AMENDED PROJECT AGREEMENT

(Project 3 — OBRF Improvements)

This Amended Project Agreement for Project 3 is entered into effective as of December 8, 2022 ("Amended Project Agreement"), by and between the City of Chandler, an Arizona municipal corporation (the "City"), and Intel Corporation, a Delaware corporation ("Intel"), pursuant to the Public Infrastructure Master Agreement (the "Master Agreement") between them dated May 24, 2019. Capitalized terms used in this Amended Project Agreement shall have the meanings defined in the Master Agreement.

City and Intel entered into a Project Agreement for Project 3 effective April 7, 2020 ("Project Agreement"). Article 2 of the Project Agreement provided that $2,500,000 was allotted for the Work as described in Attachment 1 to the Project Agreement. City and Intel now wish to add to the scope of Work under the Project Agreement. City and Intel are entering into this Amended Project Agreement for the purpose of documenting the additional scope of Work and increase in the cost of the Work covered under the Project Agreement. The Project Agreement remains in effect to the extent not inconsistent with the provisions of this Amended Project Agreement.

City is hereby authorized, and does hereby agree, to proceed with the Work described in this Amended Project Agreement, in compliance with the Master Agreement.

City and Intel, in consideration of the mutual covenants set forth in the Master Agreement and in this Amended Project Agreement, agree as follows:

ARTICLE 1.

The facilities, buildings, or other improvements to the Public Infrastructure to be constructed for the benefit of the Manufacturing Facility under this Amended Project Agreement (the "Work") are improvements to the Ocotillo Brine Reduction Facility ("OBRF"), also referred to as Project 3 – OBRF Improvements ("Project 3"). The Work to be completed as part of Project 3 is hereby modified to re-list the Work by priority and add the following improvements: update of ion exchange outlet waste to permeate recycle and increase of wash water return pump capacity, as detailed in the **Amended Attachment 1** attached hereto, which shall supersede and replace in its entirety Attachment 1 to the Project Agreement. The Parties may agree in writing to reprioritize the Work detailed in the Amended Attachment 1. The Parties agree to conduct an options analysis prior to starting design and construction to ensure that the scope of Work is carried out in a manner that allows the project cost to stay within Intel's funding restrictions as set forth in Article 2 below.

ARTICLE 2.

The amount allotted for the Work is hereby amended to **$5,750,000**, which includes the allotted amount set forth in the original Project Agreement. Monies derived from transaction privilege tax revenue collected by the State of Arizona under A.R.S. § 42-5032.02 will be used to pay for 80% of the Work. Intel will pay for the remaining 20% of the Work, up to a maximum of **$1,150,000**. However, notwithstanding the foregoing limitation, Intel agrees that it will pay City

for any portion of the Work not reimbursed by the State of Arizona under A.R.S. § 42-5032.02 for any reason.

ARTICLE 3.

Any design work that begins in 2022 and 2023 will have construction with multiple start dates in 2022 and 2023 and be completed by December 2025. Pursuant to Section 4 of the Master Agreement, City and Intel shall develop a construction progress schedule in Critical Path Method format indicating times for starting and completing the various stages of the Work, including any milestones and deadlines for substantial completion, completion, and readiness for final payment, and a schedule for progress reporting and construction meetings. The Parties shall agree on a cost-optimized schedule for delivery of the Work. Site/building/utility exploration shall be performed prior to construction for known/hidden items in order to drive cost certainty. Upon acceptance by both Parties, these schedules shall be incorporated into this Amended Project Agreement as though fully set forth herein.

ARTICLE 4.

City shall procure the design for the Work. City and Intel acknowledge and agree that the provisions of Section 6(E) of the Master Agreement apply to City's procurement of the design for the Work.

ARTICLE 5.

The Contract Documents for the Work shall include this Amended Project Agreement, the Project Agreement, the Master Agreement, and other documents, forms, and requirements as specified in the Master Agreement.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the Parties have executed this Amended Project Agreement effective on the date set forth above.

ATTEST:

CITY OF CHANDLER, an Arizona municipal corporation

_____ By_____
CITY CLERK Kevin Hartke, Mayor

APPROVED AS TO FORM:

_____
CITY ATTORNEY

INTEL CORPORATION, a Delaware corporation

Sharon Anderson

By Sharon Anderson
Its Utilities Manager

Amended Attachment 1

Project Summary

PROGRAM OVERVIEW AND DESCRIPTION

1.0 Public infrastructure project that includes upgrades to the OBRF Facility. Details for the scope are outlined in section 1.1 (OBRF) of this Owner's Program document.

1.1 Options analysis effort will be completed prior to beginning design and construction for the scope of work associated with the OBRF facility, to help determine what scope will be carried forward in order to keep it within the funding restrictions Intel has, including:

1.1.1 CLS Polymer and BFP Polymer Building — new climate controlled building or buildings for the CLS and BFP polymer systems

1.1.2 Additional HCL storage — OBRF currently needs 1 load of HCL a week and additional storage will increase reliability

1.1.3 Increase size of WAC waste tank and tank mixing

1.1.4 Update ion exchange outlet waste to permeate recycle

1.1.5 Wash water return pump capacity increase

1.1.6 Gilbert Road Ponds — SCADA Network Replacement and new gate for facility entry

1.1.7 OBRF pavement — resealing pavement at OBRF facility and parking upgrades

1.1.8 Vault Ladder Cage/Fall Protection -analysis to be done to ensure compliance with new OSHA guidelines for fixed ladders on all current fixed ladders at OBRF facility

1.1.9 OBRF record documentation — need consolidation and organization of documents with a storage platform

1.1.10 SCADA Screens/HMI — additional SCADA upgrades for Brine Concentrator and user interface improvements to current SCADA system

1.1.11 Cellular Alarm Paging — Enable operations personnel to receive alarms via the cell network at OBRF

1.1.12 Plant Air Upsize — increase compressor capacity and receiver sizing for plant air system

1.1.13 Evap Ponds Nano-Bubblers — replace aeration system with nano-bubble diffusers

1.1.14 PWPS Pump Sizing/New Drives - install new VFDs for Product Water Pump Station (PWPS)

1.1.15 Replace 4" Brine Line from Pumps to Flow Meter —to accommodate an increased brine flow

1.1.16 BC AntiFoam Redesign and Heat Trace — replace Antifoam pumps and heat trace system

1.1.17 Plant Wide WiFi with Tablets-Separate City and SCADA Networks

1.1.18 Auto Titrator for Lab — purchase and install Auto Titrator for OBRF on-site lab

1.1.19 Evap Ponds Drainage Issues — re-grade area around Evaporation Ponds to mitigate drainage issues

1.1.20 Fencing upgrades along Old Price Road to CMU block, wrought iron, or other alternative — not called out in attached excel document

1.1.21 Electrical cabinet repair at OWRF

1.1.22 Re-locate the control room and lab

1.1.23 Relocate PWPS flow meter to permeate tank

1.1.24 RO flush code

1.1.25 CLS effluent mixing

1.1.26 BRFP tank acid pump re-size

1.1.27 RO normalization code fix

1.1.28 Activate lime feed to PWPS

1.1.29 OBRF office upgrade — additional restroom, laundry space, conference rooms, document storage, and office space

1.2 An assessment of the area should take place and include coordination with existing operations, site traffic and circulation. This assessment is required to determine the buildout sequence and scheduling of the scope. The sequencing and scheduling should be prioritized to enable logistics around the site.