municipal corporation, acting by and through its City Council, hereinafter called the CITY, and the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter called the DISTRICT. The DISTRICT and the CITY may hereinafter individually be called a PROJECT PARTNER, or collectively called the PROJECT PARTNERS.

This Agreement shall become effective as of the date it has been executed by all PROJECT PARTNERS.

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) Section 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.

2. The CITY is empowered by A.R.S. Section 11-952, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

BACKGROUND

3. The City of Chandler Storm Water Master Plan Update was completed in 2006 and recommended several improvements that would provide a regional flood control benefit by reducing flooding at various locations within downtown Chandler.

4. In July 2007, the CITY submitted the proposed improvements to the DISTRICT's Capital Improvement Program (CIP) prioritization procedure for fiscal year 2008-2009 The submission received a favorable rating and was recommended for inclusion in the future CIP budgets.

5. On July 8, 2008, the Board of Directors of the DISTRICT adopted Resolution FCD 2008R004 (C-69-08-058-6-00), authorizing the DISTRICT to negotiate and prepare Intergovernmental Agreements for the cost-sharing, design, rights-of-way acquisitions, construction, construction management, and future operation and maintenance of Central Chandler Storm Drain Improvements.

6. In 2009, the CITY completed the Downtown Chandler Drainage Improvements Candidate Assessment Report (CAR) to further define the recommended improvements.

7. This Agreement is for the design, rights-of-way acquisition and utility relocations for the Detroit Basin Area Drainage Improvements (herein known as the PROJECT) which will consist of a storm drain and other storm water conveyance improvements in the vicinity of the Detroit Basin to mitigate flooding caused by a 10-year storm event. The preliminary PROJECT elements are shown on Exhibit A, attached hereto and made a part hereof.

PURPOSE OF THE AGREEMENT

8. This Agreement identifies and defines the responsibilities of the DISTRICT and the CITY for PROJECT activities related to design, rights-of-way acquisition and utility relocations.

TERMS OF AGREEMENT

9. The BACKGROUND and PURPOSE OF THE AGREEMENT provisions are hereby incorporated into the terms of this Agreement.

10. The PROJECT, as referenced herein, is described in section 7 of this Agreement.

11. The PROJECT COST, as referenced herein, solely encompasses the following costs directly associated with the PROJECT activities that are incurred after the effective date of this Agreement:

    11.1 Costs of final design.

    11.2 Costs associated with acquiring land and land rights (rights-of-way) required for the PROJECT.

    11.3 Costs of relocating conflicting utilities in place with prior rights. Conflicting utilities in place without prior rights will be relocated at their owners' expense and are not components of the PROJECT COST.

12. The following costs are specifically excluded from the calculation of the PROJECT COST:

    12.1 Any costs associated with additional rights-of-way acquired at the CITY's request for non-flood control purposes. Such costs shall be funded solely by the CITY.

    12.2 The personnel and internal administrative costs associated with this PROJECT incurred by each PROJECT PARTNER, including costs associated with the issuance of PROJECT permits, unless specifically identified otherwise in this Agreement.

13. The PROJECT COST associated with this Agreement is estimated to be $1,200,000.

    13.1 The PROJECT COST is estimated based on the best information available at the time of this Agreement and is subject to change without amendment to this Agreement. In the event the PROJECT COST exceed the estimated amount, each PROJECT PARTNER shall be notified of such increase and, unless objection is provided, the PROJECT COST will be deemed amended

with such additional costs being shared according to the same formula as is applicable to the PROJECT COST.

14. DISTRICT funding for this PROJECT shall be from secondary flood control tax levy revenue and is contingent upon funding availability within the DISTRICT's CIP.

15. CITY funding for this PROJECT is available as identified in the CITY's Capital Improvement Plan.

16. The CITY shall:

16.1 Fund 50% of the PROJECT COST, making the CITY's estimated share $600,000.

16.2 Serve as the lead agency for PROJECT design.

16.2.1 Plan and design the PROJECT to meet the recurrence interval of the 10-year flood as determined by generally applied technical data and methodology in use at the time of PROJECT design.

16.3 Serve as the lead agency for PROJECT rights-of-way (fee or easement) acquisition.

16.3.1 Obtain permanent and temporary rights-of-way required for the PROJECT.

16.3.2 Provide use of all CITY owned and controlled rights-of-way necessary for the PROJECT, and not specifically purchased for this PROJECT, at no cost to the PROJECT.

16.3.3 If, in the future, it is mutually agreed between the PROJECT PARTNERS that, property acquired for the PROJECT is no longer needed for flood control purposes and therefore available for sale, the CITY may sell the property under the stipulation that the DISTRICT shall be paid its cost share percentage of the original acquisition cost, along with its pro-rata share of any appreciation in land value from the original acquisition price of the property for the PROJECT to the final disposition price at the time that the CITY disposes of the property.

16.4 Serve as the lead agency for utility relocations required for the PROJECT.

16.4.1 Cause to be relocated conflicting utilities within the CITY's rights-of-way.

16.4.2 Cause to be relocated at no cost to the PROJECT all private utilities that are in place by permit and/or without prior rights that are in conflict with the PROJECT.

16.4.3 As part of the PROJECT COST, cause to be relocated all private utilities that are in place by permit and with prior rights that are in conflict with the PROJECT.

16.5 Provide to the DISTRICT interim PROJECT submittals, allow 3 weeks for review and comment, and incorporate the DISTRICT comments into the PROJECT as appropriate.

16.6 For design PROJECT COST, the CITY shall invoice the DISTRICT for 50% of its cost share at the time of award of the design contract, and the other 50% of the cost share at the completion of the contract including any change orders.

16.7 Prior to invoicing the DISTRICT for its final cost share payment for the design contract(s), the CITY shall provide written notification to the DISTRICT that all contract obligations have been

met, all project contracts closed, and all certificates of performance have been received by the CITY.

16.8 Serve as the lead agency for any PROJECT public involvement activities.

17. The DISTRICT shall:

17.1 Fund 50% of the PROJECT COST, making the DISTRICT's estimated share $600,000.

17.2 Subject to the availability of funding, within 30 calendar days of receipt, pay all invoices issued to the DISTRICT by the CITY in accordance with the terms of this Agreement.

17.3 Participate in PROJECT public involvement activities.

17.4 Provide review comments to the CITY on periodic PROJECT submittals within 3 weeks of receipt.

18. Each PROJECT PARTNER, and the PROJECT PARTNERS collectively, shall:

18.1 Comply with A.R.S. Sections 41-4401 and 23-214(A).

18.1.1 Each party to this Agreement retains the legal right to inspect the records of the other party and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. Sections 41-4401 and 23-214(A).

18.1.2 Failure by either party to this Agreement to comply with A.R.S. Sections 41-4401 and 23-214(A) shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

18.2 Require that any contractor selected for the PROJECT:

18.2.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. Section 23-214(A);

18.2.2 Agree that a breach of the warranty under paragraph 18.2.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;

18.2.3 Agree that the other party to this Agreement retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this PROJECT to ensure that contractor or subcontractor is complying with the warranty under paragraph 18.2.1.

18.2.4 Who engages in for-profit activity and has 10 or more employees, certify it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. Section 4842 or a regulation issued pursuant to 50 U.S.C. Section 4842.

18.3 Have the right, following mutual written agreement of all PROJECT PARTNERS, to delegate its responsibilities under this Agreement to another party. Any delegation, however, shall not relieve the delegating PROJECT PARTNER of its original responsibilities as defined herein.

18.4 Agree to use their best efforts and enter into good faith negotiations to resolve any disputed matters. However, this shall not limit the rights of the PROJECT PARTNERS to seek any remedies provided by law.

18.5 Agree to equally share the cost of PROJECT compliance and cost audit to be initiated within 60 days of PROJECT completion, if requested by either PROJECT PARTNER. An independent auditing firm agreed to by the PROJECT PARTNERS will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within 45 days of the audit findings by the PROJECT PARTNERS.

19. The PROJECT may be phased due to funding or other coordination issues. Responsibilities of the DISTRICT and the CITY shall be phased accordingly, including, but not limited to, invoicing or reimbursements.

20. If mutually acceptable to the PROJECT PARTNERS, PROJECT invoicing may be conducted periodically based on actual PROJECT costs incurred, no more frequently than quarterly, and no less frequently than annually, in lieu of invoicing timelines otherwise established in this Agreement.

21. Each PROJECT PARTNER shall, as "Indemnitor," to the extent permissible by law, indemnify, defend and hold harmless the other PROJECT PARTNER ("Indemnitee") from and against any and all loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of any act or omission of Indemnitor pursuant to this Agreement, including but not limited to, reasonable attorneys' fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the Indemnitee. Notwithstanding the above, Indemnitee shall be liable for its own negligence or wrongful acts as provided by law. In no event shall the Indemnitor owe or be obligated to pay any amounts which the Indemnitee has not actually paid or has no actual obligation to pay. In the event any agreement to pay to resolve issues of liability is not enforceable, or any agreement or settlement results in an actual obligation lower than the full amount of liability, the Indemnitor's obligation to pay shall be limited to the amount Indemnitee has paid or would be obligated to pay in the absence of any agreement to indemnify. Should the CITY offer to make or make the PROJECT available for any non-flood control uses, the CITY shall, to the extent permissible by law, indemnify, defend, and save harmless the DISTRICT, including agents, officers, directors, and employees thereof, from any and all loss or expense incurred as a result of any claim or suit without limitation. Such indemnification obligation is intended to be a specific indemnity obligation rather than the general indemnity obligations set forth in this paragraph regarding all other types of claims or suits and shall include the obligation to provide reasonable attorneys' fees, court costs, and other expenses relating to the defense of such claims or litigation.

22. 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:

Flood Control District of Maricopa County
Director
2801 West Durango Street
Phoenix, AZ 85009-6399

City of Chandler
City Manager
Mail Stop 605
P.O. Box 4008
Chandler, Arizona 85244-4008

23. This Agreement shall expire either (a) 10 years from the effective date, or (b) upon completion of the PROJECT and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated. The indemnification provisions of this Agreement shall survive the expiration of this Agreement.

24. This Agreement is subject to cancellation by any party pursuant to the provisions of A.R.S. Section 38-511.

25. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.

26. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of any party.

SIGNATURE PAGES FOLLOW

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Political Subdivision of the State of Arizona

Recommended by:

_____

Michel A. Fulton, Director Date

Approved and Accepted:

By: _____
Chairman, Board of Directors Date

Attest:

By: _____
Clerk of the Board Date

The foregoing Intergovernmental Agreement IGA FCD 2021A001 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

_____

Flood Control District General Counsel Date

CITY OF CHANDLER
A Municipal Corporation

By: _____
Kevin Hartke, Mayor Date

Attest:

By: _____
Dana DeLong, City Clerk Date

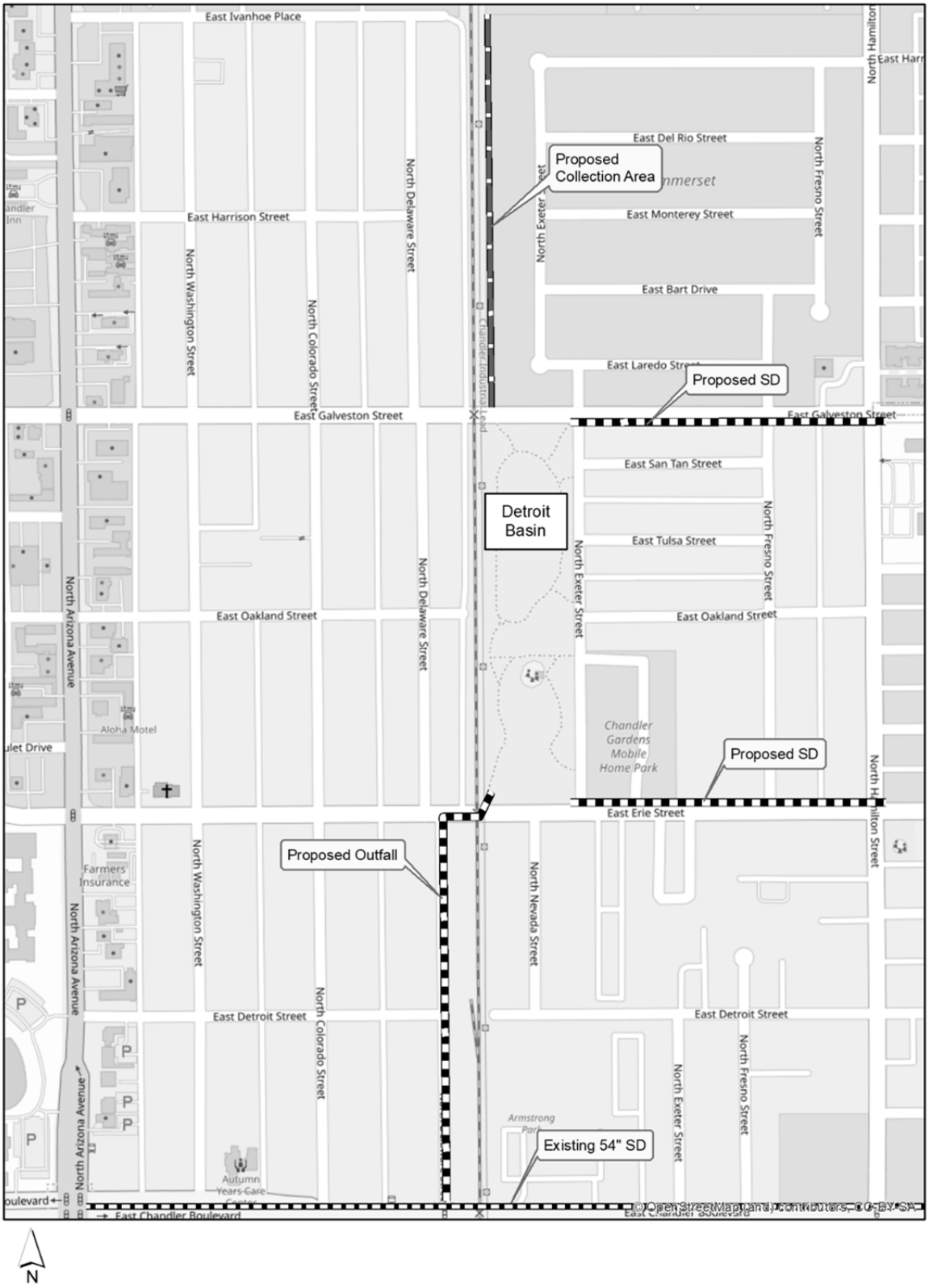
The foregoing Intergovernmental Agreement IGA FCD 2021A001, has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the City of Chandler under the laws of the State of Arizona.

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

_____
Kelly Schwab, City Attorney Date

EXHIBIT A
Drainage Improvements



RESOLUTION NO. 5451

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR THE DETROIT BASIN AREA DRAINAGE IMPROVEMENTS PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS the City of Chandler Detroit Basin Area Drainage Improvements Project (the Project) includes design, right-of-way acquisition, and utility relocation for storm drain system improvements that collect and convey stormwater to the existing Detroit Basin also known as Gazelle Meadows Park within the City of Chandler; and

WHEREAS, the City of Chandler will serve as the lead agency for the Project; and

WHEREAS, the Flood Control District of Maricopa County (FCDMC) agrees to reimburse the City of Chandler for 50% of the Project's costs not to exceed $600,000.00.

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

Section 1. The City of Chandler is authorized to enter into an agreement with FCDMC substantially in the form attached hereto as Exhibit A.

Section 2. The agreement shall be in a form approved by the Chandler City Attorney.

Section 3. The Mayor is authorized to execute and deliver the agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of March, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5451 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of March, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-088

Date: March 25, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Paul Young, Principal Engineer

Subject: Project Agreement No. ST2017.402, with DBA Construction, Inc., Pursuant to Job Order Contract No. JOC1916.401, for the Quiet Zone Improvements, Phase 2

Proposed Motion:

Move City Council award Project Agreement No. ST2017.402 to DBA Construction, Inc., Pursuant to Job Order Contract No. JOC1916.401, for the Quiet Zone Improvements, Phase 2, in an amount not to exceed $1,322,738.40.

Background/Discussion:

In October 2010, the City received approval from the Federal Railroad Administration (FRA) to establish a quiet zone at Union Pacific Railroad (UPRR) crossings on Kyrene Road. In May 2013, a quiet zone was established at UPRR crossings east of Arizona Avenue. A quiet zone allows no train horns to be sounded when supplemental safety measures are established and risk factor index is minimized at each crossing.

On October 31, 2019, FRA performed inspections at each railroad crossing to determine if field elements of the quiet zone were being maintained. The inspections resulted in the need for the City to provide improvements at multiple railroad crossings, as follows:

- UPRR Tempe Industrial Lead/Chandler Boulevard and Ray Road;
- UPRR Chandler Industrial Lead/Elliot Road, Warner Road, Knox Road, Ray Road, Galveston Street, Erie Street, Chandler Boulevard, Frye Road, Pecos Road, Willis Road, and Germann Road.

The project scope of work consists of installation of curb, gutter, and asphalt; landscape restoration; signage and striping; traffic control; and railroad flagging. The contract completion time is 135 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. The costs proposed for this project have been evaluated by staff and determined to be reasonable.

Fiscal Impact

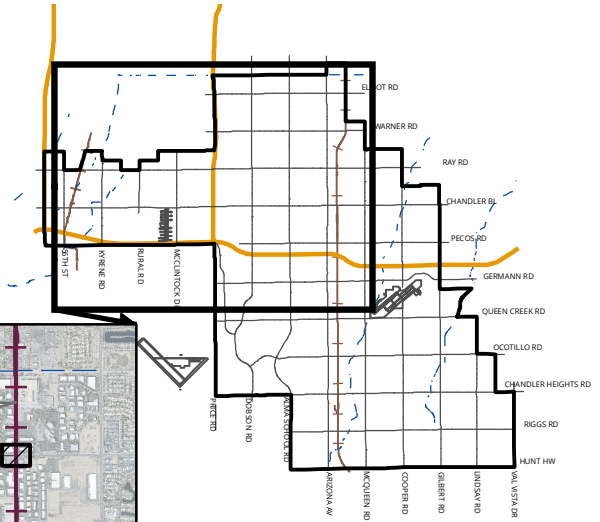
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6517.6ST303	General Government Capital	Street Construction-Various Imp	$1,000,000.00	Y
215.3310.6517.6ST303	Highway User Revenue Fund	Street Construction-Various Imp	$322,738.40	Y

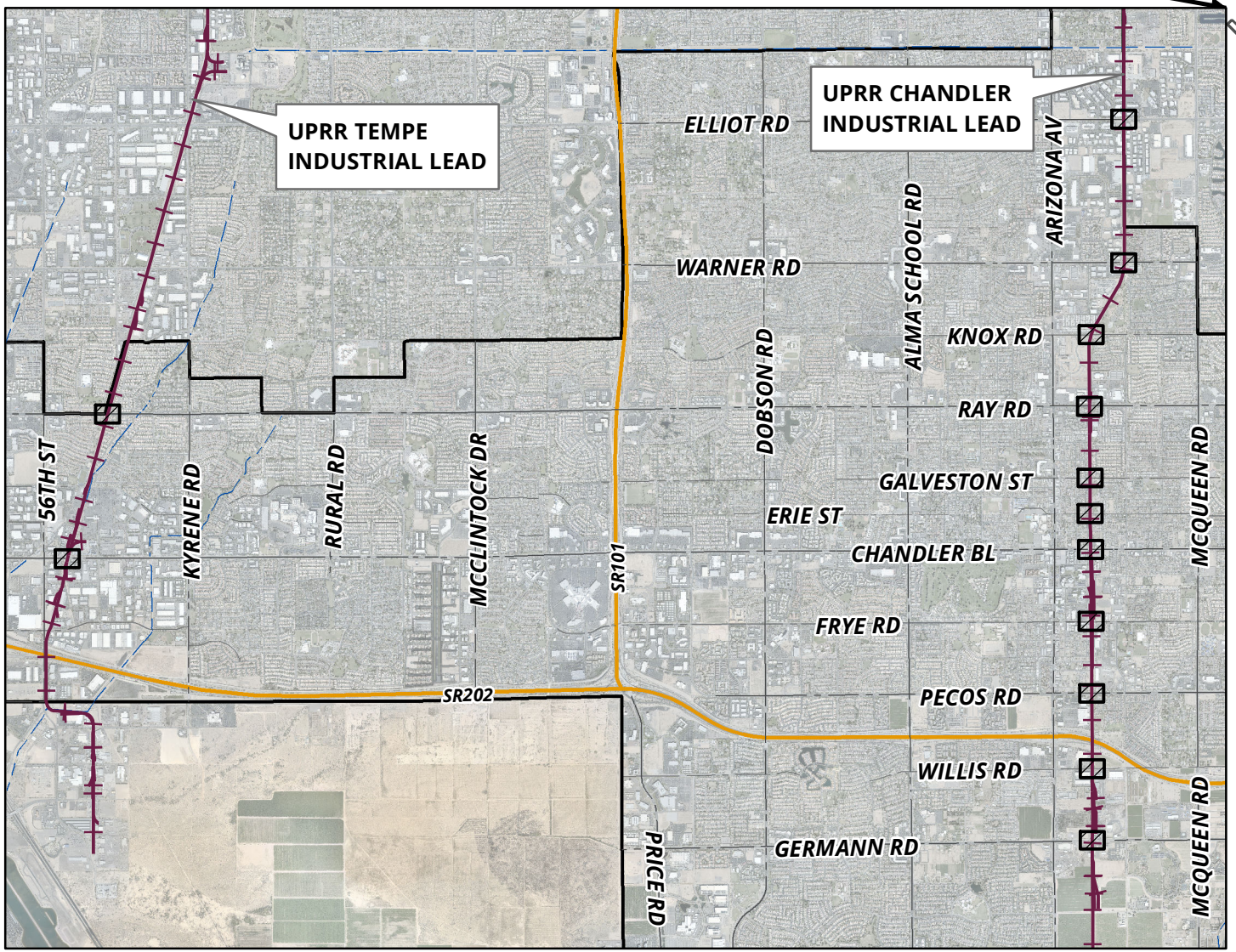
Attachments

Location Map
Agreement

CHANDLER arizona

QUIET ZONE IMPROVEMENTS
PHASE 2
PROJECT NO. ST2017.402





MEMO NO. CP21-088

- PROJECT SITE
- CHANDLER CITY LIMITS
- UNION PACIFIC RAILROAD

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-088 QUIET ZONE IMPROVEMENTS PHASE 2\CP21-088.mxd 2/2/2021 MARICELAH

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Project Name: **QUIET ZONE IMPROVEMENTS, PHASE 2**

Project No. **ST2017.402**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2021 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **DBA Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1916.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about January 14, 2020, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to provide Quiet Zone Improvements, Phase 2, as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **QUIET ZONE IMPROVEMENTS, PHASE 2**, Project Number **ST2017.402**. The scope of work consists of Quiet Zone Improvements, Phase 2, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **$1,322,738.40** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **135** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Project Manager: Paul Young	
	Phone:	480-782-3146
	Email:	Paul.young@chandleraz.gov
JOC CONTRACTOR:	DBA Construction, Inc.	
	P.O. Box 63035 Phoenix, AZ 85082-0305	
	JOC Contractor Representative: Tom Drysdale	
	Phone:	602-442-6767
	Email:	tomdrysdale@dbaconstruction.net

SIGNATURE PAGE TO FOLLOW

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

"CITY"
CITY OF CHANDLER:

MAYOR Date

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney
By:

ATTEST:

City Clerk SEAL

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

"JOC CONTRACTOR"
DBA Construction, Inc.:

Signature 02/09/21
Tom Drysdale Date
Print Name

President
Title

ATTEST: If Corporation

Secretary

ADDRESS FOR NOTICE

DBA Construction, Inc.

P.O. Box 63035

Phoenix, AZ 85082-0305

EXHIBIT A
SCOPE OF WORK

DBA Construction, Inc.

EXHIBIT A

ST2017.402 – Quiet Zone Improvements – Construction Services

- Per Quiet Zone Inspection by Federal Railroad Administration (FRA), the City is required to make improvements to several railroad crossings locations. A subsequent inspection by OG Engineering provided additional recommendation for improvements at rail crossings. Improvements include raising non transversable curbs, signage, striping and vegetation removal.
- Railroad crossings include the following 13 locations.
    - Tempe Industrial Lead at Ray Road and Chandler Boulevard.
    - Chandler Industrial Lead at Germann Road; Willis Road; Pecos Road; Frye Road; Chandler Boulevard; Erie Street; Galveston Street; Ray Road; Knox Road; Warner Road; and Elliot Road.
- Traffic control, railroad flaggers and railroad encroachment permits will be needed at all 13 crossings. OG Engineering will assist DBA Construction in obtaining encroachment permits and scheduling railroad flagmen. Train schedules have been identified at each location. OG Engineering will assist DBA Construction in coordination with UPRR during site improvements.
- Traffic control plans will be submitted to City of Chandler for approval along with construction schedules to identify which locations will be improved first during the project.
- Prior to quiet zone improvements, blue stake will be called in and all utilities will be located within the limits of the site.
- DBA Construction will meet with City of Chandler inspection for site review and layout prior to beginning of Improvements.
- Perform all improvements noted by FRA, OG Engineering and City of Chandler.

EXHIBIT B
FEE SCHEDULE

DBA Construction, Inc.

EXHIBIT "B"

JOB ORDER COST PROPOSAL
SUMMARY SHEET

Negotiated Prices			
Price of Subcontractor(s)		$	190,451.25
Price of Subconsultant(s)		$	244,000.00
General Conditions		$	273,450.00
Preconstruction Labor (if applicable)		$	-
Construction Labor (if applicable)		$	377,741.75
SUBTOTAL (NEGOTIATED PRICES):		**$**	**1,085,643.00**
Overhead and Profit (Coefficient per Job Order Master Agreement)	**1.08%**	**$**	**86,851.44**
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**1,172,494.44**
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate)	**5.07%**	$	60,931.60
General Liability Insurance Percentage (Actual Cost per Job Order)	**1.20%**	$	13,027.72
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		$	-
Payment Bond (Actual Cost per Job Order)	**1.50%**	$	16,284.65
Performance Bond (Actual Cost per Job Order)		$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**90,243.96**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**1,262,738.40**
City's Allowance		**$**	**60,000.00**
TOTAL JOB ORDER:		**$**	**1,322,738.40**

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, propertly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

DBA Construction, Inc.

Proposal Number: CHNDL20002-1
1/15/2021

Mr. Paul Ahlas
City of Chandler – Construction Project Manager
215 E Buffalo Street
Chandler, Arizona 85244

UPRR Quiet Zone Improvements ST2017.402
City of Chandler
Chandler, Arizona

DBA Construction, Inc. proposes to furnish all labor, equipment, and materials (unless otherwise noted) to complete these items as listed. We thank you for the opportunity to submit a proposal for the project referenced.

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Frye Road					
1	1	EA	Obliteration Mobilization	$800.00	$ 800.00
2	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
3	1	EA	Sign Mobilization	$750.00	$ 750.00
4	3	EA	Install W10-1 Sign	$425.00	$ 1,275.00
5	3	EA	Install W10-9 Sign	$260.00	$ 780.00
6	720	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 468.00
7	2	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 470.00
8	2	EA	Thermoplastic Striping-RR Markings	$250.00	$ 500.00
9	720	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 1,332.00
10	1	LS	Traffic Control	$4,150.00	$ 4,150.00
11	40	HR	Railroad Flagging - Allowance	$140.00	$ 5,600.00
12	1	EA	Railroad Encroachment Permit - Allowance	$2,000.00	$ 2,000.00
Frye Road Cost Subtotal					$ 18,925.00

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Elliot Road					
1	1	EA	Obliteration Mobilization	$800.00	$ 800.00
2	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
3	1	EA	Sign Mobilization	$750.00	$ 750.00
4	2	EA	Install W10-1 Sign	$425.00	$ 850.00
5	2	EA	Install W10-9 Sign	$260.00	$ 520.00
6	1	EA	Install R3-2 Sign	$360.00	$ 360.00
7	870	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 565.50
8	4	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 940.00
9	4	EA	Thermoplastic Striping-RR Markings	$250.00	$ 1,000.00
10	870	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 1,609.50
11	1	LS	Traffic Control	$4,150.00	$ 4,150.00
12	40	HR	Railroad Flagging - Allowance	$140.00	$ 5,600.00
13	1	EA	Railroad Encroachment Permit - Allowance	$2,000.00	$ 2,000.00
Elliot Road Cost Subtotal					$ 19,945.00

DBA Construction, Inc.

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Warner Road					
1	1	EA	DBA Mobilization	$5,610.00	$ 5,610.00
2	1	EA	Obliteration Mobilization	$800.00	$ 800.00
3	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
4	1	EA	Sign Mobilization	$750.00	$ 750.00
5	402	LF	Saw Cut Asphalt	$5.00	$ 2,010.00
6	1274	SF	Mill Exist AC, Remove Exist AC & Haul Off-Site	$5.00	$ 6,370.00
7	328	LF	Remove Existing Curb & Gutter	$9.75	$ 3,198.00
8	507	SF	Remove Existing Stamped Concrete / Pavers	$4.50	$ 2,281.50
9	1624	SF	Rake Back Existing DG	$1.50	$ 2,436.00
10	372	LF	Excavate for Mod. Single Curb	$3.50	$ 1,302.00
11	372	LF	Install Mod. MAG 222 Single Curb-20" Tall	$44.00	$ 16,368.00
12	372	LF	Backfill New Curb	$9.00	$ 3,348.00
13	774	SF	Install Decomposed Granite	$3.00	$ 2,322.00
14	972	SF	Patch Asphalt	$11.00	$ 10,692.00
15	2	EA	Remove Vegetation From East & West Approach	$350.00	$ 700.00
16	3	EA	Install W10-1 Sign	$425.00	$ 1,275.00
17	1	EA	Install W10-9 Sign	$260.00	$ 260.00
18	900	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 585.00
19	4	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 940.00
20	4	EA	Thermoplastic Striping-RR Markings	$250.00	$ 1,000.00
21	900	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 1,665.00
22	1	LS	Traffic Control	$14,500.00	$ 14,500.00
23	160	HR	Railroad Flagging - Allowance	$140.00	$ 22,400.00
24	1	EA	Railroad Encroachment Permit - Allowance	$2,000.00	$ 2,000.00
Warner Road Cost Subtotal					$ 103,612.50

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Knox Road					
1	1	EA	Obliteration Mobilization	$800.00	$ 800.00
2	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
3	1	EA	Sign Mobilization	$750.00	$ 750.00
4	1	EA	Install W10-1 Sign	$425.00	$ 425.00
5	540	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 351.00
6	2	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 470.00
7	2	EA	Thermoplastic Striping-RR Markings	$250.00	$ 500.00
8	540	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 999.00
9	1	LS	Traffic Control	$4,150.00	$ 4,150.00
10	40	HR	Railroad Flagging - Allowance	$140.00	$ 5,600.00
11	1	EA	Railroad Encroachment Permit	$2,000.00	$ 2,000.00
Knox Road Cost Subtotal					$ 16,845.00

DBA Construction, Inc.

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Ray Road					
1	1	EA	DBA Mobilization	$5,210.00	$ 5,210.00
2	1	EA	Obliteration Mobilization	$800.00	$ 800.00
3	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
4	1	EA	Sign Mobilization	$750.00	$ 750.00
5	513	LF	Saw Cut Asphalt	$5.00	$ 2,565.00
6	1273	SF	Mill Exist AC, Remove Exist AC & Haul Off-Site	$5.00	$ 6,365.00
7	471	LF	Remove Existing Curb	$9.75	$ 4,592.25
8	5286	SF	Rake Back Existing DG	$0.50	$ 2,643.00
9	471	LF	Excavate for Mod. Single Curb	$3.50	$ 1,648.50
10	471	LF	Install Mod. MAG 222 Single Curb-20" Tall	$44.00	$ 20,724.00
11	471	LF	Backfill New Curb	$9.00	$ 4,239.00
12	1276	SF	Patch Asphalt	$11.00	$ 14,036.00
13	2	EA	Remove Vegetation From East & West Approach	$350.00	$ 700.00
14	2	EA	Install W10-1 Sign	$425.00	$ 850.00
15	900	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 585.00
16	4	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 940.00
17	4	EA	Thermoplastic Striping-RR Markings	$250.00	$ 1,000.00
18	900	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 1,665.00
19	1	LS	Traffic Control	$14,500.00	$ 14,500.00
20	160	HR	Railroad Flagging - Allowance	$140.00	$ 22,400.00
21	1	EA	Railroad Encroachment Permit - Allowance	$2,000.00	$ 2,000.00
Ray Road Cost Subtotal					$ 109,012.75

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Galveston Road					
1	1	EA	Obliteration Mobilization	$800.00	$ 800.00
2	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
3	1	EA	Sign Mobilization	$750.00	$ 750.00
4	3	EA	Install W10-1 Sign	$425.00	$ 1,275.00
5	1	EA	Install W10-9P Sign	$260.00	$ 260.00
6	570	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 370.50
7	2	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 470.00
8	2	EA	Thermoplastic Striping-RR Markings	$250.00	$ 500.00
9	570	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 1,054.50
10	1	LS	Traffic Control	$4,150.00	$ 4,150.00
11	40	HR	Railroad Flagging - Allowance	$140.00	$ 5,600.00
12	1	EA	Railroad Encroachment Permit - Allowance	$2,000.00	$ 2,000.00
Galveston Road Cost Subtotal					$ 18,030.00

DBA Construction, Inc.

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Erie Road					
1	1	EA	Obliteration Mobilization	$800.00	$ 800.00
2	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
3	1	EA	Sign Mobilization	$750.00	$ 750.00
4	2	EA	Install W10-1 Sign	$425.00	$ 850.00
5	1	EA	Install W10-9P Sign	$260.00	$ 260.00
6	630	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 409.50
7	2	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 470.00
8	2	EA	Thermoplastic Striping-RR Markings	$250.00	$ 500.00
9	630	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 1,165.50
10	2	EA	Remove Vegetation North & South Approach	$450.00	$ 900.00
11	1	LS	Traffic Control	$4,150.00	$ 4,150.00
12	40	HR	Railroad Flagging - Allowance	$140.00	$ 5,600.00
13	1	EA	Railroad Encroachment Permit - Allowance	$2,000.00	$ 2,000.00
Erie Road Cost Subtotal					$ 18,655.00

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Chandler Blvd					
1	1	EA	Obliteration Mobilization	$800.00	$ 800.00
2	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
3	1	EA	Sign Mobilization	$750.00	$ 750.00
4	4	EA	Install W10-1 Sign	$425.00	$ 1,700.00
5	1	EA	Install W10-9P Sign	$260.00	$ 260.00
6	1	EA	Install W10-9 Sign	$425.00	$ 425.00
7	990	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 643.50
8	4	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 940.00
9	4	EA	Thermoplastic Striping-RR Markings	$250.00	$ 1,000.00
10	990	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 1,831.50
11	1	LS	Traffic Control	$4,500.00	$ 4,500.00
12	40	HR	Railroad Flagging - Allowance	$140.00	$ 5,600.00
13	1	EA	Railroad Encroachment Permit - Allowance	$2,000.00	$ 2,000.00
Chandler Blvd Cost Subtotal					$ 21,250.00

DBA Construction, Inc.

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Pecos Road					
1	1	EA	DBA Mobilization	$5,210.00	$ 5,210.00
2	1	EA	Obliteration Mobilization	$800.00	$ 800.00
3	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
4	1	EA	Sign Mobilization	$750.00	$ 750.00
5	471	LF	Saw Cut Asphalt	$5.00	$ 2,355.00
6	1126	SF	Mill Exist AC, Remove Exist AC & Haul Off-Site	$5.00	$ 5,630.00
7	471	LF	Remove Existing Curb	$9.75	$ 4,592.25
8	1924	SF	Rake Back Existing DG	$1.25	$ 2,405.00
9	471	LF	Excavate for Mod. Single Curb	$3.50	$ 1,648.50
10	471	LF	Install Mod. MAG 222 Single Curb-20" Tall	$44.00	$ 20,724.00
11	471	LF	Backfill New Curb	$8.00	$ 3,768.00
12	1136	SF	Patch Asphalt	$11.00	$ 12,496.00
13	1	EA	Remove Vegetation From East & West Approach	$450.00	$ 450.00
14	2	EA	Install W10-1 Sign	$425.00	$ 850.00
15	1380	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 897.00
16	6	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 1,410.00
17	6	EA	Thermoplastic Striping-RR Markings	$250.00	$ 1,500.00
18	1380	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 2,553.00
19	1	LS	Traffic Control	$6,250.00	$ 6,250.00
20	160	HR	Railroad Flagging - Allowance	$140.00	$ 22,400.00
21	1	EA	Railroad Encroachment Permit - Allowance	$2,000.00	$ 2,000.00
Pecos Road Cost Subtotal					$ 99,488.75

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Willis Road					
1	1	EA	Obliteration Mobilization	$800.00	$ 800.00
2	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
3	1	EA	Sign Mobilization	$750.00	$ 750.00
4	2	EA	Install W10-1 Sign	$425.00	$ 850.00
5	1	EA	Remove Vegetation / Debris NE Corner	$1,400.00	$ 1,400.00
6	600	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 390.00
7	2	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 470.00
8	2	EA	Thermoplastic Striping-RR Markings	$250.00	$ 500.00
9	600	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 1,110.00
10	1	LS	Traffic Control	$4,150.00	$ 4,150.00
11	40	HR	Railroad Flagging - Allowance	$140.00	$ 5,600.00
12	1	EA	Railroad Encroachment Permit - Allowance	$2,000.00	$ 2,000.00
Willis Road Cost Subtotal					$ 18,820.00

DBA Construction, Inc.

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Germann Road					
1	1	EA	DBA Mobilization	$5,210.00	$ 5,210.00
2	1	EA	Obliteration Mobilization	$800.00	$ 800.00
3	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
4	1	EA	Sign Mobilization	$750.00	$ 750.00
5	529	LF	Saw Cut Asphalt	$5.00	$ 2,645.00
6	1377	SF	Mill Exist AC, Remove Exist AC & Haul Off-Site	$5.00	$ 6,885.00
7	488	LF	Remove Existing Curb	$9.75	$ 4,758.00
8	6305	SF	Rake Back Existing DG	$0.40	$ 2,522.00
9	499	LF	Excavate for Mod. Single Curb	$3.50	$ 1,746.50
10	499	LF	Install Mod. MAG 222 Single Curb-20" Tall	$44.00	$ 21,956.00
11	499	LF	Backfill New Curb	$8.00	$ 3,992.00
12	1270	SF	Patch Asphalt	$11.00	$ 13,970.00
13	2	EA	Install W10-1 Sign	$425.00	$ 850.00
14	1080	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 702.00
15	4	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 940.00
16	4	EA	Thermoplastic Striping-RR Markings	$250.00	$ 1,000.00
17	1080	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 1,998.00
18	1	LS	Traffic Control	$14,575.00	$ 14,575.00
19	160	HR	Railroad Flagging - Allowance	$140.00	$ 22,400.00
20	1	EA	Railroad Encroachment Permit - Allowance	$2,000.00	$ 2,000.00
Germann Road Cost Subtotal					$ 110,499.50

DBA Construction, Inc.

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Chandler Blvd Industrial					
1	1	EA	DBA Mobilization	$5,610.00	$ 5,610.00
2	1	EA	Obliteration Mobilization	$800.00	$ 800.00
3	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
4	1	EA	Sign Mobilization	$750.00	$ 750.00
5	462	LF	Saw Cut Asphalt	$5.00	$ 2,310.00
6	1075	SF	Mill Exist AC, Remove Exist AC & Haul Off-Site	$5.00	$ 5,375.00
7	432	LF	Remove Existing Curb	$9.75	$ 4,212.00
8	132	SF	Remove Existing Stamped Concrete	$4.50	$ 594.00
9	2513	SF	Rake Back Existing DG	$0.40	$ 1,005.20
10	432	LF	Excavate for Mod. Single Curb	$3.50	$ 1,512.00
11	432	LF	Install Mod. MAG 222 Single Curb-20" Tall	$44.00	$ 19,008.00
12	432	LF	Backfill New Curb	$8.00	$ 3,456.00
13	132	SF	Install Decomposed Granite	$3.00	$ 396.00
14	1074	SF	Patch Asphalt	$11.00	$ 11,814.00
15	2	EA	Install W10-1 Sign	$425.00	$ 850.00
16	1230	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 799.50
17	6	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 1,410.00
18	6	EA	Thermoplastic Striping-RR Markings	$250.00	$ 1,500.00
19	1230	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 2,275.50
20	1	LS	Traffic Control	$6,250.00	$ 6,250.00
21	160	HR	Railroad Flagging - Allowance	$140.00	$ 22,400.00
22	1	EA	Railroad Encroachment Permit - Allowance	$2,000.00	$ 2,000.00
Chandler Blvd Cost Subtotal					$ 95,127.20

DBA Construction, Inc.

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Ray Road Industrial					
1	1	EA	DBA Mobilization	$5,610.00	$ 5,610.00
2	1	EA	Obliteration Mobilization	$800.00	$ 800.00
3	1	EA	Thermoplastic Mobilization	$800.00	$ 800.00
4	1	EA	Sign Mobilization	$750.00	$ 750.00
5	464	LF	Saw Cut Asphalt	$5.00	$ 2,320.00
6	1314	SF	Mill Exist AC, Remove Exist AC & Haul Off-Site	$5.00	$ 6,570.00
7	407	LF	Remove Existing Curb	$9.75	$ 3,968.25
8	2755	SF	Rake Back Existing DG	$0.40	$ 1,102.00
9	434	LF	Excavate for Mod. Single Curb	$3.50	$ 1,519.00
10	434	LF	Install Mod. MAG 222 Single Curb-20" Tall	$44.00	$ 19,096.00
11	434	LF	Backfill New Curb	$8.00	$ 3,472.00
12	1160	SF	Patch Asphalt	$11.00	$ 12,760.00
13	1	EA	Remove Vegetation From East Bound Approach	$450.00	$ 450.00
14	2	EA	Install W10-1 Sign	$425.00	$ 850.00
15	1350	LF	Obliterate Existing Striping & Brewer Cote	$0.65	$ 877.50
16	6	EA	Obliterate Existing RR Marking & Brewer Cote	$235.00	$ 1,410.00
17	6	EA	Thermoplastic Striping-RR Markings	$250.00	$ 1,500.00
18	1350	LF	Thermoplastic Striping-4" White Equivilant	$1.85	$ 2,497.50
19	1	LS	Traffic Control	$6,250.00	$ 6,250.00
20	160	HR	Railroad Flagging - Allowance	$140.00	$ 22,400.00
21	1	EA	Railroad Encroachment Permit - Allowance	$2,000.00	$ 2,000.00
Ray Road Cost Subtotal					$ 97,002.25

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
General Conditions, Allowance, Dust Permits & Pothole					
1	1	LS	Pothole for Utilities	$18,730.00	$ 18,730.00
2	1	LS	Railroad Protective Insurance	$5,000.00	$ 5,000.00
3	1	ALLW	Landscape Restoration - Allowance	$10,000.00	$ 10,000.00
4	1	ALLW	Quality Control Material Testing	$15,000.00	$ 15,000.00
5	6	EA	Dust Permits	$1,250.00	$ 7,500.00
6	10	HR	OG Engineering Coordination W/ UPRR	$175.00	$ 1,750.00
			Allowance - If Needed*		
7	1	ALLW	Off Duty Officer - Allowance	$14,500.00	$ 14,500.00
8	135	Day	General Conditions	$1,970.00	$ 265,950.00
General Items Cost Subtotal					$ 338,430.00

DBA Construction, Inc.

Proposal Cost Subtotal	$ 1,085,642.95
General Liability Insurance - 1.2%	$ 13,027.72
Performance & Payment Bond - 1.5%	$ 16,284.64
Fee - 8%	$ 86,851.44
Proposal Total With Bond, Insurance & Fee	$ 1,201,806.75
Sales Tax - 5.07%	$ 60,931.60
Owners Contingency	$ 60,000.00

Assumptions

Our proposal is based on assuming that the following conditions exist at the project site:

1. Obliteration includes Brewer Cote.
2. Asphalt will be milled 1.5"-2" deep, 24" wide. Asphalt for patch will be ½" EVAC.
3. Allowance items will be billed by actual invoice quantities and recorded hours.
4. There will be no wait period between asphalt placement and thermoplastic striping.
5. Multiple sites can be worked at a time.
6. This proposal assumes only one railroad flagger is needed per site. Railroad flagger will be billed by actual hours needed.
7. Each site includes a railroad encroachment permit.
8. Maintenance yard for equipment storage to be provided/designated by the city.

Clarifications

Our proposal requires further clarification on these points in order to be considered:

1. Access to be provided for crews and trucks.
2. Decomposed granite installation at Warner Road is assumed to be 2" in depth.
3. Traffic control subcontractor will set lane closures at the beginning of each shift. DBA forces will pull barricades back at the end of each shift.
4. Traffic will adjacent to the excavation edge during non-work hours with no temporary dirt or ABC materials required.
5. An allowance item was added for any additional coordination with UPRR by OG Engineering, if needed.

DBA Construction, Inc.

Exclusions

Our proposal excludes the following items and were not considered during the preparation of this estimate:

1. Construction permits, right of way permits.
2. The adjustment, shoring and relocation of conflicting utilities.
3. Variable Message Boards
4. Landscape restoration
5. Survey, As-builts

DBA Construction, Inc.

Matt Woolwine

Estimator

City of Chandler Quiet Zone Improvement
General Condition Breakdown

Description	Day / Month	Cost	Total Cost
Daily Expenses (drinking water, ice etc.) (day)	135	$ 55.00	$ 7,425.00
Yard Rental (month)	6	$ 1,500.00	$ 9,000.00
Chemical Toilets (rent and maintenance) (month)	6	$ 500.00	$ 3,000.00
Fire Hydrants & Construction Water (MGAL)	100	$ 83.33	$ 8,332.50
Survey Supplies, Small Tools (day)	120	$ 45.00	$ 5,400.00
Project Superintendent With Pick Up	135	$ 752.81	$ 101,629.22
Project Manager With Pick Up	68	$ 752.81	$ 51,191.01
Project Engineer With Pick Up	135	$ 592.00	$ 79,920.00
			$ 265,897.73

Total Cost	$ 265,897.73
Units (Day)	135
Unit Cost	$ 1,969.61
Unit Cost Shown on Proposal	$ 1,970.00

* All labor is fully burdened and includes all required payroll taxes.

EXHIBIT C

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____
(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated

the _____ day of _____, 20__ for construction of **QUIET ZONE IMPROVEMENTS, PHASE 2, ST2017.402** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT D

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20___ for construction of **QUIET ZONE IMPROVEMENTS, PHASE 2, ST2017.402** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **QUIET ZONE IMPROVEMENTS, PHASE 2**
Project No.: **ST2017.402**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **QUIET ZONE IMPROVEMENTS, PHASE 2**
Project No.: **ST2017.402**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **ST2017.402** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-015

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Benjamin Cereceres, City Planner
Subject: Annexation Public Hearing, Approximately 9.0 Acres located East of the Southeast Corner of Chandler Heights and Cooper roads
Request: Annexation Public Hearing, Approximately 9.0 Acres located East of the Southeast Corner of Chandler Heights and Cooper roads
Location: East of the Southeast Corner of Chandler Heights and Cooper roads
Applicant: Kyle Barichello, RVi Planning + Landscape Architecture

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Background Data:

- Located east of the southeast corner of Chandler Heights and Cooper roads
- Zoned Rural-43 (RU-43) within Maricopa County
- Approximately 9.0 acres
- Upon annexation, initial City zoning will be Agricultural (AG-1) district
- A Rezoning and Preliminary Development Plan application is in review and will be forthcoming to the City Council for a proposed single-family development consisting of 22 lots

Surrounding Land Use Data:

North	Across Chandler Heights Road: Existing Single-Family lots Zoned Planned Area Development (PAD)	South	Unincorporated Maricopa County: Single-Family lots Zoned Rural-43 (RU-43)
East	Single-Family lot Zoned Rural-43 (RU-43, unincorporated Maricopa County) & Existing Single-Family lots Zoned Planned Area Development (PAD)	West	Unincorporated Maricopa County: Single-Family lot Zoned Rural-43 (RU-43)

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	Neighborhoods

Utility Service:

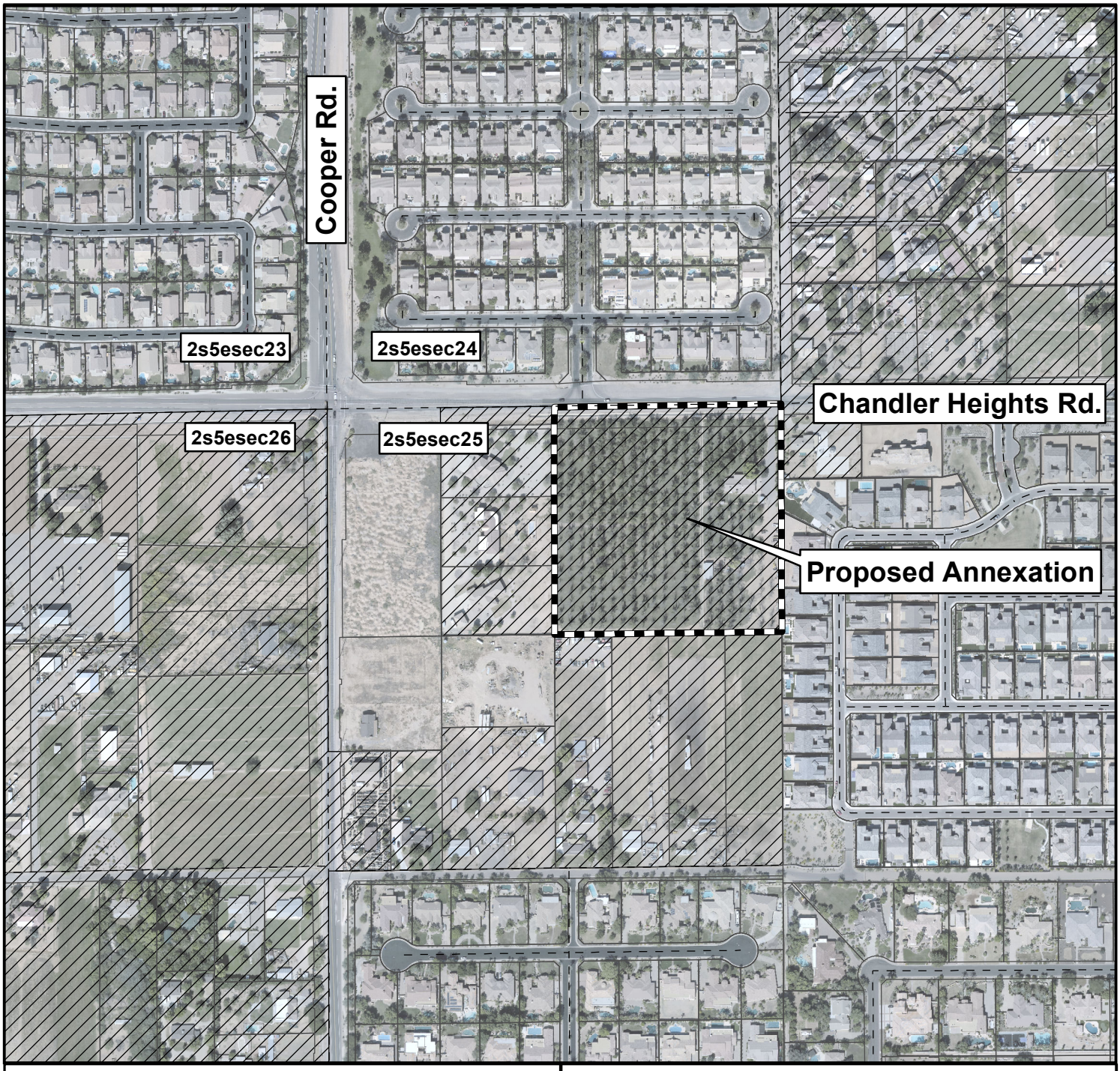
Existing municipal water service, wastewater service, and reclaimed water are available in Chandler Heights Road.

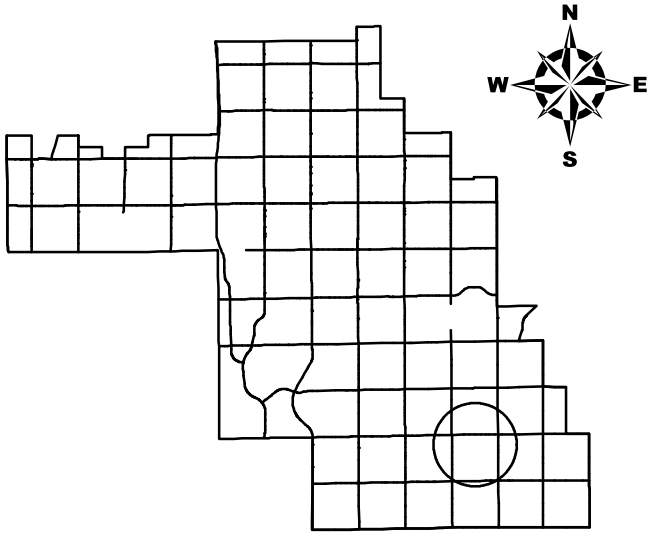
Staff Comments

Staff circulated this request among City departments and received no negative comments relative to the property's annexation.

Attachments

Annexation Maps





City of Chandler 2/1/2021

Annexation Map

Proposed Annexation

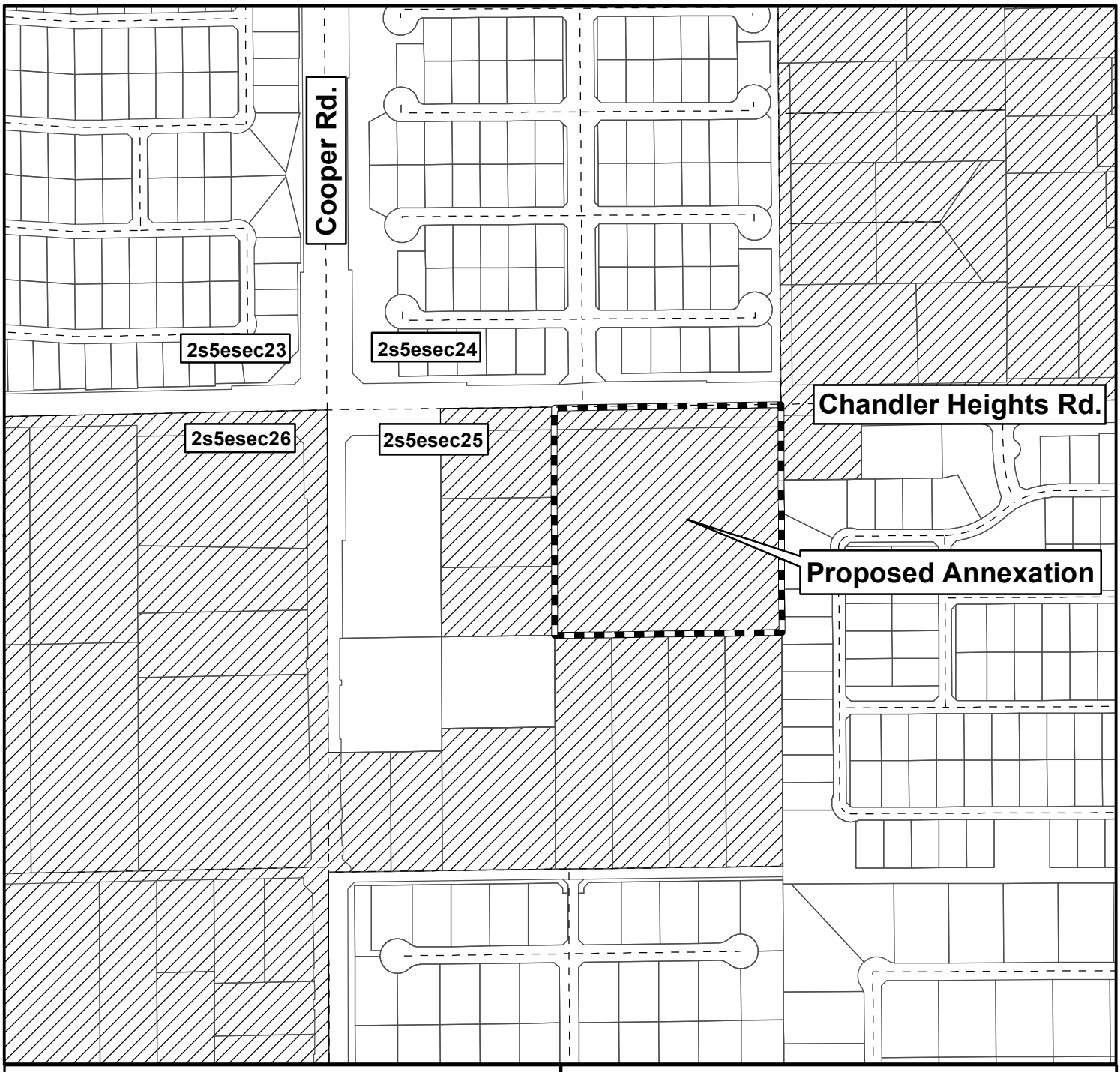
East of the Southeast Corner of Cooper and Chandler Heights roads

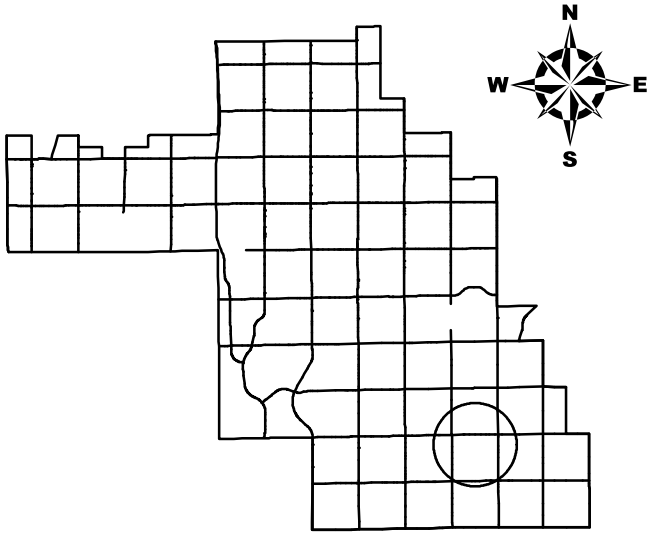
Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A





City of Chandler 2/1/2021

Annexation Map

Proposed Annexation

East of the Southeast Corner of Cooper and Chandler Heights roads

Incorporated Area

Unincorporated Area

0 125 250 500 750 1,000 Feet

Exhibit A

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.** 21-016

Date: March 25, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Harley Mehlhorn, Junior Planner
Subject: Annexation Public Hearing, Approximately 5.11 Acres located at the Southeast Corner of Arizona Avenue and Appleby Road
Request: Annexation Public Hearing, Approximately 5.11 Acres located at the Southeast Corner of Arizona Avenue and Appleby Road
Location: Southeast corner of Arizona Avenue and Appleby Road
Applicant: Sean Lake, Pew and Lake, PLC

Background Data:

- Located on the southeast corner of Arizona Avenue and Appleby Road
- Zoned Rural-43 (RU-43) within Maricopa County
- Approximately 5.11 acres in size
- Upon annexation, initial City zoning will be Agricultural (AG-1) District
- A Rezoning and Preliminary Development Plan application for a 78 dwelling unit multi-family development will appear before Council on a forthcoming agenda

Surrounding Land Use Data:

North	Across Appleby Road: Vacant lot owned by an existing church; La Costera Landing subdivision (under construction)	South	Planned Area Development (PAD) for Single-Family
East	Railroad Tracks then unincorporated industrial within Maricopa County	West	Across Arizona Avenue: Hamilton High School

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	Neighborhoods

Utility Service:

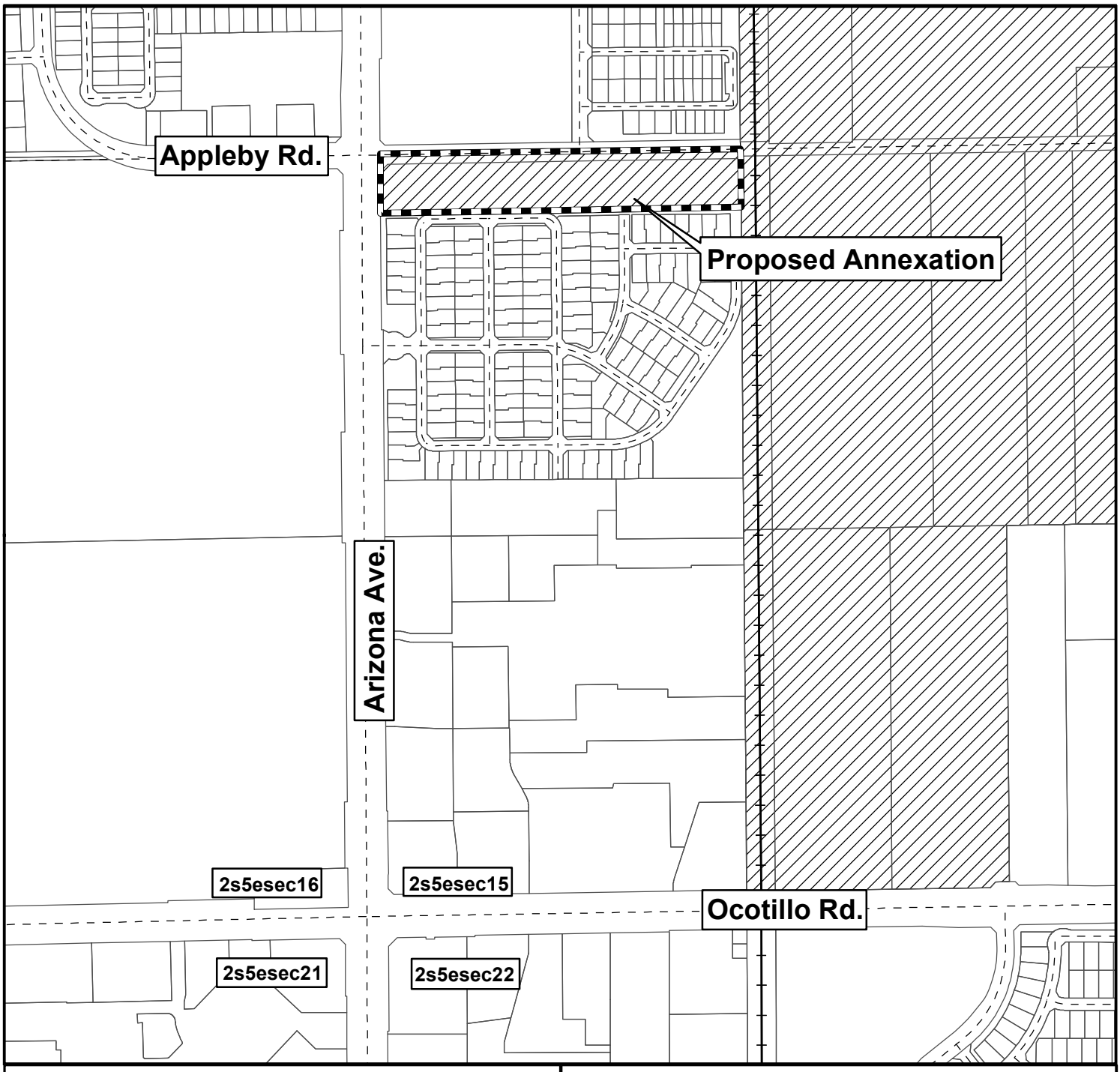
Existing municipal water service, wastewater service, and reclaimed water are available off of Arizona Avenue.

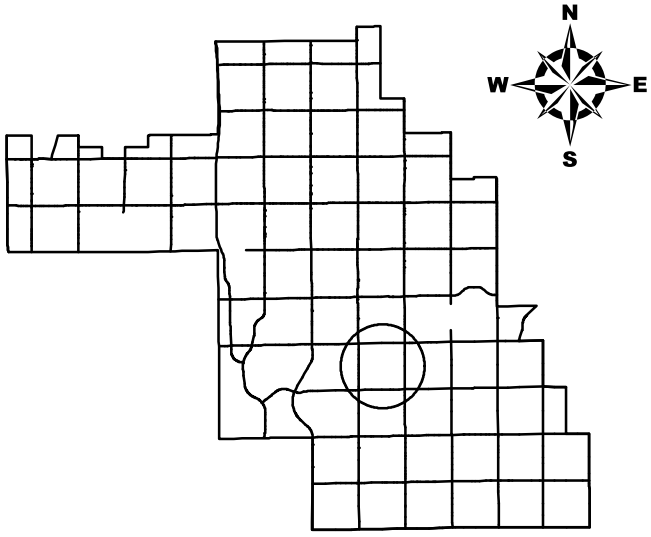
Staff Comments

Staff circulated this request among City departments and received no negative comments relative to this property's annexation request.

Attachments

Annexation Maps





City of Chandler 2/2/2021

Annexation Map

Proposed Annexation

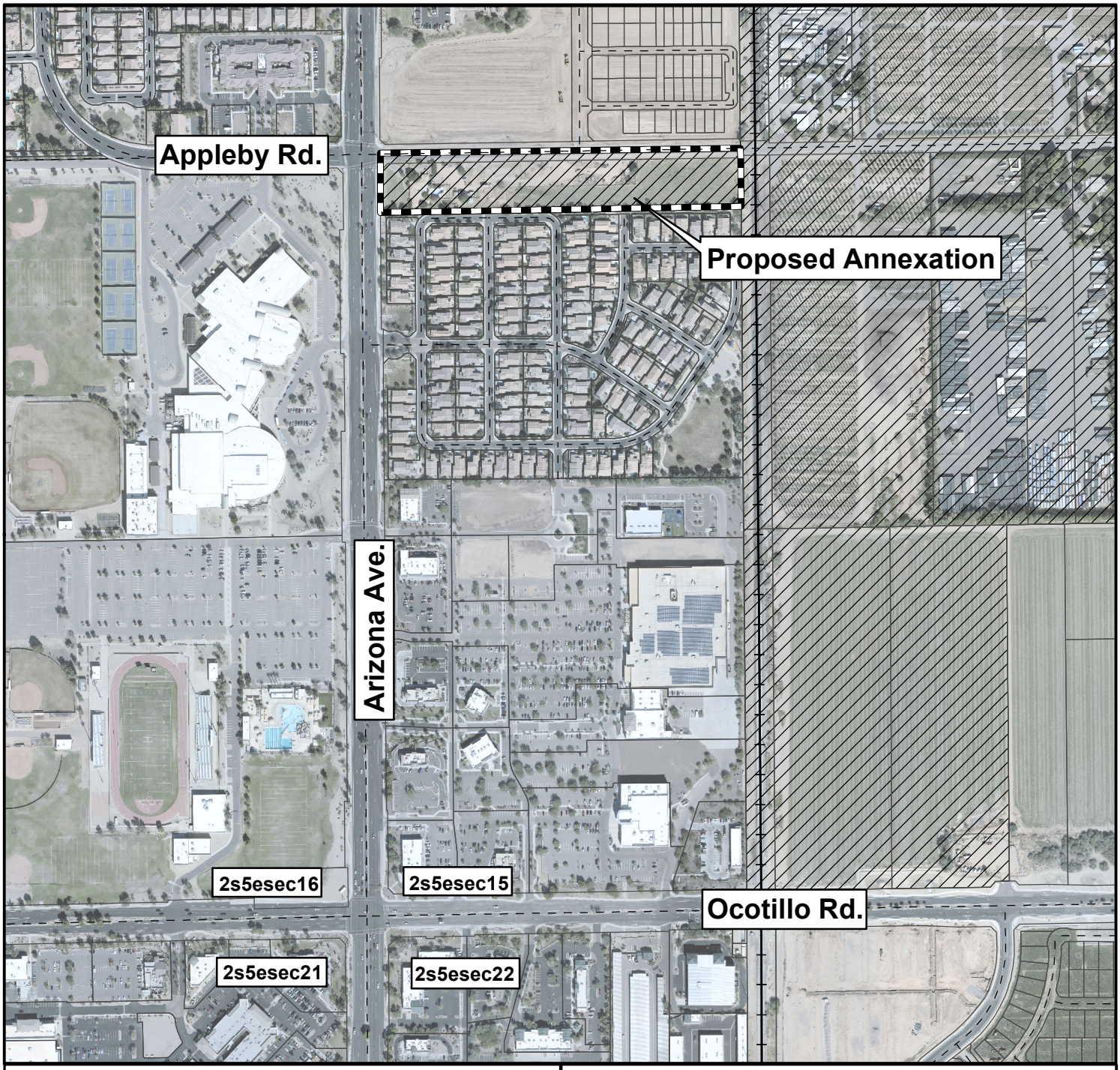
Southeast Corner of Arizona Avenue and Appleby Road

Incorporated Area

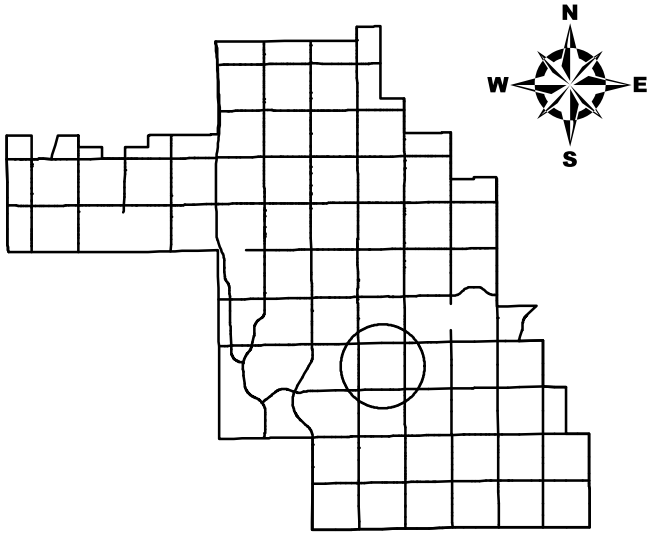
Unincorporated Area

0 150 300 600 900 1,200 Feet

Exhibit A



Annexation Map



City of Chandler 2/2/2021

Proposed Annexation

Southeast Corner of Arizona Avenue and Appleby Road

Incorporated Area

Unincorporated Area

0 150 300 600 900 1,200 Feet

Exhibit A