City Council Regular Meeting

Thursday, July 20, 2023
6:00 p.m.

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

CHANDLER
arizona
Community of Innovation

Back row
Councilmember OD Harris, Mayor Kevin Hartke, Councilmember Mark Stewart

Front row
Councilmember Jane Poston, Councilmember Angel Encinas, Vice Mayor Matt Orlando, Councilmember Christine Ellis

Our Vision

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

Our Brand

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

Innovative Focus

Innovation is the lifeblood of our community. The introduction of new ideas and methods is rooted in Chandler's culture and heritage. This thread of innovation embodies how we connect, plan and serve our city to be a contemporary, financially responsible and safe place to live and work.

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a REGULAR MEETING open to the public on Thursday, July 20, 2023, 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

Call to Order

Roll Call

Invocation - Pastor Mark Rossington, Epiphany Lutheran Church

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.

Proposed Motion: Move to approve the Consent Agenda of the July 20, 2023, Regular Meeting, Items 1 - 33.

City Clerk

1. **Board and Commission Appointments**

   Move City Council approve the Board and Commission appointments as recommended.

City Manager

2. **Agreement No. CM3-290-4552, with Ameresco, Inc., for Solar Installations at Various City Facilities**

   Move City Council approve Agreement No. CM3-290-4552, with Ameresco, Inc., for solar installations at various City facilities, in an amount not to exceed $22,500.

   Council Focus Area(s):

Communications and Public Affairs

3. **Agreement No. CAPA2-918-4421, Amendment No. 2, with Davidson Belluso, for Digital Marketing Services for Recruitment Campaigns**

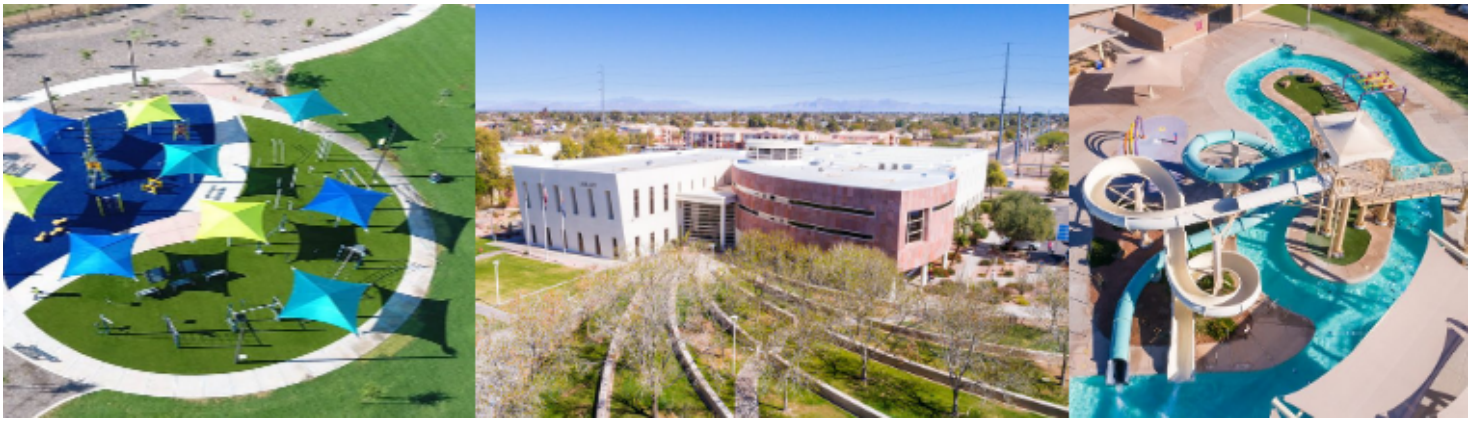
   Move City Council approve Agreement No. CAPA2-918-4421, Amendment No. 2, with Davidson Belluso, for digital marketing services for recruitment campaigns, extending the agreement through August 31, 2024, and increasing the spending limit in the amount of $600,000.

Council Focus Area(s):

4. **Agreement No. CAPA3-840-4576, with SGR Media, dba 5 Words Media, for Studio Equipment and Installation**

   Move City Council approve Agreement No. CAPA3-840-4576, with SGR Media, dba 5 Words Media, for studio equipment and installation, in an amount not to exceed $791,696.76, and authorize an appropriation transfer from General Fund Contingency of $150,000 to General Capital Projects Fund, Video Production Studio Digital Media Upgrade Program.

   Council Focus Area(s):



Community Services

5. **Agreement No. PW0-745-4183, Amendment No. 5, with M.R. Tanner Development and Construction, Inc., for Street Maintenance Repaving, Surface Seal, and Repair Services**

   Move City Council approve Agreement No. PW0-745-4183, Amendment No. 5, with M.R. Tanner Development and Construction, Inc., for street maintenance repaving, surface seal, and repair services, increasing the spending limit by $1,297,021.

   Council Focus Area(s):

6. **Agreement No. CS9-988-4086, Amendment No. 4, with Grounds Control, LLC, for City Parks Landscape Services**

   Move City Council approve Agreement No. CS9-988-4086, Amendment No. 4, with Grounds Control, LLC, for City parks landscape services, increasing the spending limit by $357,113.82.

   Council Focus Area(s):

7. **Agreement No. CS1-967-4327, Amendment No. 2, with Nutrien Ag Solutions, Inc.; and Rentokil North America, Inc., dba Target Specialty Products; for Fertilizers, Herbicides, and Pesticides**

Move City Council approve Agreement No. CS1-967-4327, Amendment No.2, with Nutrien Ag Solutions, Inc.; and Rentokil North America, Inc., dba Target Specialty Products; for fertilizers, herbicides, and pesticides, in a combined amount not to exceed $290,000, for a one-year term, August 1, 2023, through July 31, 2024.

Council Focus Area(s):

8. **Purchase of Citywide Pool Construction Services**

Move City Council approve the purchase of citywide pool construction services, from Shasta Industries, Inc., utilizing the City of Scottsdale Contract No. 2018-136-COS, in an amount not to exceed $1,595,700, and authorize the City Manager or designee to sign a linking agreement with Shasta Industries, Inc.

Council Focus Area(s):

Cultural Development

9. **Introduction and Tentative Adoption of Ordinance No. 5061 adopting the provisions of a Development Agreement and Purchase Agreement between JEMBJACD, LLC, and the City of Chandler for the sale and development of .36 acres of City-owned property located at the southwest corner of Chicago Street and Oregon Street**

Move City Council introduce and tentatively adopt Ordinance No. 5061 adopting the provisions of a Development Agreement and Purchase Agreement between JEMBJACD, LLC, and the City of Chandler for the sale and development of .36 acres of City-owned property located at the southwest corner of Chicago Street and Oregon Street.

Council Focus Area(s):

Development Services

10. **Purchase of Repair and Upgrade Services to the City's Fiber Network**
Move City Council approve the purchase of repair and upgrade services to the City's fiber network, utilizing multiple vendors available under the State of Arizona Contract No. CTR062466, Communications Cabling Systems, and the City of Tucson Contract No. 212710, Installation, Maintenance, and Repair of Fiber/Copper Networks, in a combined amount not to exceed $2,411,414.

Council Focus Area(s):

Economic Development

11. **Greater Phoenix Economic Council (GPEC) Agreement for Fiscal Year 2023-24**
Move City Council approve the Fiscal Year (FY) 2023-24 agreement with the Greater Phoenix Economic Council (GPEC) for regional economic development services, in the amount of $138,532, for the period of July 1, 2023, through June 30, 2024.

Council Focus Area(s):

Human Resources

12. **Resolution No. 5716, Approving and Authorizing Execution of Amended and Restated Retirement Health Savings Adoption Agreements for Employees and Elected Officials**

    Move City Council pass and adopt Resolution No. 5716 authoring execution of Amended and Restated Retirement Health Savings Adoption Agreements for Plan No. 801217 (Employees) and Plan No. 801218 (Council Members) to increase the City's contribution based on years of service, increase employees' annual maximum mandatory leave contribution, and reduce minimum service for plan participation.

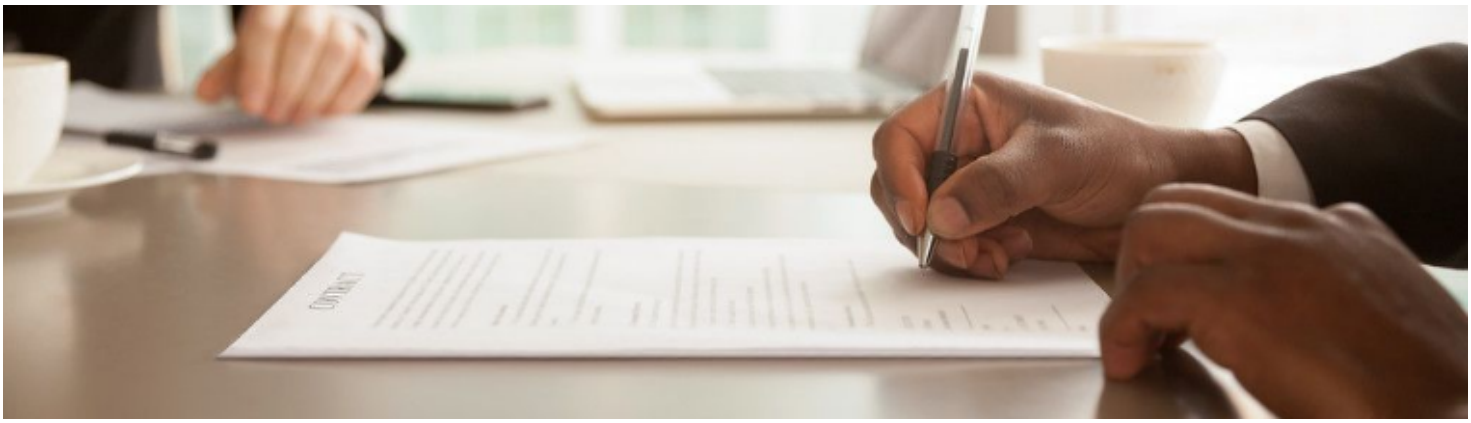
    Council Focus Area(s):

Information Technology

13. **Purchase of Oracle Annual Support and Maintenance**

    Move City Council approve the purchase of Oracle annual support and maintenance, from Mythics, Inc., utilizing the Omnia Partners Contract No. 180233-002, in the amount of $649,220, for the term of August 1, 2023, through July 31, 2024.

    Council Focus Area(s):



Management Services

14. **Agreement No. MS2-920-4380, with Invoice Cloud, Inc., Electronic Payment Acceptance Solution**

    Move City Council approve Agreement No. MS2-920-4380, with Invoice Cloud, Inc., for the electronic payment acceptance solution, in an amount not to exceed $490,000 per year, for a period of five years, with the option to extend for up to five one-year periods.

    Council Focus Area(s):

15. **New Class B Bingo License for The American Legion Auxiliary, Mathew B. Juan, Unit 35, Inc., DBA The American Legion Auxiliary, Mathew B. Juan, Unit 35**

    Move City Council approve a Class B Bingo license for The American Legion Auxiliary, Mathew B. Juan, Unit 35, Inc., DBA American Legion Auxiliary, Matthew B. Juan, Unit 35, located at 2240 W. Chandler Boulevard.

    Council Focus Area(s):

16. **New License Series 12, Restaurant Liquor License application for Jared Michael Repinski, Agent, Card Kingdom, Inc., DBA Mox Boarding House**

    Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 247068, a Series 12, Restaurant Liquor License, for Jared Michael Repinski, Agent, Card Kingdom, Inc., DBA Mox Boarding House, located at 1371 N. Alma School Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 305533.

    Council Focus Area(s):

Police Department

17. **Agreement No. 4625, Health Screening Services for the Police Department**
Move City Council approve Agreement No. 4625, with JS MD Sigma, PLLC, for health screening services for the Police Department, in an amount not to exceed $250,000.

Council Focus Area(s):

18. **Service Agreement to Support the City of Chandler Radio System Infrastructure**
Move City Council approve the annual service agreement with Motorola Solutions, Inc., for radio system infrastructure support, in the amount of $112,408.99, for the term of August 1, 2023, through July 31, 2024.

Council Focus Area(s):

19. **Purchase of Ammunition**
Move City Council approve the purchase of ammunition, from Dooley Enterprise, Inc., utilizing the State of Arizona Contract No. CTR043478, in the amount of $200,000.

Council Focus Area(s):

20. **Purchase of Suppressors**
Move City Council approve the purchase of police rifle suppressors, from Proforce Marketing, Inc., utilizing State of Arizona Contract No. CTR049168, in the amount of $193,508.77.

Council Focus Area(s):

21. **Purchase of Handgun Optics Package**
Move City Council approve the purchase of handguns, night sights, and optics, utilizing State of Arizona Contract No. CTR049168, with Proforce Marketing, Inc., in the amount of $185,496.10

Council Focus Area(s):

Public Works and Utilities

22. **Resolution No. 5695 Approving a Design and Construction Agreement Between Salt River Valley Water Users' Association and the City of Chandler for Well Drilling and Approving the Grant of a Well Site and Access Easements**

    Move City Council pass and adopt Resolution No. 5695 approving a Design and Construction Agreement between Salt River Valley Water Users' Association and the City of Chandler for well drilling at Well Site 27.3E-01.5S and authorizing and approving the grant of a well site and access easements to Salt River Project Agricultural Improvement and Power District.

    Council Focus Area(s):

23. **Resolution No. 5717 Approving the Application and Award of an Environmental Protection Agency Grant**

    Move City Council pass and adopt Resolution No. 5717 approving the application and award of an Environmental Protection Agency (EPA) grant in the amount of $990,000 from the EPA for the City's Advanced Metering Infrastructure (AMI) Project.

    Council Focus Area(s):

24. **Agreement No. PW1-745-4336, Amendment No. 2, with Vincon Engineering Construction, LLC, for Right-of-Way Repairs**

    Move City Council approve Agreement No. PW1-745-4336, Amendment No. 2, with Vincon Engineering Construction, LLC, for right-of-way repairs, in an amount not to exceed $120,000, for a one-year period, August 1, 2023, through July 31, 2024.

    Council Focus Area(s):

25. **Agreement No. ST0-988-4194, Amendment No. 3, with BrightView Landscape Services, Inc., for Storm Repair and Revegetation Services**

Move City Council approve Agreement No. ST0-988-4194, Amendment No. 3, with BrightView Landscape Services, Inc., for storm repair and revegetation services, in an amount not to exceed $605,000, for a one-year period, August 1, 2023, through July 31, 2024.

Council Focus Area(s):

26. **Agreement No. PW0-745-4123, Amendment No. 5, with M.R. Tanner Development and Construction, Inc., for Street Maintenance and Repair Services**

Move City Council approve Agreement No. PW0-745-4123, Amendment No. 5, with M.R. Tanner Development and Construction, Inc., for street maintenance and repair services, increasing the spending limit by $865,950.

Council Focus Area(s):

27. **Agreement No. PW2-988-4516, Amendment No.1, with BrightView Landscape Services, Inc., for Landscape Maintenance Areas 1 through 4**

Move City Council approve Agreement No. PW2-988-4516, Amendment No.1, with BrightView Landscape Services, Inc., for landscape maintenance areas 1 through 4, in an amount not to exceed $2,756,902, for a one-year period, August 22, 2023, through August 21, 2024.

Council Focus Area(s):

28. **Professional Services Agreement No. WA1802.201, with Stantec Consulting Services, Inc., for the Central Arizona Project Arizona Water Production Facility Site Improvements Design Services**

Move City Council award Professional Services Agreement No. WA1802.201 to Stantec Consulting Services, Inc., for the Central Arizona Project Arizona Water Production Facility Improvements Design Services, in an amount not to exceed $213,800.

29. **Construction Manager at Risk Agreement No. WW2005.403, Change Order No. 2 – GMP3, with B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements**

Move City Council award Construction Manager at Risk Agreement No. WW2005.403, Change Order No. 2 – GMP3, to B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements, in an amount not to exceed $3,818,381.51.

Council Focus Area(s):

30. **Professional Services Agreement No. ST2310.201, with Olsson, Inc., for the Alley Rehabilitation PM10 Dust Emissions Reduction 3 Design Services**

Move City Council award Professional Services Agreement No. ST2310.201 to Olsson, Inc., for the Alley Rehabilitation PM10 Dust Emissions Reduction 3 Design Services, in an amount not to exceed $155,949.

Council Focus Area(s):

31. **Construction Agreement No. WW2206.402, with Layne Christensen Company, for the Tumbleweed Aquifer Storage and Recovery Wells 11 & 12 Drilling**

Move City Council award Construction Agreement No. WW2206.402 to Layne Christensen Company, for the Tumbleweed Aquifer Storage and Recovery (ASR) Wells 11 & 12 Drilling, in an amount not to exceed $3,121,710.

Council Focus Area(s):

32. **Competition Impracticable Purchase of Odor Control Data Collection and Analysis Services**

Move City Council approve the competition impracticable purchase of odor data collection and analysis, from In-Pipe Technology, in the amount of $132,000.

Council Focus Area(s):

33. **Agreement No. SW0-910-2493, Amendment No. 2, with Waste Management of Arizona, Inc., for Solid Waste Collection and Transfer Station Services**

Move City Council approve Agreement No. SW0-910-2493, Amendment No. 2, with Waste Management of Arizona, Inc., for solid waste collection and transfer station services, for a lump sum payment due to extraordinary circumstances.

Council Focus Area(s):

Action Agenda

34. **Resolution No. 5696 Amending the Citywide Fee Schedule relating to Management Services and Public Works & Utilities Departments**

Move City Council pass and adopt Resolution No. 5696 amending the Citywide Fee Schedule relating to the Management Services and Public Works & Utilities departments with fee changes effective August 1, 2023.

Council Focus Area(s):

Informational

35. **Contracts and Agreements Administratively Approved, Month of June 2023**

36. **Claims Report for the Quarter Ended June 30, 2023**

37. **Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved**

Unscheduled Public Appearances

Current Events

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

Adjourn

City Council Memorandum **City Clerk's Office** **Memo No. N/A**

Date:	July 20, 2023
To:	Vice Mayor and City Council
From:	Mayor Kevin Hartke
Subject:	Board and Commission Appointments

Proposed Motion:

Move City Council approve the Board and Commission appointments as recommended.

Human Relations Commission

Tony Pham

City Council Memorandum City Manager's Office Memo No. N/A

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Steven Turner, Sustainability & Performance Officer
Subject: Agreement No. CM3-290-4552, with Ameresco, Inc., for Solar Installations at Various City Facilities

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Proposed Motion:

Move City Council approve Agreement No. CM3-290-4552, with Ameresco, Inc., for solar installations at various City facilities, in an amount not to exceed $22,500.

Background/Discussion:

The 2023-2025 Council Strategic Framework outlines the need to find new, smart, and sustainable solutions to help reduce energy costs. The City is looking to further its investment in producing energy through solar while reducing energy consumption throughout City facilities. The goal of this agreement is to identify the most cost-effective solar energy solution at various City facilities.

Currently, the City has six solar arrays near City Hall. Each array was installed between 2012 and 2015. City facilities with solar panels are outlined below:

City Hall (Parking Garage/Neighborhood Resources Building) - 226 S. Washington Street
Municipal Court – 200 E. Chicago Street
Police Main – 250 E. Chicago Street
Downtown Library – 22 S. Delaware Street
Police Property & Evidence – 576 W. Pecos Road
Tumbleweed Recreation Center – 745 E. Germann Road

The City is looking to expand its solar production to several new sites through

ground-mounted, roof-mounted, and/or solar-covered parking options. Ground-mounted and roof-mounted options are the most cost-effective, while the solar-covered parking provides an amenity to City staff and the public. The City and Ameresco will work together to evaluate approximately 25 candidate facilities to determine feasibility for solar installation in accordance with the project development scope of work listed below. Each potential site will be evaluated to address acceptable solar array locations, utility savings, and the most cost-effective ownership solution.

First phase deliverables include:
1. Site visits to discuss and inspect proposed photovoltaic (PV) locations, point(s) of interconnection, and existing electrical system infrastructure.
2. Completion of preliminary site layouts and helioscope studies, including updated PV system equipment site plan, PV sizing, and major equipment (modules, inverters, transformers and/or switchgear) locations.
3. Provide estimated PV production and consumption offset percentage.
4. Provide estimated Engineer, Procure and Construct (EPC) portfolio pricing and savings, including any estimated direct pay benefits to the City from the Inflation Reduction Act of 2022.
5. Recommend appropriate ownership and pricing models.
6. Provide estimated Solar Services Agreement (SSA) portfolio pricing and savings, if applicable.

Additionally, the vendor will perform an evaluation of the City's existing agreements for public electric vehicle charging stations and make recommendations for their sustainability or enhancement.

At the completion of the first phase, the City will select a final PV portfolio to be engineered. The facilities and locations selected will become the “firm scope of work” to be developed through the engineering deliverables in the next phase of the project. All work under both phases of the contract are to be completed within 18 months.

Evaluation:

On November 1, 2022, City staff issued Request for Proposal No. CM3-290-4552 for solar installations at various facilities. Notification was sent to all registered vendors. Ten proposals were received from the following offerors:

Ameresco, Inc.
EDPR NA DG
Enerlogics Solar

McKinstry Essention, LLC
Obodo Energy Partners, LLC
Schneider Electric Buildings Americas, Inc.
Sol Customer Solutions, LLC
SOLON Corporation
Sun Valley Solar Solutions
TotalEnergies Distributed Generation USA

The Evaluation Committee evaluated the proposals and recommends award to Ameresco, Inc., which submitted the most advantageous offer to the City in accordance with the evaluation criteria.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1291.6211.0.6GG674.0	General Government Capital Projects	Sustainability Programs	$22,500	Y

Attachments

Agreement

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City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

CITY OF CHANDLER SERVICES AGREEMENT
SOLAR INSTALLATIONS AT VARIOUS CITY FACILITIES
CITY OF CHANDLER AGREEMENT NO. CM3-290-4552

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Ameresco, Inc., a Delaware corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2023 (Effective Date).

RECITALS

A. City proposes to enter an agreement for solar installations at various City facilities 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

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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 the tasks described in Milestones 1 and 2 within eighteen months from the date the Contractor is notified to proceed.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $22,500 for the tasks described in Milestone 1. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

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

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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,

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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, CPPO	Name: Leonard Byrd
Title: Procurement and Supply Senior Manager	Title: Manager – Business Development
Address: 175 S. Arizona Ave., 3rd Floor	Address: 2375 E. Camelback Rd., Suite 400
Chandler, AZ 85225	Phoenix, AZ 85016
Phone: 480-782-2403	Phone: 520-917-1014
Email: christina.pryor@chandleraz.gov	Email: lbyrd@ameresco.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.

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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

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material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

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

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

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

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

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services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

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

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their

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employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

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

5.42 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.

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

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

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

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

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

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

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By R. Georgeoff
Its: Mayor	Its: Executive Vice President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SCOPE OF SERVICES

The City and the Contractor will work together to evaluate candidate facilities to determine feasibility for solar installation in accordance with the project development scope of work below.

CANDIDATE FACILITIES

The facilities listed below will be included in Milestone 1 of the Scope of Work.

Facility Name and Address	Available Area
Airport Water Reclamation Facility 905 E. Queen Creek Road	35 acres of land south of the facility south of Appleby Road
Pecos Water Treatment Plant 3315 Old Price Road	To be assessed for ground mount
Ocotillo Water Reclamation Facility 3315 Old Price Road	To be assessed for ground mount
City Hall 175 S. Arizona Ave	Rooftop is available.
McQueen Yard 975 E Armstrong Way	Rooftop is available. Covered parking as an amenity for employees is desired.
Transportation and Development 215 E. Buffalo Street	Rooftop is available. Covered parking as an amenity for employees is desired.
Public Safety Training Center 3550 S. Dobson Rd	Rooftop is available. Covered parking as an amenity for employees is desired.
Fire Station 1 1491 E. Pecos Rd.	Rooftop is available. Covered parking as an amenity for employees is desired.
Fire Station 2 1911 N. Alma School Rd.	Rooftop is available. Covered parking as an amenity for employees is desired.
Fire Station 3 275 S. Ellis Rd.	Rooftop is available. Covered parking as an amenity for employees is desired.
Fire Station 4 295 N. Kyrene Rd.	Rooftop is available. Covered parking as an amenity for employees is desired.
Fire Station 5 1775 W. Queen Creek Rd.	Rooftop is available. Covered parking as an amenity for employees is desired.
Fire Station 6 911 N. Jackson Rd.	Rooftop is available. Covered parking as an amenity for employees is desired.
Fire Station 7 6200 S. Gilbert Rd.	Rooftop is available. Covered parking as an amenity for employees is desired.
Fire Station 8 711 W. Frye Rd.	Rooftop is available. Covered parking as an amenity for employees is desired.
Fire Station 9/Desert Breeze Substation 211 N. Desert Breeze Blvd	Rooftop is available. Covered parking as an amenity for employees is desired.
Fire Station 10 5211 S. McQueen Rd.	Rooftop is available. Covered parking as an amenity for employees is desired.
Fire Station 11 4200 S. Gilbert Rd.	Rooftop is available. Covered parking as an amenity for employees is desired.
Chandler Heights Substation	Rooftop is available

4040 E. Chandler Heights Road	
Facilities Building 650 E. Ryan Rd	Covered parking as an amenity for employees is desired.
Chandler Nature Center 4050 E. Chandler Heights Rd	Rooftop is available. Covered parking is also an option.
Fire Administration Building 151 E. Boston St	Rooftop is available. Covered parking as an amenity for employees is desired.
Sunset Library 4930 W. Ray Rd	Rooftop is available. Covered parking is also an option.
Information Technology Building 275 E. Buffalo St.	Rooftop is available. Covered parking is also an option.
Delaware Parking Lot	Covered parking as an amenity for employees is desired.

Additional facilities may be added upon mutual agreement between the City and the Contractor.

SCOPE OF WORK

Milestone 1 (Initial Development):

Milestone 1 development includes discussions with City Staff for each site listed at the end of this document regarding near and long-term goals and metrics for success for this project for each potential facility including the determination of acceptable array locations, utility savings and other metrics as identified by the City. Milestone 1 deliverables include:

1. Site visits to discuss and inspect proposed PV locations, point(s) of interconnection, as well as the existing electrical system infrastructure.
2. Completion of preliminary site layouts and Helioscope studies. Including the following:
   a. Updated PV system equipment site plan, including PV sizing and major equipment (modules, inverters, transformers and/or switchgear) locations.
3. Provide estimated PV production and consumption offset percentage.
4. Provide estimated Engineer, Procure and Construct (EPC) portfolio pricing and savings, including any estimated direct pay benefits to the City from the Inflation Reduction Act of 2022.
5. Recommend appropriate ownership and pricing models.
6. Provide estimated Solar Services Agreement (SSA) portfolio pricing and savings, if applicable

At the completion of Milestone 1, the City will select a final PV portfolio to be engineered. The facilities and locations selected will become the "firm scope of work" to be developed through the engineering deliverables outlined in Milestone 2 below.

Milestone 2 (100% Development): Firm EPC/SSA Price and Guaranteed Solar kWh Production

<u>Task 1</u>

With a decision from City at the conclusion of Milestone 1, Ameresco will proceed with the following items under a Project Development Agreement. The scope of the items below may vary depending upon decisions and investigations during Milestone 1.

1. Additional engineering site visit(s) to further inspect existing electrical infrastructure.
2. Final site plan, including PV sizing and major equipment locations.

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3. Bid-ready electrical and structural engineering documentation for the solar PV design.
4. Submit Interconnection Application(s) to SRP/APS and provide utility coordination with as applicable.
5. Complete surveys to map utilities.
6. Complete construction engineering package with all necessary drawing sets for permitting and construction.
7. Prepare and submit 90% drawing sets for City review and approval.
8. Complete 100% IFP drawing sets and submit permit to City.
9. Land due diligence including easement reviews and geotechnical studies.
10. Walk subcontracting partners for firm EPC/SSA pricing.
11. Submit updated solar kWh production analysis.
12. Submit firm EPC/SSA pricing for final scope after receiving first round comments from permit submittal.

<u>Task 2</u>

1. Evaluate all existing Solar City/Tesla agreements to determine feasibility of City buy-outs and upgrades.

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EXHIBIT B
COMPENSATION AND FEES

Description	Fee
Milestone 1	$22,500
Milestone 2	To be agreed upon between the City and Contractor upon completion of Milestone 1

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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

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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. *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 $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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.

E. *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.

<u>Additional Policy Provisions Required</u>.

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.

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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.

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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.

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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.

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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.

City Council Memorandum Communications and Public Affairs Memo No. N/A

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
From: Matt Burdick, Communications and Public Affairs Director
Subject: Agreement No. CAPA2-918-4421, Amendment No. 2, with Davidson Belluso, for Digital Marketing Services for Recruitment Campaigns

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Proposed Motion:

Move City Council approve Agreement No. CAPA2-918-4421, Amendment No. 2, with Davidson Belluso, for digital marketing services for recruitment campaigns, extending the agreement through August 31, 2024, and increasing the spending limit in the amount of $600,000.

Background/Discussion:

The City Council approved a $300,000 agreement with Davidson Belluso on February 24, 2022, to create a digital marketing campaign that would broaden awareness and exposure of career opportunities at the City of Chandler. For the first year of the campaign, the vendor worked with the City between March and October 2022 to create the strategy, advertising plan, marketing assets and website to support the recruitment campaign. The contractor's fees were capped at 38% of the budget to perform campaign management and reporting, creative development, and media mark up. The campaign website and marketing ads launched on November 1, 2022, and continued through February 2023 to promote overall career opportunities at the City with a focus on careers in the Police, Development Services, Information Technology, and Public Works & Utilities departments. The campaign targeted candidates in the following geographic areas: Arizona, California, Colorado, Nevada, New Mexico, Oregon, Utah and Washington.

The City Council renewed the agreement with Davidson Belluso on January 26,

2023, in the amount of $381,000 to perform campaign marketing through July 2023. The contractor's fees were capped at 25% of the budget to provide campaign management and reporting, creative development and media mark up. For this second year of the campaign, Police Department recruitment was increased to 50% of the marketing budget, Illinois and military bases were added to the targeted geographic areas and the Police Department webpage and marketing ads were enhanced. The campaign webpage content also was expanded to highlight citywide leadership and administrative positions, Chandler's lifestyle and benefit programs provided to City employees. An email newsletter was added as a marketing tactic to promote career opportunities and City news.

This extension of the agreement with Davidson Belluso for $600,000 will fund the campaign marketing and media ads through August 2024 to attract qualified applicants to apply for career opportunities at the City, primarily with the Chandler Police Department. This agreement will fund the management of the campaign, maintenance and operation of a dedicated recruitment website, development of marketing materials and the purchase of media ads.
The contractor's fees are capped at 25% of the budget for campaign management and reporting, creative development and media mark up. Approximately 80% of the digital marketing media plan will promote Police Department recruitment and the remaining 20% will sustain recruitment efforts for other City positions. In addition, a partnership with the Arizona Broadcasters Association will offer exposure through Arizona radio and television broadcast stations and email marketing will offer national exposure to candidates in targeted industries.

Promoting career opportunities broadens awareness among prospective candidates in Arizona as well as targeted out-of-state markets. In the eight months since the campaign was launched, ads promoting career opportunities have been shared millions of times, generating growth in web traffic on the recruitment webpage for featured career opportunities. Year over year, the number of job interest cards submitted to the City has increased, while the number of vacancies has decreased. Please see the attached report for more detail on these performance indicators. Additionally, the City has significantly decreased its number of vacant positions since commencement of the marketing campaign, from 103 total vacancies in November 2022 to 76 in June 2023. While there are many factors that influence a candidate's decision to apply for a position, the marketing efforts are fulfilling their purpose of differentiating the City of Chandler recruiting brand and promoting awareness of the City's career opportunities.

Evaluation:

On February 24, 2022, City Council approved an agreement with Davidson Belluso, for digital marketing services for recruitment campaigns, for a one-year period, with the option of up to four one-year extensions. The agreement was renewed through Amendment No. 1 and the current term is still in effect. Staff is requesting an extension of the term and an increase to the spending limit previously approved by City Council. All other terms and conditions of the agreement remain the same.

Financial Implications:

The cost of the extension is funded through one-time dollars in the Communications and Public Affairs cost center for fiscal year 2023-2024. The total revised contract amount, including the $600,000 requested in Amendment No. 2, is not to exceed $981,000.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1070.5219.0.0.0	General Fund	N/A	600,000	N

Attachments

Amendment

Performance Indicators Nov 22 - Jun 23

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City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
DIGITAL MARKETING SERVICES FOR RECRUITMENT CAMPAIGNS
CITY OF CHANDLER AGREEMENT NO. CAPA2-918-4421

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 Davidson Belluso (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2023 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for digital marketing services (Agreement); and

WHEREAS, the term of the Agreement was March 1, 2022, through February 28, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the a portion of the second option through this Amendment to extend the Agreement through August 31, 2024.

WHEREAS, the Parties wish to add funds to be spent during the current term of the Agreement and through the extension term.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III is amended to read as follows: The Agreement is extended for the period of March 1, 2024, through August 31, 2024.

3. Section IV is amended to increase the spending limit in the current term through the extension term ending August 31, 2024, in the amount of $600,000, for a revised amount not to exceed

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$981,000, per the pricing 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.

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

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Mike Barcia

Its: General Manager

CITY OF CHANDLER

Recruitment Campaign

Advertising Performance Overview

DAVIDSON/BELLUSO

July 10, 2023

Executive Summary

November 2022 – June 2023

Job Interest Card

With **22.5+ million campaign impressions**, the City of Chandler saw a **126% increase** in number of job interest cards received

Comparison of Jan-Jun 2022 (2,874 submissions) to Jan-Jun 2023 (6,503 submissions)

Nearly **10 times more** average website page views per month since campaign launch

Comparison of City's career page 8 months prior to campaign launch (2,769 avg. views/month) to JoinTeamChandler.com's first 8 months (27,034 avg. views/month)

An average of **nearly 20 people a day** seeking to learn more about Chandler occupations from Google Paid Search (PPC) platform alone

4,717 potential applicants clicked on the "Apply Today" button or made a phone call via Google Paid Search platform over the course of 8 months

Executive Summary

November 2022 – June 2023

Google Display delivered **more than 7 million impressions** across the region, **40% more than estimated** at the beginning of the campaign

Join Team Chandler videos were viewed in their entirety nearly **half a million times** on YouTube

The Team Chandler message was shown more than **10 million** times on Facebook with **85,543 clicks** for an efficiency rate **nearly double the industry average** (0.80% vs. 0.42%)*

The campaign earned a **50% higher click through rate** than the average LinkedIn campaign demonstrating the creative and messaging is resonating with this platform's highly targeted audience (0.67% vs. 0.44%)**

*Wordstream
**LinkedIn

Key Term Definitions

Below are definitions for terms utilized within reporting:

- **Page Views:** Number of times a website page is viewed (includes multiple views from the same device)
- **Impressions:** Number of times a campaign ad is shown on a given platform
- **Clicks:** Action taken to visit JoinTeamChandler.com via a campaign ad
- **“Apply Today” Clicks:** Number of times an individual has clicked on a campaign ad and then clicked on any of the Apply Today or Apply Now buttons on JoinTeamChandler.com
- **Industry Average**: Standard benchmark related to given industry for platforms like Google and Facebook. Allows the opportunity to measure campaign performance against similar career/employment campaigns.

City Council Memorandum Communications and Public Affairs Memo No. N/A

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
From: Matt Burdick, Communications and Public Affairs Director
Subject: Agreement No. CAPA3-840-4576, with SGR Media, dba 5 Words Media, for Studio Equipment and Installation

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Proposed Motion:

Move City Council approve Agreement No. CAPA3-840-4576, with SGR Media, dba 5 Words Media, for studio equipment and installation, in an amount not to exceed $791,696.76, and authorize an appropriation transfer from General Fund Contingency of $150,000 to General Capital Projects Fund, Video Production Studio Digital Media Upgrade Program.

Background/Discussion:

When Chandler City Hall opened in 2010, the video production studio was built to produce government access channel programs that air on Cox Channel 11. The studio infrastructure, lighting system, sets and communications equipment are original from 2010. The only updates that have occurred to the studio were in 2018 when cosmetic facelifts were made to the sets and more lighting was added. The studio cameras and pedestals were last updated in 2012. Consistent maintenance and care has enabled the studio and equipment to remain operational, but much of the equipment has reached the end of its useful life. Replacement parts for the cameras are no longer available, communication headsets are out of compliance and hardware and software updates are no longer available for the lighting system. In fact, the board that controls the lighting system failed earlier this year and a temporary system is in use.

The City Council has allocated a total of $800,000 in the Capital Improvement Program towards this project, with $550,000 in FY22-23 and $250,000 in

FY23-24. During FY 22-23, the City of Chandler issued two purchase orders to two vendors as well as a request for proposals to select a vendor to perform the balance of the work necessary to complete the digital media upgrade. A purchase order totaling $66,137.94 was issued to Southwest Scenic in December 2022 to make structural and cosmetic modifications to the two existing sets. A purchase order totaling $85,602.88 was issued to 5 Words Media in December 2022 to install the new studio lighting system. Council approval of this agreement will commence the on-site improvements so that the contractors' activities can be coordinated to minimize construction inefficiencies and the length of time the studio is unavailable for use. This agreement marks the final purchase to begin work and complete the video production studio digital media upgrade.

This agreement is funded through the Video Production Studio Digital Media Upgrade Capital Improvement Program (6GG672) and an appropriation transfer of $150,000 from General Fund Contingency; the latter funding source is a 100% revenue offset from General Fund, Franchise Fee – Cable & Uniform Video Service License fees. This agreement will complete the Video Production Studio Digital Media Upgrade Capital Improvement Program that supports the current and future digital media production needs of the city. This investment equips the studio with the infrastructure and technological foundation that can be expanded in the future as the production needs of the City evolve.

The video production studio digital media upgrade will build a green screen set, an updated audio/video production set, and an advanced technology set equipped with an integrated LED video wall and interactive touch-screen display monitor. The 4k compatible production switcher will display media elements on the video wall, interactive display monitor and green screen set, which will improve video quality and save time during video production and post-production editing. This agreement will move the City toward the current industry standard of 4k cinema cameras and enable the equipment used in the studio to match the quality of the 4k compatible cameras used in field productions and in the Council Chambers. The studio update also will provide a teleprompter system, communication headsets, camera pedestals, control room console and a do-it-yourself audio/video production equipment station.

Evaluation:

On December 6, 2022, City staff issued Request for Proposal No. CAPA3-840-4576 for studio equipment and installation. Notification was sent to all registered vendors. Four proposals were received from the following offerors:

BKW, Inc.

CTI, Inc.
EAR Professional Audio Video
SGR Media, dba 5 Words Media

The Evaluation Committee evaluated the proposals recommends award to SGR Media, dba 5 Words Media, which submitted the most advantageous offer to the City in accordance with the evaluation criteria.

Financial Implications:

The agreement is primarily funded through the Video Production Studio Digital Media Upgrade Capital Improvement Program (6GG672), plus an appropriation transfer of $150,000 from General Fund Contingency (100% revenue offset from General Fund, Franchise Fee – Cable & Uniform Video Service License fees).

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1291.5219.0.6GG672	General Government Capital Projects	Video Production Studio Upgrade	$200,000	Y
101.1291.6419.0.7GG672	General Goverment Capital Proejects	Video Production Studio Upgrade	$591,697	Y

Attachments

Agreement
Studio Equipment

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City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

CITY OF CHANDLER SERVICES AGREEMENT
STUDIO EQUIPMENT AND INSTALLATION
CITY OF CHANDLER AGREEMENT NO. CAPA3-840-4576

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and SGR Media, dba 5 Words Media, an Arizona S corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2023 (Effective Date).

RECITALS

A. City proposes to enter an agreement for studio equipment and installation 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 240 days from the date the Contractor is notified to proceed. Contractor is not responsible for any delays by others.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $791,696.76. 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. The Contractor can submit Equipment Deposits and Mobilization Payments for Custom Items on the project as approved by The City. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

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

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the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

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

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such an 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

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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, CPPO	Name: Matthew Turrigiano
Title: Procurement and Supply Senior Manager	Title: Director Of Operations
Address: 175 S. Arizona Ave., 3rd Floor	Address: 1734 W. Williams Drive Suite #9
Chandler, AZ 85225	Glendale, AZ 85027
Phone: 480-782-2403	Phone: 619-900-4910
Email: christina.pryor@chandleraz.gov	Email: mturrigiano@5wordsmedia.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

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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 that 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

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provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

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

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

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

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

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

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, the 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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5.42 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.

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

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

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

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

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

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

FOR THE CITY

By: _____

Its: Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By Daniel Gourley

Its: CEO

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EXHIBIT A
SCOPE OF SERVICES

The Contractor will provide technology opportunities that will enhance quality of productions in creating digital media assets for all City Department communications including an interactive monitor, video wall, green screen and cinematic cameras will enable the creation of innovative digital media content from the Digital Media Production Studio.

GOAL AND OBJECTIVES

Goal: To utilize an interactive monitor, video wall, green screen and cinematic cameras to create an innovative Digital Media Production Studio.
Objectives:
Add an interactive monitor and video wall to an existing set to create a high-tech studio set.
Build a large green space area using in the studio that will be easy to key out and durable to last many years of daily use.
Install 3 new cinema cameras with a switcher that runs from the studio to the control room.
Install the equipment so all software can be run from the control room.
Assure that all network reliant installations are in compliance with City and IT standards, industry best practices, and adhere to privacy laws.

The Contractor will deliver the following outcomes:

- Expand the capabilities of the existing television production studio to be a multi-media Digital Media Production Studio.
- Add flexibility of creativity to productions within a studio environment to create a wider variety of digital media assets.
- Take an innovative approach to the production of digital media assets using a controlled environment, such as a studio.
- Create an innovative production space that is well maintained and serviced.
- Assure the Digital Media Production Studio is in compliance with City and industry security standards.

EXHIBIT B
COMPENSATION AND FEES

Video Screens

General

QTY	DESCRIPTION	PART NO.	PRICE	LINE TOTAL
16	LOT Wire and Cable	LOTCABLE2	$130.00	$2,080.00
12	LOT Electrical Materials	LOTELEC	$130.00	$1,560.00
6	LOT Mounting Hardware	LOTHARD	$65.00	$390.00
10	LOT Plates/Connectors/Panels	LOTPLATES	$130.00	$2,600.00
25	LOT Rack Hardware	LOTRACK	$130.00	$3,250.00
1	Owner Furnished Computer	OFECOMP	$0.00	$0.00
General Subtotal				**$9,880.00**

Video System

QTY	DESCRIPTION	PART NO.	PRICE	LINE TOTAL
2	Decimator Design 12G-CROSS HDMI/SDI 4K Cross Converter with Scaling and Frame Rate Conversion	12G-Cross	$495.00	$990.00
1	USB over CAT5 Extender	GEF-EXT-USB2-0SR	$367.38	$367.38
1	Sharp 86” 3840x2160 200:1 Aquos Board Interactive Display	PN-C861H	$9,284.06	$9,284.60
1	Ross Display Cabinet – Chandler	Ross SQ10840 Cabinet	$2,585.06	$2,585.06
1	Ross Display 1.56mm – Chandler	Ross SQ10840 Display	$102,133.93	$102,133.93
1	Ross Display Front End System – Chandler	Ross SQ10840 Processor	$13,162.50	$13,162.50
1	Ross Display Services - Chandler	Ross SQ10840 Services	$28,028.00	$28,028.00
Video System Subtotal				**$156,551.47**

Green Screen

General

QTY	DESCRIPTION	PART NO.	PRICE	LINE TOTAL
1	ProCyc Super EZ 2.5 System with Pro Matte IV Virtual Green Chroma Flooring	EST-037628-Chandler	$11,520.00	$11,520.00
1	CUSTOM City of Chandler Green Screen Painting	PNW001	$1,950.00	$1,950.00
1	CUSTOM City of Chandler Cyc Wall – Johnson Contracting	Proposal 1158	$18,295.00	$18,295.00
General Subtotal				**$31,765.00**

Cameras

Audio System

QTY	DESCRIPTION	PART NO.	PRICE	LINE TOTAL
1	Hollyland Solidcom M1 WL Intercom System – 4b	HL-Solidcom M1-4B	$3,633.50	$3,633.50
Audio System Subtotal				**$3,633.50**

General

QTY	DESCRIPTION	PART NO.	PRICE	LINE TOTAL
8	LOT Wire and Cable	LOTCABLE2	$130.00	$1,040.00
2	General Purpose Expandable Braided 1 Inch Calbe Screening	TFX-PTN100CB-250	$109.00	$218.00
General Subtotal				**$1,258.00**

Video System

QTY	DESCRIPTION	PART NO.	PRICE	LINE TOTAL
3	Canon EOS C500 MK II Body Only - Chandler	3794C002	$10,999.00	$32,997.00
3	Canon CINE-SERVO 25-250MM T2.95 EF	4573C012	$33,400.00	$100,200.00
3	Canon EU-V3 Expansion Unit - Chandler	5931C001	$2,999.00	$8,997.00
1	Telescript Expert 170 Teleprompter System with 17" Monitor	BH# TEEXPERT170S	$15,007.00	$15,007.00
3	Canon EC-120/200	EC-120/200	$490.00	$1,470.00
3	Cartoni P40 Focus 22 System	P40F22	$14,775.00	$44,325.00
3	Ikan Stratus Lens Control Y-Cable for Canon CN-E Servo Lenses	STR-CN-E-Y	$649.99	$1,949.97
Video System Subtotal				**$204,945.97**

Video Switcher

Audio System

QTY	DESCRIPTION	PART NO.	PRICE	LINE TOTAL
2	AJA 12G-AM 12G-SDI 8-Channel AES Audio Embedder/Disembedder	AJA-12G-AM	$1,411.50	$2,823.00
Audio System Subtotal				**$2,823.00**

General

QTY	DESCRIPTION	PART NO.	PRICE	LINE TOTAL
1	Custom Forecast Desk – City of Chandler	Forecast 16839	$13,717.60	$13,717.60
3	LOT Wire and Cable	LOTCABLE2	$130.00	$390.00
4	LOT Mounting Hardware	LOTHARD	$65.00	$260.00

General Subtotal	**$14,367.60**

Video System

QTY	DESCRIPTION	PART NO.	PRICE	LINE TOTAL
8	Decimator Design 12G-CROSS HDMI/SDI 4K Cross Converter with Scaling and Frame Rate Conversion	12G-CROSS	$495.00	$3,960.00
4	BMD - HyperDeck Studio 12G	BMD-HYPERD/ST/12G	$1,554.80	$6,219.20
1	MM340 Standard Pull Down TV Mount	MM340	$258.70	$258.70
1	Mustang Pro Mobile cart hght and tilt adjust for Large Displays Max VESA 400x400 150 Lbs	MPM-M44V	$445.80	$445.80
2	Samsung 75" UPP QLED 4K	QN75Q80AAFXZA	$1,999.00	$3,998.00
1	Ross Switcher/ Router Services - Chandler	Ross Q-00110494-4	$17,731.39	$17,731.39
1	Ross Ultrix Router - Chandler	Ross Q-00110494-4 Router	$75,427.95	$75,427.95
1	Ross Carbonite Switcher - Chandler	Ross Q-00110494-4 Switcher	$48,499.55	$48,499.55
8	WD 2TB Blue 3D NAND SATA III 2.5” Internal SSD	WDBNCE0020PNC-WRSN	$298.99	$2,391.92
1	Ross XPresession Tessera (Driving LEDs)	XST3-0001	$67,085.00	$67,085.00
Video System Subtotal				**$226,017.51**

Labor Totals		Equipment Totals	
Field Installation	$24,678.00	Equipment	$651,242.05
Shop Build	$2,378.00	Consumables	$16,281.05
Design & Consult	$0.00	Freight	$26,049.68
CAD & Engineering	$4,592.00	SUBTOTAL	$693,572.78
Project Management	$3,444.00		
Test & Commissioning	$1,025.00	ANCILLARY TOTALS	
Project Administration	$1,629.75	Equipment Rental	$1,000.00
System Programming	$4,079.25	Project Documentation	$250.00
System Training	$1,050.00	Licenses & Fees	$0.00
Subcontract Labor	$0.00	SUBTOTAL	$1,250.00
Travel	$0.00		
SUBTOTAL	$42,876.00	STATE/CITY TAX	$53,997.98
		GRAND TOTAL	**$791,696.76**

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Payment Terms

50	Mobilization Deposit & Long Lead Equipment	To be paid at the closing at the work agreement.
30	Normal Lead Equipment	Due 120 Days prior to Site Installation
10	Progress Pay	Invoiced in 2 to 3 payments based on work completed on site.
10	Final Payment	Paid once Certificate of Final Completion is signed.

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EXHIBIT C
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

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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

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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.

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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

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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.

Video Production Studio

Digital Media Upgrade

Capital Improvement Program - 6GG672

Canon C500 Mark II Camera with a Canon CINE_SERVO 25-250mm T2.95-T3.95 Cinema Zoom Lens

Brings a cinematic look and feel to studio shoots.

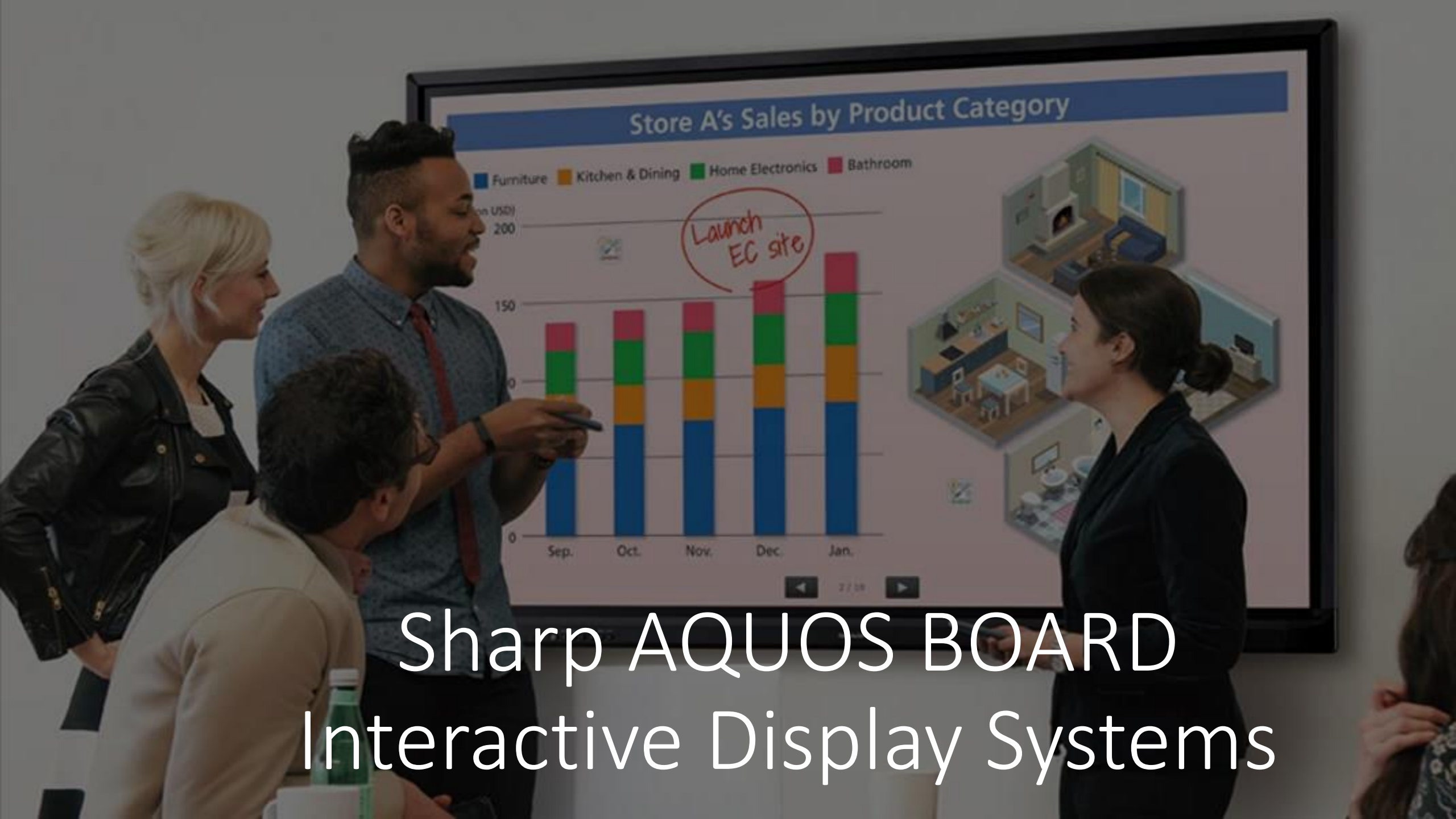
ROSS Production Switcher with Xpression Tessera

The ROSS production switcher allows for future growth. Xpression Teserra is the Swiss army knife of graphics allowing for real-time graphic creation that outputs to video walls and interactive monitors.

ROSS has been around since 1974.

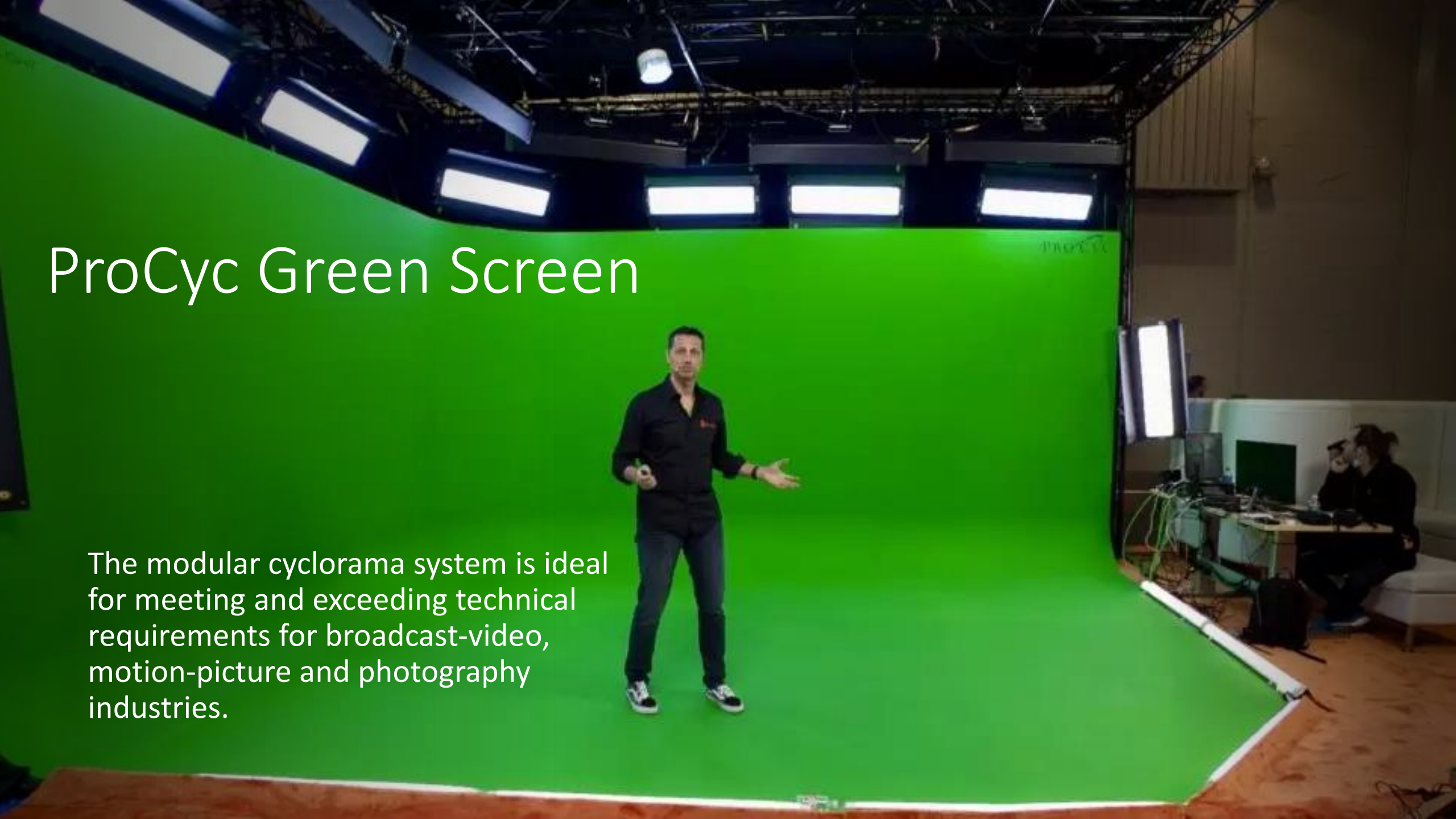
ROSS D3 Integrated 1.56mm LED Video Wall

D3 Video Displays is now part of the ROSS production line. D3 has been around since 2006 and is one of the word’s most recognized brands in LED displays. They are known for outstanding quality and customer service.



Sharp AQUOS BOARD Interactive Display Systems

ProCyc Green Screen



The modular cyclorama system is ideal for meeting and exceeding technical requirements for broadcast-video, motion-picture and photography industries.

Forecast Consoles

Forecast Consoles has been designing and manufacturing technical and control room console furniture for over 40 years.

Telescript Expert
170 Teleprompter System
with 17” monitor

Hollyland Solidcom
Intercom System

Cartoni Pedestal P40

City Council Memorandum Community Services Memo No. N/A

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Jeffrey Larsen, Parks Operations and Maintenance Senior Manager
Subject: Agreement No. PW0-745-4183, Amendment No. 5, with M.R. Tanner Development and Construction, Inc., for Street Maintenance Repaving, Surface Seal, and Repair Services

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Proposed Motion:

Move City Council approve Agreement No. PW0-745-4183, Amendment No. 5, with M.R. Tanner Development and Construction, Inc., for street maintenance repaving, surface seal, and repair services, increasing the spending limit by $1,297,021.

Background/Discussion:

The Park Operations Division has identified the need to replace the asphalt at three aging parking lots in FY 2023-24 (Arrowhead Aquatic Center North parking lot, Snedigar West parking lot, and Paseo Vista parking lot), all of which are past their asphalt life expectancy. These replacement projects will improve safety and functionality at these popular recreation sites, and the conditions necessitate replacement prior to the completion of the recently-initiated citywide parking lot condition assessment. The contractor will provide all necessary transportation, supervision, labor, licenses, tools, equipment, services, and expertise to mill out the existing asphalt and replace it with new asphalt and stripe/paint the lines for the parking stalls.

Evaluation:

On April 23, 2020, City Council approved an agreement with M.R. Tanner Development and Construction, Inc., for street maintenance repaving, surface seal, and repair services, for a one-year period, with the option of up to four (4) additional one-year extensions. The agreement was renewed through April 30, 2024, and the current term is still in effect. However, to accomplish the three parking lot projects, staff is requesting an increase of $1,297,021 to the contract spending limit previously approved by City Council, for a revised total contract limit not to exceed $10,398,668.17. All other terms of the original agreement remain the same.

Financial Implications:

The parking lot pavement project estimated costs include Arrowhead aquatic parking lot at $168,685, Paseo Vista parking lot at $545,070, and Snedigar west parking lot at $465,355. After adding a 10% contingency to these parking lot projects, the total estimated amount is $1,297,021. This amount was planned for in the FY 2023-24 Capital Improvement Program, City Owned Parking Lot Maintenance and Resurfacing Program project 6ST777, and will be overseen by the Parks Operations Division.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.5219.0.6ST777.0	General Government Capital Fund	City Owned Parking Lot Maint.	$1,297,021	Y

Attachments

4183 Amendment Five

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City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
STREET MAINTENANCE REPAVING, SURFACE SEAL AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW0-745-4183

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 M.R. Tanner Development & Construction, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2023 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for street maintenance repaving, surface seal and repair services (Agreement); and

WHEREAS, the term of the Agreement was May 1, 2020, through April 30, 2021, with the option of up to four one-year extensions; and

WHEREAS, the term of the Agreement was extended May 1, 2021, through April 30, 2022; with the option of three one-year extensions; and

WHEREAS, the term of the Agreement was extended May 1, 2022, through April 30, 2023; with the option of two one-year extensions; and

WHEREAS, the term of the Agreement was extended May 1, 2023, through April 30, 2024, and

WHEREAS, the Parties wish to add additional funds to the current term of the Agreement.

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.

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2. Section IV is amended to increase the annual spending limit by $1,297,021, for a revised not to exceed amount of $10,398,668.17, for the term ending April 30, 2024, per pricing set forth in Exhibit B of Amendment No. 1, which is incorporated into and made a part of this Amendment No. 5 by this reference.

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: Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Alan Evans

President
Its: _____

City Council Memorandum Community Services Memo No. N/A

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Jeffrey Larsen, Parks Operations and Maintenance Senior Manager
Subject: Agreement No. CS9-988-4086, Amendment No. 4, with Grounds Control, LLC, for City Parks Landscape Services

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Proposed Motion:

Move City Council approve Agreement No. CS9-988-4086, Amendment No. 4, with Grounds Control, LLC, for City parks landscape services, increasing the spending limit by $357,113.82.

Background/Discussion:

This full-service contract incorporates the landscape maintenance requirements for various City parks, non-parks, and facility locations administered by the Parks Operations Division. Services under this agreement consist of trash pickup, weed control, irrigation repair, mowing, tree and shrub planting/pruning, and trimming as required. The current maintenance responsibilities consist of 54 park and non-park sites, which include aquatic facilities, special use paths (Paseo Trail and Ashley Trail), City rights-of-way adjacent to public parks, certain downtown areas, ball field maintenance at Folley Park, fire stations, and training facilities. The contract requires weekly visits to each site for inspection. Maintenance standards are also set in the contract, which must be met by the contractor. If the contractor does not meet the maintenance standards, the agreement allows for corrective action to occur in a timely manner.

Evaluation:

On September 12, 2019, City Council approved an agreement with Grounds Control, LLC, for City parks landscape services, for a one-year period, with the option of up to four (4) one-year extensions. The contract was renewed through September 30, 2023, and the current term of this agreement is still in effect. However, staff is requesting an increase of $357,113.82 to the spending limit that was previously approved by City Council. All other terms of the original agreement remain the same.

Financial Implications:

The FY 2023-24 budget included planned increases for the Parks Operations Division to support this contract increase of $357,113.82. Included are increases for the main landscape contract, Folley Park landscape contract, Homestead North Park landscape maintenance, and two full-time contract irrigation technicians to provide irrigation maintenance to sites the landscape contractor currently maintains at the parks, facilities, fire stations, pools, and trails. The Fire Stations (non-park sites) landscape trees and shrubs replenishment is estimated to cost $27,320.70 and will be funded from the Parks capital improvement program (CIP) for Aging Park Landscaping Revitalization. Including the changes described above, the total revised contract amount will be $1,758,900.02.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.5219.0.0.0	General Fund	N/A	$329,793.12	N
401.4580.6515.0.6PR654.0	General Government Capital	Aging Park Landscape Revitalization	$27,320.70	Y

Attachments

CS9-988-4086 Parks Landscape Amendment No. 4

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City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY PARKS LANDSCAPE SERVICES
CITY OF CHANDLER AGREEMENT NO. CS9-988-4086

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 Grounds Control, LLC, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2023 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for parks landscape services (Agreement); and

WHEREAS, the term of the Agreement was October 1, 2019, through September 30, 2020, with the option of up to four one-year extensions; and

WHEREAS, the term of the Agreement was extended October 1, 2020, through September 30, 2021; with the option of three one-year extensions; and

WHEREAS, the term of the Agreement was extended October 1, 2021, through September 30, 2022; with the option of two one-year extensions; and

WHEREAS, the term of the Agreement was extended October 1, 2022, through September 30, 2023, and

WHEREAS, the Parties wish to add additional funds to the current term of the Agreement.

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 is amended to increase the annual spending limit by $357,113.82, for a revised not to exceed amount of $1,758,900.02, for the term ending September 30, 2023, per pricing set forth

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in Exhibit B of Amendment No. 3, which is incorporated into and made a part of this Amendment No. 4 by this reference.

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. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

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

FOR THE CITY

By: _____

Its: _____Mayor_____

FOR THE CONTRACTOR

By: Kellie Huston

Its: Chief Operating Officer

APPROVED AS TO FORM:

By: _____

City Attorney

JMB

ATTEST:

By: _____

City Clerk

City Council Memorandum Community Services Memo No. N/A

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Jeffrey Larsen, Parks Operations and Maintenance Senior Manager
Subject: Agreement No. CS1-967-4327, Amendment No. 2, with Nutrien Ag Solutions, Inc.; and Rentokil North America, Inc., dba Target Specialty Products; for Fertilizers, Herbicides, and Pesticides

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Proposed Motion:

Move City Council approve Agreement No. CS1-967-4327, Amendment No.2, with Nutrien Ag Solutions, Inc.; and Rentokil North America, Inc., dba Target Specialty Products; for fertilizers, herbicides, and pesticides, in a combined amount not to exceed $290,000, for a one-year term, August 1, 2023, through July 31, 2024.

Background/Discussion:

The City of Chandler park system currently contains over 1,200 acres of developed parkland. The Park Operations Division needs to purchase fertilizer, herbicide, and pesticide materials for use in City parks. Certified park staff will apply these materials. Herbicides are used in the control of weed germination and establishment within the landscaped areas. Pre-emergent herbicides are applied twice per year, with post-emergent spot spraying applied twice per month. Pesticides are used to control mosquitoes and ants within the parks. Parks will require $240,000 in fertilizer, herbicide, and pesticide materials in the next one-year period. In addition to the Parks Division, the Streets Division will require $50,000 in herbicide and pesticide materials used in right-of-way areas throughout the City.

Evaluation:

On July 15, 2021, City Council approved an agreement with Nutrien Ag Solutions, Inc.; and Rentokil North America, Inc., dba Target Specialty Products; for fertilizers, herbicides, and pesticides, for a one-year period, with the option of up to four (4) additional one-year extensions. The vendors have agreed to extend for one additional year at the same terms, conditions, and with an overall price increase of 1.5%, citing increases in materials. Staff recommends extension of the agreements for the term of August 1, 2023, through July 31, 2024.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.5318.0.0.0	General Fund	N/A	$240,000	N
215.3300.5318.0.0.0	Highway User Revenue	N/A	$50,000	N

Attachments

4327 Amendment No. 2_Nutrien

4327 Amendment No. 2_Target

DocuSign Envelope ID: B3CADE01-C632-40FA-ABC8-43F38313AB20

City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FERTILIZERS, HERBICIDES AND PESTICIDES
CITY OF CHANDLER AGREEMENT NO. CS1-967-4327

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 Nutrien AG Solutions, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2023 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for fertilizers, herbicides and pesticides (Agreement); and

WHEREAS, the term of the Agreement was August 1, 2021, through July 31, 2022, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for fertilizers, herbicides and pesticides in an amount not to exceed $290,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No. 2 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 1, 2023, through July 31, 2024.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 2. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $290,000.

DocuSign Envelope ID: B3CADE01-C632-40FA-ABC8-43F38313AB20

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_____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Jennifer Norton
Operations Manager

Its: _____

EXHIBIT B
REVISED PRICING

Group 1 – Fertilizers				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	32-2-8 with 50% slow release N Brand: Nutrite_ Bag Size: 50 lb.	50	Ton	$ 1250
2	21-0-0 Ammonium Sulfate Fertilizer Brand: __Best_____ Bag Size: __50 lb_____	5	Ton	$ 780
3	15.5-0-0 Calcium Nitrate Brand: Yara Bag Size: __50 lb._____	3	Ton	$ 765.
4	18-5-0 with 0.20 Dimension Brand: Nutrite Bag Size: _50 lb._____	60	Ton	$ 1803.20
5	46-0-0 Urea Fertilizer Brand: _Best/Yara Bag Size: __50 lb. _____	1	Ton	$ 1280
6	Dispersal Bag Size: 50lb.	1	Ton	$ 900
7	21-7-14 Turf Royale with 9.9% Nitrate Nitrogen Brand: _Yara Bag Size: __50 lb. _____	1	Ton	$ 1243
	Alternatives			
	17-3-0 Urea/Biosolids. 50 lb	Ton	$660	
	6-6-0. 1800 lb	Ton	$480	
	5-3-0, 50 lb bag	Ton	$500	

Group 2- Fungicides

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
8	Subdue Brand: ____Syngenta_____ Bag Size: ___1 gal_____	1	Gallon	$ 611

Group 3 - Herbicides

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
9A	Gallery Pre-emergent Brand: ___75DF Stwdshp_____ Bag Size: __1 lb._____	400	Pound	$ 136.55
9B	Gallery SC-Stwdshp	1	Quart	$181.30
10	Kleenup Pro Herbicide Brand: ___LPI_____ Bag Size: ___2.5 gal_____	55	Gallon	$ 32
11	Mec Amine D Herbicide Brand: ___LPI_____ Bag Size: ____2.5 gal_____	2.5	Gallon	$ 28
12	Diquat Herbicide Brand: ____Syngenta/Tribune_____ Bag Size: ___2.5 gal_____	20	Gallon	$ 70
13	Reward Herbicide Brand: ____Syngenta_____ Bag Size: ____2.5 gal_____	2.5	Gallon	$ 96
14	Surflan in 2.5 gallon containers	30	Gallon	N/A

Group 3 - Herbicides Continued				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
15	Fusillade II in 1-quart containers Brand: ____Syngenta_____ Bag Size: ___1 Qt._____	8	Gallon	$ 375
16	Pendulum Aqua Cap; 2.5 gallon Brand: ___BASF_____ Bag Size: ___2.5 gal_____	1000	Gallon	$ 46
17	Round Up Pro Concentrate 2.5 gallon Brand: __Monsanto/Bayer_____ Bag Size: __2.5 gal_____	2.5	Gallon	$ 36
18	Round Up Quick Pro, in 6.8 lb. jug Brand: __Monsanto/Bayer_____ Bag Size: _6.8 lb._____	100	Jugs	$ 127.84
19	Rodeo, in 2.5 gallon containers	5	Gallon	NA
20	Celsius 10 oz. bottle Brand: ___Bayer_____ Bag Size: ___10 oz. _____	8	Bottles	$ 125.80
21	Vanquish 2.5 gallon Brand: ___NuFarm/Clash_____ Bag Size: ____2.5 gal_____	5	Gallon	$ 84
22	Pendulum 3.3 EC; 2.5 gallon	1000	Gallon	NA
23	Evade FL, 2.5 gallon Brand: _____LPI_____ Bag Size: ____1 gal._____	1000	Gallons	$ 120

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
24	Du-O-Cide Insecticide	100	Pound	NA
25	Abate 4-E mosquito control	2	Gallons	NA
26	Abate 5% granules	5	Pound	NA
27	Vectobac, in 40 lb. box	10	Boxes	$ 130
28	VectoLex, in 40 lb. box	5	Boxes	NA
29	Altosid XR tabs	3	Cases	$ 189

Group 5 – Miscellaneous Products				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
30	Alco Olive Stop, 1 gallon jugs	1	Gallons	$ 284
31	Turf Trax Marking Dye Brand: ___LPI_____ Bag Size: ___2.5 gal_____	100	Gallon	$ 34
32	Foam Fighter, 1 quart Brand: __LPI_____ Bag Size: ____1 Qt. _____	16	Quarts	$ 20.50
33	Target Pro Spreader Brand: __LPI/ACT.90_____ Bag Size: ___2.5 gal_____	15	Gallon	$28
34	Agradex, 2.5 gallons	10	Gallon	NA
35	Game-Up Brand: ____LPI_____ Bag Size: ___1 gal_____	10	Gallon	$ 155
36	Embark, 1 gallon container	1	Gallon	NA
37	Amdro; granular Bag Size: ____1 lb._____	24	Pound	$ 10.15

Group 6- Soil Amendments				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
38	Soil Amendments – Mulch suitable for over seeding topdressing.	200	Cubic Yard	NA

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City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
FERTILIZERS, HERBICIDES AND PESTICIDES
CITY OF CHANDLER AGREEMENT NO. CS1-967-4327

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 Rentokil North America, Inc., dba Target Specialty Products, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2023 (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for fertilizers, herbicides and pesticides (Agreement); and

WHEREAS, the term of the Agreement was August 1, 2021, through July 31, 2022, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for fertilizers, herbicides and pesticides in an amount not to exceed $290,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment No. 2 to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period August 1, 2023, through July 31, 2024.

3. Section IV, Payment of Compensation and Fees is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 2. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $290,000.

DocuSign Envelope ID: BD5AA28F-5D65-43B2-9A31-19DB409D73DB

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_____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Salena Hoiby

Its: Sales Rep.

EXHIBIT B
REVISED PRICING

Group1 – Fertilizers				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
1	32-2-8 with 50% slow release N Brand: 31-3-5 Target 50% XRT 3% FE_ Bag Size: __50 lb._____	50	Ton	$38.54
2	21-0-0 Ammonium Sulfate Fertilizer Brand: __Yara_____ Bag Size: ___50 lb._____	5	EA	$22.02
3	15.5-0-0 Calcium Nitrate Brand: ___Yara_____ Bag Size: ___50 lb. _____	3	EA	$19.82
4	18-5-0 with 0.20 Dimension Brand: 18-5-0 Evergreen Minis w/Dimension .2% Bag Size: ___50 lb._____	60	EA	$52.56
5	46-0-0 Urea Fertilizer Brand: __Yara_____ Bag Size: ___50 lb._____	1	EA	$25.00
6	Dispersal Brand: ___Yellowstone 90%_____ Bag Size: ____50 lb._____	1	EA	$13.58
7	21-7-14 Turf Royale with 9.9% Nitrate Nitrogen Brand: _Yara_____ Bag Size: ___50 lb. _____	1	EA	$29.95

Group 2 - Fungicides				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
8	Subdue Brand: ___Syngenta_____ Bag Size: ___1 gallon bottle_____	1	Gallon	$582.00

Group 3 - Herbicides

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
9	Gallery Pre-emergent Brand: ___Corteva_____ Bag Size: __1 lb. bottle_____	1	BTL	$136.55
10	Kleenup Pro Herbicide Brand: ___sub Eraser Herbicide (CSI) Bag Size: ___2.5 gallon jug_____	55	Gallon	$108.11
11	Mec Amine D Herbicide Brand: __sub Nufarm/Weeder 64__ Bag Size: __2.5 gallon jug_____	2.5	EA	$72.54
12	Diquat Herbicide Brand: sub Syngenta/Tribune Herbicide_ Bag Size: ____2.5 gallon jug_____	20	EA	$195.00
13	Reward Herbicide Brand: __Syngenta_____ Bag Size: __2.5 gallon jug_____	2.5	Gallon	$240.00
14	Surflan in 2.5 gallon containers	30	Gallon	NA
15	Fusilade II Brand: _Syngenta_____ Bag Size: ___32 oz.	8	EA	$ 96.45

Group 3 -Herbicides continued				
16	Pendulum Aqua Cap; 2.5 gallon Brand: ___BASF_____ Bag Size: __2.5 gallon jug____	1000	EA	$145.67
17	Round Up Pro Concentrate 2.5 gallon Brand: ___Bayer_____ Bag Size: __2.5 gallon jug_____	2.5	Jug	112.32
18	Round Up Quick Pro, in 6.8 lb. jug Brand: ____Bayer_____ Bag Size: ___6.8 lb. jug_____	100	Jugs	$ 137.92
19	Rodeo, in 2.5 gallon containers Brand: __Corteva__(while supplies last)___ Bag Size: __2.5 gallon jug_____	5	Gallon	105.00
20	Celsius 10 oz. bottle Brand: __Bayer Agency_____ Bag Size: _10 oz bottle_____	8	Bottles	$125.80
21	Vanquish 2.5 gallon Brand: ___sub Clash/Nufarm___ Bag Size: __2.5 gallon jug_____	5	Gallon	$134.45
22	Pendulum 3.3 EC; 2.5 gallon Brand: __sub Pendulum Aqua Cap Bag Size: ____2.5 gallon jug____	1000	Gallon	NA
23	Evade FL, 2.5 gallon Brand: _sub Quali Pro Prodiamine 4L Bag Size: __2.5 gallon jug_____	1000	EA	$282.48

Group 4 - Insecticides				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
24	Du-O-Cide Insecticide	100	Pound	NA
25	Abate 4-E mosquito control	2	Gallons	NA
26	Abate 5% granules	5	Pound	NA
27	Vectobac, in 40 lb. box Sub: Aquabac 200g	10	Boxes	$80.56
28	VectoLex, in 40 lb. box	5	Boxes	NA
29	Altosid XR tabs	3	Cases	$818.40

Group 5 – Miscellaneous Products				
ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE
30	Alco Olive Stop, 1 gallon jugs Brand: ___Sub Maintain____ Bag Size: __1 gallon bottle____	1	Gallons	$ 356.11
31	Turf Trax Marking Dye Brand: __sub TS Pro Pacific Blue Size: __2.5 gal____	100	EA	$65.00
32	Foam Fighter, Brand: _Miller_____ Size: ___32 oz bottle_____	16	Each	$12.86
33	Target Pro Spreader Brand: __Brandt_____ Bag Size: __Gallon jug_____	15	Gallon	$23.59
34	Agradex, 2.5 gallons Brand: _ Bag Size: _Gallon Jug_____	10	Gallon	$99.50
35	Game-Up Brand: ___sub Quali-Pro T-Nex Bag Size: __Gallon Jug_____	10	Gallon	$150.22
36	Embark, 1 gallon container Brand: Sub Quali Pro Ethephone 2 SL Bag Size: __2.5 gallon jug____	1	EA	$96.87
37	Amdro; granular Brand: _Amdro fire ant bait granules__ Bag Size: __1 LB_____	24	Pound	$ 16.23

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Group 6 – Soil Amendments				
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE
38	Soil Amendments – Mulch suitable for over seeding topdressing.	200	Cubic Yard	NA

In the event of a price increase, the distributor will supply a price justification letter from the manufacturer and the product will be available at 20% below list cost.

All other products in Target's catalog are available at 20% below list cost.

City Council Memorandum Community Services Memo No. N/A

Date:	July 20, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO John Sefton, Community Services Director
From:	Raquel McMahon, Procurement Officer
Subject:	Purchase of Citywide Pool Construction Services

Proposed Motion:

Move City Council approve the purchase of citywide pool construction services, from Shasta Industries, Inc., utilizing the City of Scottsdale Contract No. 2018-136-COS, in an amount not to exceed $1,595,700, and authorize the City Manager or designee to sign a linking agreement with Shasta Industries, Inc.

Background/Discussion:

The Mesquite Groves Aquatic Center, located at 5901 S. Hillcrest Drive, was originally constructed in 2008. After fluctuating water levels were noticed, in 2021 a leak detection contractor was hired and determined that the lap pool was leaking from the gutter system and underwater lights. Further investigation uncovered that the design and construction methods used to build the pool created a weak point between the pool shell, gutter system, and deck where water could penetrate. This contract will extend the pool's shell and replace the existing gutter system, underwater lighting conduit, and pool decking. In order to complete this necessary work, the Mesquite Groves Aquatic Center will be closed November 1, 2023, through May 1, 2024.

Evaluation:

The City of Scottsdale, a member of the Strategic Alliance for Volume Expenditures (S.A.V.E.), competitively solicited and awarded a contract for citywide pool construction services. The City is a member of S.A.V.E. and is eligible to utilize S.A.V.E. contracts cooperatively. The term of the City of Scottsdale contract is valid through August 22, 2023.

Financial Implications:

This project would save an estimated 4 million gallons of water and $25,000 annually.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4580.6210.0.6PR630.0	Park Bonds	Existing Comm/Rec Center Imp	$1,595,700	Y

City Council Memorandum Cultural Development Memo No.

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
From: Kim Moyers, Cultural Development Director
Subject: Ordinance No. 5061 adopting the provisions of a Development Agreement and Purchase Agreement between JEMBJACD, LLC, and the City of Chandler for the sale and development of .36 acres of City-owned property located at the southwest corner of Chicago Street and Oregon Street

---

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5061 adopting the provisions of a Development Agreement and Purchase Agreement between JEMBJACD, LLC, and the City of Chandler for the sale and development of .36 acres of City-owned property located at the southwest corner of Chicago Street and Oregon Street.

Background:

On August 12, 2021, City Council directed staff to prepare a Request for Proposal (RFP) for approximately .36 acres of City-owned property located at the southwest corner of Chicago Street and Oregon Street, also known as 200 & 210 South Oregon Street. After failed negotiations with the originally chosen developer of the RFP, City Council directed staff to begin negotiations for a Development Agreement with the second ranked developer, JEMBJACD, LLC.

The terms of the Development Agreement and Purchase Agreement include the selling of property at an appraised value of $200,000, with the right to re-purchase the property from developer at the originally purchased price should the developer not complete the minimum improvements outlined in the Development Agreement. The developer intends to construct a "food hall" featuring a minimum of six and a maximum of twelve restaurants and/or retail outlets with a level of quality commensurate with other businesses operating in Downtown Chandler. Minimum

improvements include a single two-story building consisting of a minimum of 15,000 square feet of mixed-use building space with a central bar area surrounded by multiple retail and restaurant tenants. Other improvements include outdoor upper-deck patio seating, trash and back-of-house services at the rear of the property, and a drive aisle for pickup, drop-off, and other temporary activities.

Construction deadlines are outlined in the Development Agreement and include developer's submittal for land use entitlements within six months of the effective date of the Agreement, final approval of the Planned Area Development and/or Preliminary Development Plan within twelve months of the Agreement, and commencement of construction within either six months from the approval of civil plans or twenty-four months from the effective date of the agreement, whichever is sooner.

Financial Implications:

JEMBJACD, LLC, will purchase .355 acres of property at 200 South Oregon Street and 210 South Oregon Street for the appraised value of $200,000, the proceeds of which will be deposited in the General Fund, Sale of Property Account (101.0000.4620).

Attachments

Ordinance 5061

Development Agreement

Purchase Agreement

Location Map

ORDINANCE NO. 5061

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING THE PROVISIONS OF A DEVELOPMENT AGREEMENT AND PURCHASE AGREEMENT BETWEEN JEMBJACD, LLC, AND THE CITY OF CHANDLER FOR THE SALE AND DEVELOPMENT OF .36 ACRES OF CITY-OWNED PROPERTY LOCATED AT THE SOUTHWEST CORNER OF CHICAGO STREET AND OREGON STREET.

WHEREAS, the City owns certain real property in its downtown area, specifically 0.36 acres located along the southwest corner of Chicago Street and Oregon Street that is generally identified as 200 South Oregon Street and 210 South Oregon Street (the "Property"); and

WHEREAS, the Property is located in the City's "Chandler Redevelopment Area" established pursuant to Resolution No. 1180 and in the City's Central Business District established pursuant to Resolution No. 4646; and

WHEREAS, the Property was acquired by the City as part of its plan to redevelop and revitalize the downtown area of the City as described in the Chandler Redevelopment Area Plan; and

WHEREAS, JEMBJACD, LLC has proposed to develop the Property in a way that the Parties believe will contribute to the implementation and achievement of the City's goals of redevelopment and revitalization of the City's downtown area; and

WHEREAS, the City has determined that JEMBJACD, LLC, is qualified and capable of developing the Property in a manner that will facilitate the redevelopment of Chandler and provide public benefits for the City and its residents; and

WHEREAS, the City and JEMBJACD, LLC, wish to enter into a development agreement, in accordance with A.R.S. §9-500.05, to address certain matters related to the development of the Property; and

WHEREAS, the purchase agreement is intended to set forth certain obligations of the Parties with respect to the contemplated sale of Property, as permitted by Arizona law.

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

Section 1. Authorizing and approving the development agreement with JEMBJACD, LLC, and authorizing the Mayor to execute the development agreement and related documents in substantial conformance with the document attached in Exhibit A.

Section 2. Authorizing the City Manager to execute and provide necessary documentation needed to implement the purchase agreement in substantial conformance with the document attached in Exhibit B. All final forms shall be approved by the Chandler City Attorney. Any related documents necessary to close the transaction may be

executed by the City Manager or a designee, subject to approval as to form by the Chandler City Attorney.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of July, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ___ day of July, 2023.

ATTEST:

_____ _____

CITY CLERK

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5061 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2023 and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY TA

Published in the Arizona Republic on:

Exhibit “A” to Ordinance No. 5061
Development Agreement between City of Chandler and JEMBJACD, LLC

When recorded, return to:

Chandler City Attorney's Office
City of Chandler
Post Office Box 4008, Mail Stop 602
Attn: City Attorney

DEVELOPMENT AGREEMENT

200 SOUTH OREGON STREET
& 210 SOUTH OREGON STREET

CITY OF CHANDLER,
an Arizona municipal corporation

and

JEMBJACD, LLC,
an Arizona limited liability company

Approved by City Council on _____

DEVELOPMENT AGREEMENT

This development agreement (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation ("City") and JEMBJACD, LLC, an Arizona limited liability company ("Developer"). This Agreement is effective August 21, 2023 (the "Effective Date"). City and Developer will be referred to in this Agreement collectively as "Parties" and individually as a "Party."

RECITALS

The Parties recite and state the following, each of which is a material term and provision of this Agreement:

A. City owns real property totaling approximately 0.355 acres at the southwest corner of Chicago Street and Oregon Street within the City of Chandler, Maricopa County, Arizona (the "Property") as legally described in the attached Exhibit A; together with all rights, privileges, easements and appurtenances thereto benefitting the Property (whether recorded or not recorded).

B. The Property is currently zoned multi-family (MF-3). Planned Area Development (PAD) re-zoning may be required to achieve maximum and desirable development on the Property.

C. The Property was acquired by City as part of its plan to redevelop and revitalize the downtown area of the City as described in the Chandler Redevelopment Area Plan.

D. City issued a public request for proposals on September 28, 2021, seeking proposals from developers who would wish to purchase the Property and develop it in a way that would encourage continued economic growth and vitality in downtown Chandler. Developer submitted a proposal to City that was ultimately chosen by City to receive the right to enter contract negotiations for the development.

E. Developer has proposed to build a two-story mixed-use development that complements the area surrounding the Property ("Project") that the Parties believe will contribute to the implementation and achievement of the City's goals of redevelopment and revitalization of the City's downtown area. Throughout this Agreement, the proposal accepted by the City will be referred to as the "Proposed Development Plan."

F. The City, therefore, desires to convey the Property by sale to Developer, on the terms and conditions set forth in this Agreement and the Purchase Agreement.

G. The City and Developer hereby acknowledge and agree that development of the Project will result in significant direct and indirect benefits accruing to the City and the general public, including, without limitation, increased value of the Property, increased tax revenues, expansion of the employment base within the City and incentivizing the redevelopment of the City's downtown.

H. This Agreement is intended to set forth certain obligations of the Parties with respect to the contemplated redevelopment of the Property, as permitted by Arizona law. The Parties intend for this Agreement to be a "Development Agreement" within the meaning of A.R.S.

§ 9-500.05 and an agreement to promote economic development activities within the meaning of A.R.S. § 9-500.11 and redevelopment of the Chandler Redevelopment Area consistent with A.R.S. § 36-1471 *et seq*.

I. The City has determined that the proposed development of the Property in accordance with this Agreement is consistent with the City's General Plan and the Chandler Redevelopment Area Plan.

J. This Agreement is part of a transaction between the City and Developer in which the Developer intends to develop the Project in accordance with the terms of this Agreement. Accordingly, the Parties intend that this Agreement and the Purchase Agreement (collectively, the "Project Documents") be construed harmoniously in order to give full effect to the intentions of the Parties with respect to purchase and development of the Property as reflected by the Project Documents. In the event of any conflict or ambiguity arising from the Project Documents, the Project Documents shall control in the following order of precedence: first, this Agreement; second, the Purchase Agreement.

AGREEMENT

In consideration of the foregoing recitals and representations and the mutual covenants and conditions in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

1.1 **"Agreement"** means this Agreement, as amended or supplemented in writing from time to time, and includes all exhibits and schedules attached hereto. References to Sections or Exhibits are to this Agreement unless otherwise qualified.

1.2 **"Applicable Laws"** means the federal, state, county and local laws (statutory and common law), charter provisions, codes, ordinances, rules, regulations, permit requirements, fee schedules and assessments, and other requirements and official policies of Chandler which apply to the development of all or any part of the Property.

1.3 **"Business Day"** means any day of the week when the City Planning and Development Department is open to the public for the conduct of the department's business.

1.4 **"Certificate of Completion"** means a certificate issued by the City certifying that a building shell or other improvement is substantially completed in accordance with approved plans in accordance with Applicable Laws.

1.5 **"City"** means the City of Chandler, an Arizona municipal corporation (and any successor public body or officer hereafter designated by or pursuant to law).

1.6 **"City Code" or Code"** means the Chandler City Code and regulations of the City.

1.7 **"City Delay"** means as defined in Section E.

1.8 **"Commence Construction"** or **"Commencement of Construction"** or **"Construction Commencement"** and variations means the occurrence of both of the following: (i) the issuance of a construction permit, and (ii) the commencement of vertical construction of the Minimum Improvements beyond grading of foundation for which a construction permit is issued.

1.9 **"Completion of Construction"** or **"Construction Completion Date"** shall mean the issuance of a Certificate of Completion for the Minimum Improvements.

1.10 **"Default"** means as defined in Section 5.1.

1.11 **"Developer"** means JEMBJACD, LLC, an Arizona limited liability company (and any successor or assignee).

1.12 **"Force Majeure Events"** means any one or more of the following which prohibits or materially interferes with, delays, or alters the performance of the applicable duty under this Agreement: strikes or lockouts; shortages of material (excluding those caused by lack of funds) or labor; acts of the public enemy; confiscation or seizure by any government or public authority; injunction, restraining order or other court order or decree; blockades; insurrections; riots; civil disturbances; epidemics; acts of nature; fires; explosions; nuclear reaction or radiation; radioactive contamination; as to Developer, the failure or delay by the City in issuing any approvals, permits or certificates required, authorized or contemplated by this Agreement, including a City Delay; any other similar cause (excluding those caused by lack of funds); and any other event not within the reasonable control of the applicable Party.

1.13 **"Improvements"** means all privately owned buildings and other structures to be located within the Project including the Minimum Improvements.

1.14 **"Purchase Price"** means as defined in Section 2.

1.15 **"Minimum Improvements"** means as described in Section 3.1 and as depicted on Exhibit B.

1.16 **"Proposed Development Plan"** means the development plan (described in Section A) and depicted on Exhibit B as proposed by Developer for the Project that illustrates and demonstrates the general components of the Minimum Improvements.

1.17 **"Person"** means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

1.18 **"Project"** means the Minimum Improvements plus any additional private land uses constructed on the Property by Developer.

1.19 **"Project Documents"** means as defined in Recital 1.1J. The Project Documents include all exhibits to such documents.

1.20 **"Public Infrastructure Improvements"** means as described in Section 4.

1.21 **"Purchase Agreement"** means the purchase agreement in the form substantially similar to the form attached as Exhibit C.

1.22 **"The Property"** means the real property specifically identified on Exhibit A.

SECTION 2. ACQUISITION AND DISPOSITION OF THE PROPERTY.

2.1 Purchase. Developer may purchase the Property from City by executing a Purchase Agreement in substantial compliance with the form attached as Exhibit C to this Agreement.

2.2 Purchase Price. The purchase price for the Property is two hundred thousand dollars ($200,000.00) (the "Purchase Price").

2.3 Purchase and Resale to City. If Developer purchases the Property from City but fails to complete the Minimum Improvements listed in Section 3.1 within the time allowed in this Agreement (subject to Force Majeure Events), and after all applicable cure periods have expired, City shall have the right, at its option, to re-purchase the Property from Developer for the Purchase Price, as stated in Section 2.2. City will adjust the purchase price based upon its reasonable costs to remediate any damage to the Property and to restore the Property to its undeveloped condition. Developer will not be entitled to compensation for any improvements placed on the Property if City elects to re-purchase the Property due to Developer's failure to complete the Minimum Improvements within the timeframes specified in this Agreement.

2.4 Assignment. During the term of this Agreement, the Developer may not sell, assign, or transfer its interest in this Agreement or the Property to another entity or person without the express written consent of City. Notwithstanding the foregoing, Developer may assign or transfer its rights and duties under this Agreement and the Purchase Agreement to an affiliate entity that is 100% controlled by Developer.

2.5 Developer Ownership and Management. Upon request by City, Developer must furnish information to City that describes all persons or entities having ownership or management of Developer, including a description of the ownership percentages and/or decision-making authority of each person or entity, including without limitation a copy of all operating agreements, partnership agreements, and articles of incorporation, and any other information reasonably requested by City for this purpose, including any amendments to such documents. During the Term of this Agreement, Developer may not make changes to the ownership percentages or management authority of the individuals or entities having control of Developer without the written consent of City.

SECTION 3. DEVELOPMENT OF PROPERTY.

3.1 Developer Obligations.

A. Minimum Improvements. The development proposed by Developer is depicted in Exhibit B and is composed of a single two-story building, consisting of a minimum of 15,000 square feet of mixed-use building space proposed for restaurant and retail uses ("Minimum Improvements"). The Minimum Improvements will feature a central bar area that is surrounded by multiple retail and restaurant tenants as depicted in the renderings

included in Exhibit B. Developer must construct the Minimum Improvements in substantial conformance to the Proposed Development Plan submitted to City in response to City's request for proposal.

1. The Minimum Improvements must include a two-story building with outdoor upper-deck patio seating, trash and back-of-house services at the rear of the property, and a drive aisle for pick-up, drop-off, and other temporary activities, all in substantial conformance with the depiction contained in Exhibit B or as otherwise approved by the City.

B. The construction of the Minimum Improvements as described in this Section 3.1 and as depicted on Exhibit B shall occur in a single phase and in accordance with the deadlines set forth herein. Developer's compliance with the timing of its provision of the Minimum Improvements and its compliance with the Proposed Development Plans were material considerations for the City's determination to enter into this Agreement as a method for revitalization and redevelopment of the Chandler Redevelopment Area. Developer's timely compliance is a material part of the consideration being provided by Developer for the right to purchase and develop the Property.

C. City Development Standards. Developer shall construct the Minimum Improvements according to City's construction and development standards.

D. Developer's Construction Deadlines. Developer shall abide by the following construction deadlines. If Developer has not performed the action by the dates set forth below, subject to Force Majeure Events, City may proceed to declare a Default as set forth in Section 5. The timely construction of the Minimum Improvements is a material part of the consideration provided by Developer under this Agreement.

CONSTRUCTION DEADLINES	
ACTION	**DEADLINE**
Developer's submittal of administratively complete application(s) for any land use entitlements required for Minimum Improvements	Six (6) months from the Effective Date of this Agreement
Developer obtains final development approval including Planned Area Development (PAD) and Preliminary Development Plan (PDP)	Twelve (12) months from the Effective Date of this Agreement

Developer's submittal of 90% completed civil plans for the grading permit	Twelve (12) months from the Effective Date of this Agreement
Developer obtains approval of site and building plans ("Civil Plans")	Six (6) months from submittal of complete Civil Plans
Developer's Commencement of Construction ("Construction Commencement")	Six (6) months from approval of Civil Plans or twenty-four (24) months from the Effective Date of this Agreement, whichever is sooner.
Developer's Completion of Construction ("Construction Completion Date")	Twelve (12) months from Construction Commencement

3.2

E. Restaurant Diversity. Developer intends to lease space to restaurants with unique offerings (commonly referred to as a "food hall") and with a level of quality commensurate with the other restaurants operating in the Downtown Chandler area Developer intends to lease space to a minimum of six (6) to maximum of twelve (12) restaurants. Retail space may be included if it complements the food hall concept. During the Term, Developer will not lease space to restaurants that would traditionally be found in a mall food court (the "Limited Restaurants"); provided, however, Developer may lease space within the development to Limited Restaurants so long as the Limited Restaurants make up no more than 34% of the tenants leasing space within the development.

3.2 City's Obligations.

A. Coordination Meetings. From the Effective Date through the completion of the Minimum Improvements, the respective designated representatives of the City and Developer shall meet once monthly or upon request of either party to coordinate the development of the Project and to otherwise facilitate the orderly development of the Project. This Section E(A) may be waived upon mutual agreement of the Parties.

B. Rights of Lenders. City is aware that Developer may obtain financing or refinancing for acquisition, development and/or construction of the Property and/or Project, in whole or in part, from time to time, by one or more third parties. The City shall, from time to time upon reasonable written request by Developer, provide to any Lender an estoppel certificate or other document evidencing that this Agreement is in full force and effect and that no Event of Default by Developer exists hereunder (or, if appropriate, specifying the nature and duration of any existing Event of Default). Upon reasonable written request by a Lender, City will enter into a separate non-disturbance and recognition agreement with the Lender in such commercially reasonable form as may

be consistent with the provisions of this Section and otherwise reasonably acceptable to the City.

C. Expedited Processing and Phasing of City Approvals.

1. Zoning Entitlements. Upon submittal of administratively complete rezoning application, as defined in Chandler regulations, and Developer's timely responses to the City's reviews of the submittal(s) for amendment of the Planned Area Development (P.A.D.) zoning and Central City District (CCD) zoning on the Property, the City agrees to expedite the processing of Developer's applications for rezoning of the Property in accordance with Applicable Laws in order to assist Developer in achieving its development schedule.

2. Expedited Reviews for Regulatory Permits. Upon submittal of civil plans that are 90% complete and Developer's timely responses to the City's reviews of the submittal(s) for various regulatory permits, City agrees to expedite the processing of Developer's applications for regulatory permits in accordance with Applicable Laws in order to assist Developer in achieving its development schedule. Expediting of reviews and processing for regulatory permits for purposes of this Agreement shall mean ten (10) business days for each review submittal and any City comments shall be coordinated between the various departments (i.e. planning/zoning, traffic, civil etc.).

D. Timing for City Approvals. In recognition of Developer's accelerated timeline for construction in order to have the Project available to comply with leasing commitments to its tenants, City commits to the following schedule for granting or issuing its approvals or permits (as applicable):

1. City will approve Developer's PAD zoning application, preliminary development plan ("PDP"), and any other land use matter or entitlement required in connection with Developer's applications, as outlined in the Construction Deadlines in Section 3.1(D).

2. City will approve Developer's site civil drawings and issue all permits for site work within thirty (30) days of Developer's final and complete submission to City.

3. City will approve Developer's building civil drawings and issue all permits for construction within sixty (60) days of Developer's final and complete submission to the City.

4. The failure of City to reasonably comply with any of the matters listed in this Section E is a default by City under this Agreement and shall be a "City Delay." In the event of a City Delay, the City Delay will be treated as a Force Majeure Event with each day of the City Delay extending the dates of any required performance by Developer by the same number of days.

E. Phasing of City Approvals. Although the construction of the Minimum Improvements will be done in one phase, City agrees that Developer may submit its civil

plans and drawings in phases to include separate submittals for: i) grading and drainage; and ii) foundation plans; and iii) building plans.

F. Payment of Review Fees. City further agrees that Developer shall be granted the above-referenced expedited reviews without additional cost for the expediting of the reviews. Notwithstanding the foregoing sentence, Developer shall pay the usual fees associated with reviews that are not expedited.

SECTION 4. PUBLIC INFRASTRUCTURE IMPROVEMENTS.

4.1 Developer shall construct offsite public infrastructure improvements within the public right-of-way sufficient to serve the Minimum Improvements pursuant to City standards applied to all development projects within the City of Chandler. Notwithstanding such, should the amount of the total required offsite public infrastructure improvements exceed the total cost of Three Hundred Thousand ($300,000), Developer shall have the right to either make such offsite public infrastructure improvements and proceed with the development in accordance with this Agreement, or, at the sole discretion of the Developer, terminate this Agreement and the City will repurchase the Property in accordance with Section 2.3.

SECTION 5. DEFAULTS.

5.1 Events of Default. It shall be a default hereunder ("Default") if either Party fails to perform any of its obligations hereunder or under the Purchase Agreement, and such failure continues for a period of fifteen (15) days after Notice from the non-defaulting Party specifying in reasonable detail the nature of the failure in the case of a monetary default, or sixty (60) days after Notice from the non-defaulting Party specifying in reasonable detail the nature of the failure in the case of a non-monetary default; provided, however, that no non-monetary Default shall be deemed to exist if a cure within sixty (60) days is not practicable and the defaulting Party commences a cure within that sixty-day period and diligently and expeditiously pursues such cure to completion within one hundred twenty (120) days after Notice from the non-defaulting Party.

5.2 Remedy of City. In the event of a Default by Developer and Developer's failure to timely cure the default as provided in this Section 5, the City's remedy shall be as follows:

A. City shall provide notice of the Default to Developer and Developer's Lender (if any) to provide the Lender such time to cure Developer's Default as is reasonably necessary, but in no event more than one hundred and twenty (120) days from such Notice to Lender; and

B. If Developer or Developer's Lender fails to cure Developer's default within the time permitted above, City shall have all remedies available to it at law or in equity. City may institute a legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, to terminate this Agreement and/or the Purchase Agreement, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, and actions for damages, provided, however, that claims for damages shall be limited to actual damages. City hereby waives any right to seek indirect, consequential, punitive, multiple, exemplary, or any other damages other than actual damages for a breach of this Agreement by Developer.

C. Remedy of City if Minimum Improvements are not Completed. If Developer does not complete the Minimum Improvements within the time specified in this Agreement, including all applicable cure periods after a Notice of Default by City, then City may terminate this Agreement and may take possession of the Property. If City elects to take possession of the Property, City shall re-purchase the Property from Developer for the Purchase Price, adjusted by City's reasonable costs to remediate any damage to the Property and to restore the Property to its undeveloped condition. Developer will not be entitled to compensation for any improvements placed on the Property if City elects to re-purchase the Property due to Developer's failure to complete the Minimum Improvements within the timeframes specified in this Agreement.

5.3 Remedy of Developer. In the event of a Default by City and failure by City to timely cure the Default as provided in Section 5.1, Developer shall have all remedies available to it at law or in equity. Developer, or any successor-in-interest or assignee, may institute a legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, to terminate this Agreement and Purchase Agreement, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages, provided, however, that claims for damages shall be limited to actual damages. Developer hereby waives any right to seek indirect, consequential, punitive, multiple, exemplary or any other damages other than actual damages for a breach of this Agreement by City. Notwithstanding the foregoing, solely in the event of a City Delay, Developer in its sole election may elect to (i) treat the City Delay as a Force Majeure Event with each day of the City Delay extending the dates of any required performance by Developer by the same number of days; or (ii) give the City Notice and an opportunity to cure its Default in accordance with Section 5.1; or (iii) without any requirement or obligation of notice and opportunity to cure, immediately terminate this Agreement and the Purchase Agreement by written Notice to the City, in which event Developer shall retain all other rights and remedies set forth in this Section 5.3.

5.4 Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be considered as a waiver of rights with respect to any other default by the non-defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

5.5 Rights and Remedies Cumulative. Subject to the limitations of Section 5.2 and Section 5.3, the rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other default by the other Party.

5.6 Good Faith Efforts to Achieve Deadlines. Each Party agrees that it shall act in good faith with respect to its efforts timely to make all submissions and comply with all deadlines in order to allow the timely and successful performance of the other Party.

SECTION 6. REPRESENTATIONS.

6.1 City Representations. The City represents and warrants to Developer that:

A. The City is duly formed and validly existing under Arizona law and that the individual(s) executing this Agreement on behalf of the City is authorized and empowered to bind the City.

B. The City has the full right, power, and authorization to enter into and perform this Agreement and each of the City's obligations and undertakings under this Agreement, and the City's execution, delivery, and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of its Charter and Arizona law.

C. All consents and approvals necessary to the execution, delivery and performance of this Agreement and the Purchase Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance; provided, however, the Parties hereby acknowledge and agree that pursuant to Chandler's City Charter, additional documents may require approval from Chandler City Council.

D. The City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

6.2 Developer Representations. Developer represents and warrants to the City that:

A. Developer is duly formed and validly existing under Arizona law and that the individual(s) executing this Agreement on behalf of Developer is authorized and empowered to bind Developer.

B. Developer has the full right, power and authorization to enter into and perform this Agreement and of the obligations and undertakings of Developer under this Agreement, and the execution, delivery and performance of this Agreement has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

C. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

D. Developer will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

SECTION 7. EFFECTIVE DATE AND TERM

7.1 Effective Date. This Agreement shall be effective as of the date that it is approved by the Chandler City Council. This Agreement shall be recorded in the Official Records of Maricopa County, Arizona, in accordance with the requirement of A.R.S. § 9-500.05.

7.2 Term. The term of this Agreement ("Term") shall be six (6) years from the Effective Date or as otherwise set forth in this Agreement.

SECTION 8. GENERAL PROVISIONS.

8.1 Force Majeure. If either Party is delayed or prevented from the performance of any duty or obligation under this Agreement by reason of a Force Majeure Event, then the performance of such duty or obligation shall be excused for the period of the delay, and the period for the performance by such Party of any such duty or obligation shall be extended for a period equivalent to the period of such delay. The Party subject to any Force Majeure Event shall provide Notice to the other Party as soon as reasonably practicable.

8.2 Notices. Except as otherwise required by law, any notice, demand or other communication required to be given by this Agreement (each, a "Notice") shall be in writing and shall be given by (i) personal delivery; (ii) by certified or registered U.S. Mail, return receipt requested; or (iii) by any nationally recognized express or overnight delivery service (e.g., FedEx or UPS), with all postage and other delivery charges prepaid and addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph:

To Developer: JEMBJACD, LLC
c/o Jeremy McClymonds
2510 East Buena Vista Place
Chandler, AZ 85249

With a copy to: Michaile J. Berg, Esq.
Galbut Beabeau, P.C.
6720 N. Scottsdale Road, Suite 305
Scottsdale, Arizona 85253

To the City: City of Chandler
Cultural Development Department (MS 416)
P. O. Box 4008
Chandler, AZ 85244-4008
Attention: Cultural Development Director

With a copy to: City of Chandler
City Attorney's Office
P. O. Box 4008
Chandler, AZ 84244-4008
Attention: City Attorney

8.3 Effective Date of Notices. Any Notice will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee; and (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three (3) business days after deposit in a post office operated by the United States or with a United States postal officer; and (iii) if sent by a recognized national overnight delivery service be deemed effective one (1) business day after deposit with

such service. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee.

8.4 Waiver of Right to Trial by Jury. The Parties expressly covenant and agree that in the event of a dispute arising from this Agreement, each Party waives any right to a trial by jury. In the event of litigation, the Parties agree to submit to a trial before the court.

8.5 Attorneys' Fees. In the event of commencement of a legal action in an appropriate forum by a Party to enforce any covenant or any of such Party's rights or remedies under this Agreement, including any action for declaratory, injunctive or other equitable relief, the prevailing Party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Party and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

8.6 Recordation. The City will cause this Agreement to be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after execution of the Agreement by the Parties, and shall thereafter promptly provide a recorded copy of this Agreement to Developer.

8.7 Governing Law. This Agreement shall be governed by and construed under the internal, substantive laws of the State of Arizona, without reference to the principles of conflict of laws.

8.8 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the City from undertaking any contractual commitment to perform under any provision of this Agreement, the remaining portions of this Agreement shall remain in full force and effect, and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

8.9 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by the City and Developer. Within ten (10) days after any amendment to this Agreement, the City will cause such amendment to be recorded in the Official Records of Maricopa County, Arizona, and shall thereafter promptly provide a recorded copy of such amendment to Developer.

8.10 Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of (i) this Agreement as in full force and effect, and (ii) the performance of the obligations hereunder at any time.

8.11 Calculation of Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period or the date

of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

8.12 Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement. References to sections or exhibits are to Sections or Exhibits of this Agreement unless otherwise qualified.

8.13 No Partnerships; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder, except for permitted transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Developer under this Agreement.

8.14 Recitals, Exhibits. The Recitals set forth in this Agreement are incorporated herein by reference and form a part of this Agreement. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes. Parties acknowledge, however, that the Maricopa County Recorder may refuse to record graphical exhibits; and accordingly, some of the incorporated exhibits may not be contained in the recorded copy of this Agreement but are deemed attached and incorporated herein nonetheless. Exhibits that are not included in the recorded copy of this Agreement are attached to the copy of this Agreement in the office of the Chandler City Clerk.

8.15 Entire Agreement. This Agreement and the Purchase Agreement and all exhibits thereto attached and incorporated constitute the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.

8.16 Conflict of Interest. This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

8.17 Time of Essence. Time is of the essence of this Agreement and each provision of this Agreement.

[Signatures on following page.]

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

CITY:

CITY OF CHANDLER,
an Arizona municipal corporation

By:_____
Mayor Kevin Hartke

Date:_____

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2023, by Kevin Hartke, Mayor of City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

My Commission Expires:

DEVELOPER:

JEMBJACD, LLC
an Arizona limited liability company

By: _____

Name: JEREMY MCCLYMONDS

Title: MEMBER

Date: 07/19/2023

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this 19 day of July, 2023, by Jeremy McClymonds, the Member of JEMBJACD, LLC, on behalf of the limited liability company.

_____
Notary Public

My Commission Expires:

May 29, 2025

CAROLYN YURI DUNCAN
Notary Public - Arizona
Maricopa County
Commission # 603312
My Comm. Expires May 29, 2025

EXHIBIT A

LEGAL DESCRIPTION

Parcel No. 1:

Lot 914, Block I, TOWNSITE OF CHANDLER, according to Book 9 of Maps, page 2, records of Maricopa County, Arizona

Parcel No. 2:

Lot 916, Block I, TOWNSITE OF CHANDLER, according to Book 9 of Maps, page 2, records of Maricopa County, Arizona

EXHIBIT B

MINIMUM IMPROVEMENTS

FOOD HALL
SWASHBUCKLER
PUBLIC HOUSE

EXTERIOR RENDERINGS

Food Hall and Public House with covered street level patios and open-air sky deck event space that faces Oregon Street and Chicago Street Corner.

Proposal for CD2-925-4402

FOOD HALL
SWASHBUCKLER
PUBLIC HOUSE

INTERIOR RENDERINGS (FOOD HALL)

Food Hall offers rollup windows and sliding glass doors so the interior can be enjoyed as an open-air space during our cooler months. Conversely, closed to cool the space during our Summer months.

FOOD HALL
SWASHBUCKLER
PUBLIC HOUSE

INTERIOR RENDERINGS (PUBLIC HOUSE)

Public House offers covered street level patios and a covered open-air sky deck event space with bar that can be enjoyed during our cooler months.

Proposal for CD2-925-4402

Executive Summary and Project Description (Continued)

Our Food Hall and Public House is based on the proven Windmill Food Hall concept located in Carlsbad, California with a few photos shown below. We will strive to incorporate similar design elements, urban feel and aesthetics in our final build. James Markham, the Owner and Founder of Windmill Food Hall has shared details on his successful business, including operational structure, tenant agreements and financials so we do not need to reinvent the wheel. Our Proforma is based on conservative estimates from actual revenue and expenses from the Windmill Food Hall with considerations of bars and restaurants currently located in Downtown Chandler.

We expect to provide seating options of one seat for every 18-20 square feet of available seating area square footage. We estimate seating for over 600+ throughout the space with seating options including high tops, low tops, booths, picnic tables and cozy lounge seating. We propose fully utilizing the adjacent garage located across Chicago Street to service all parking needs. We plan on working with Planning and Development to maximize the available acreage to build near to lot line and will look for the potential ability to provide access for pick-up and delivery.

FOOD HALL

SWASHBUCKLER

PUBLIC HOUSE

EXHIBIT C

PURCHASE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS

This Real Estate Purchase and Sale Agreement and Joint Escrow Instructions (the "Agreement") is made and entered into this 21st day of August, 2023, ("Effective Date") by and between the CITY OF CHANDLER, an Arizona municipal corporation ("Seller") and JEMBJACD, LLC, an Arizona limited liability company ("Buyer"). Seller and Buyer shall be referred to in this Agreement, collectively as "Parties," and individually as a "Party."

AGREEMENT

1. RECITAL.

This Agreement is part of a transaction between Seller and Buyer in which Seller agrees to sell certain real property (the "Property") to Buyer pursuant to that certain Development Agreement (the "Development Agreement") between Seller (named in such document as the City) and Buyer (named in such document as the Developer), and upon which Buyer has proposed to construct certain improvements (the "Project") pursuant to the Development Agreement. This Agreement, which has been executed as of the Effective Date, will be delivered to the Escrow Holder (with Notice of such delivery to Seller) when Buyer is ready to purchase the Property as set forth in the Development Agreement. Accordingly, the Parties intend that this Agreement and the Development Agreement (collectively, the "Project Documents") be construed harmoniously in order to give full effect to the intentions of the Parties with respect to the development and purchase of the Property as reflected by the Project Documents. Although this Agreement has been entered into as of the Effective Date to bind the Parties as of the Effective Date, Buyer's ability to purchase the Property is subject to certain terms and conditions set forth in the Development Agreement. In the event of any conflict or ambiguity arising from the Project Documents, the Project Documents shall control in the following order of precedence: first, the Development Agreement; second, this Purchase Agreement. Any reference to "City" and "Developer" in this Agreement shall have the same meaning as "Seller" and "Buyer," respectively.

2. PURCHASE AND SALE.

Subject to the terms and conditions of this Agreement and Buyer's compliance with the terms and conditions of the Development Agreement, Seller agrees to sell, and Buyer agrees to purchase, all of Seller's right, title, and interest in and to that certain real property located in Maricopa County, Arizona, referred to in this Agreement as the "Property," and legally described on Exhibit A.

A. Purchase Process. Buyer shall provide Notice to Seller of Buyer's delivery of the executed Purchase Agreement to Escrow Holder and Seller shall promptly thereafter provide its executed Purchase Agreement to Escrow Holder. Upon Escrow Holder's receipt of the fully-executed Purchase Agreement, the Parties shall proceed with the purchase and sale of the Property in accordance with the terms and conditions set forth in the Development Agreement and this Purchase Agreement, including satisfaction of all conditions stated in the Development Agreement that must be met before Buyer may purchase the Property.

B. Earnest Money Deposit**.** Concurrently with Buyer's delivery of the fully-executed Purchase Agreement to Escrow Holder, Buyer will deposit an amount equal to five percent (5%) of the Purchase Price as Buyer's earnest money deposit ("**Deposit**") with Escrow Holder, in cash, certified or bank cashier's check, or other form of collected funds.

C. Purchase Price. The purchase price for the Property shall be two hundred thousand dollars ($200,000.00) (the "Purchase Price").

D. Purchase and Resale to Seller. Should the Buyer purchase the Property from Seller, but fail to complete the Minimum Improvements within the time allotted as set forth in the Development Agreement, Seller shall have the right, at its option, to re-purchase the Property from the Buyer for the Purchase Price. Seller may deduct from the purchase price its reasonable costs to remediate any damage to the Property and to restore the Property to its undeveloped condition.

3. ESCROW.

A. Opening of Escrow. For purpose of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received the Deposit provided in Section 2(B) from Buyer and three (3) fully executed duplicates of this Agreement from Buyer and Seller (the "Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. In addition, Buyer and Seller agree to execute, deliver, and be bound by any reasonable and customary supplemental escrow instructions of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

B. Close of Escrow. For purposes of this Agreement, the Close of Escrow (the "Closing" or "Close of Escrow") shall be defined as the date the Special Warranty Deed, the form of which is attached hereto as Exhibit "B" (the "Deed"), conveying the Property to Buyer, is recorded in the Official Records of Maricopa County, Arizona. Unless this Agreement and Escrow related thereto have been properly cancelled pursuant to the terms of this Agreement, the Close of Escrow shall occur on the date which is thirty (30) days after the end of the Inspection Period or on such date as is mutually agreed upon by the Parties with written notifications to the Escrow Holder specifying the agreed upon date. In the event that Seller cannot cure any Title Defect by the Closing Date, then Buyer may (but is not obligated to) extend the Closing Date for successive thirty (30) day periods to permit Seller to proceed diligently and in good faith to cure such defects.

C. Inspection Review Period.

a. Buyer shall have a period expiring at 5:00 p.m. (Arizona time) on the date that is sixty (60) days from the Opening of Escrow (as defined below) to complete its review of title, survey, engineering studies, environmental site assessment, and any other site due diligence deemed appropriate by Buyer (the "Inspection Period" or the "Feasibility Period"). Such studies and inspections include, but are not limited to, any engineering, environmental, soils, feasibility, marketing, or economic studies and investigations of the Property and Buyer's intended development on the

Property that Buyer deems appropriate. Buyer shall have the right to enter the Property and conduct its tests or studies.

b. In the event the Buyer determines for any reason or for no reason, in Buyer's sole discretion, that the Property is unsuitable for Buyer's needs and gives written notice of termination to Seller during the Inspection Period in which Buyer elects to terminate this Agreement, then this Agreement shall become null and void. If Buyer elects to terminate this Agreement pursuant to this paragraph, the Deposit and accrued interest shall be returned to Buyer.

c. Buyer shall only be deemed to have elected not to proceed with this Agreement in the event it issues an affirmative written "Notice Not to Proceed" prior to the lapse of the Inspection Period to Seller and Escrow Holder. In the event Buyer elects not to terminate this Agreement in accordance with the foregoing, then this Agreement shall remain in full force and effect and the transaction shall continue to Closing, subject to the other terms of the Agreement. In the event that Buyer elects to terminate this Agreement in accordance with the foregoing by delivery of a written Notice Not to Proceed, then this Agreement will automatically terminate as of the expiration of the Inspection Period, in which event Escrow Holder shall cancel the Escrow and promptly return the Deposit to Buyer and all other documents and funds to the depositing Party, and except as otherwise specified in this Agreement, neither Party will have any further obligation or liability to the other.

D. Entry onto the Property. Seller hereby grants to Buyer and Buyer's employees, agents, consultants, and contractors a non-exclusive license to enter upon the Property at reasonable hours for the purpose of conducting, at Buyer's expense, Buyer's review and inspections of the Property. Seller shall reasonably cooperate (at no cost to Seller) with Buyer's inspections of the Property. Buyer shall indemnify, defend, and hold Seller and the Property harmless from any claims, liabilities, losses, damages, liens, costs, or expenses resulting from Buyer's activities on the Property. Prior to Buyer or its agents conducting any testing or investigation involving physical disturbance of any portion of the Property, Buyer shall obtain Seller's written consent thereto, which consent may not be unreasonably withheld, conditioned or delayed.

E. Seller Deliverables. Within five (5) business days of the Opening of Escrow, Seller shall deliver or cause to be delivered to Buyer, to the extent in Seller's possession, custody or control the following: a current survey of the Property, if any, in Seller's possession; copies of all plans, permits, drawings and other government approvals; any agreements, documents, plans, drawings, specifications, construction warranties and guarantees, tax bills, appraisals, engineering reports, environmental studies, building permit applications, and other reports regarding the Property.

F. Acts Affecting the Property. From and after the date hereof, Seller will refrain from, without the prior written consent of Buyer: (a) modifying the status of the Property for real property tax purposes; (b) performing any improvements, including any grading, excavation or construction upon or about the Property; or (c) creating or incurring, or suffering to exist any development agreement, mortgage, lien, pledge or other encumbrances in any way affecting the Property, other than the Permitted Exceptions (nor shall Seller amend or terminate any Permitted Exception without the prior written consent of Buyer). Seller will observe all laws, ordinances,

regulations and restrictions materially affecting the Property and its use, and will pay taxes on the Property that come due prior to the Closing not later than the Closing.

4. CONDITIONS PRECEDENT.

A. Condition of Title. It shall be a condition to the Close of Escrow that title to the Property be conveyed to Buyer by the Special Warranty Deed (in the form set forth in Exhibit B) subject only to the following conditions of title ("Approved Condition of Title"):

a. a lien to secure payment of real property taxes not delinquent;

b. Those matters set forth on Exhibit C attached to this Agreement; and

c. any matters of record either caused or placed by or on behalf of Buyer, or which were consented to in writing by Buyer (collectively, the "Permitted Exceptions").

B. Title Policy. At Close of Escrow, Seller shall pay for, and Escrow Holder shall furnish Buyer, a standard coverage ALTA owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring Buyer fee simple title to the Property, subject to the usual printed exceptions contained in such title insurance policies and the Permitted Exceptions (the "Report," defined below), and which are not objected to or are waived in the manner described as Approved Condition of Title. In the event Buyer desires an ALTA extended coverage policy, Buyer shall pay the difference in cost between an ALTA extended coverage and a standard coverage ALTA owner's policy, together with all costs associated with any inspections or surveys of the Property required for such additional coverage.

C. Conditions to Close of Escrow.

a. Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction or waiver of the following conditions for Buyer's benefit on or prior to the date designated below:

i. Title. Seller shall deliver fee title to the Property to Buyer subject only to those exceptions constituting the Approved Condition of Title. Seller, at Seller's sole cost and expense, shall diligently and promptly secure the release of any other matter of record ("Title Defect"). Buyer may, but is not obligated, to accept an endorsement from Escrow Holder, "insuring over" any such exception.

ii. Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct as of the Close of Escrow.

b. Conditions to Seller's Obligations. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions:

i. Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of the Project Documents to be performed by Buyer; and

ii. Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow.

5. AS-IS, WHERE IS, WITH ALL FAULTS PURCHASE.

Buyer acknowledges and agrees as follows:

A. That the Property is to be conveyed by Seller to Buyer at the time of Closing in "AS-IS, WHERE-IS, WITH ALL FAULTS"; and

B. That Buyer represents and warrants to Seller that it will have conducted its own independent inspection, investigation, evaluation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller.

6. CLOSING.

A. Closing Date, Costs, and Prorations. Unless Buyer cancels the Agreement and the Escrow related thereto on or before the expiration of the Due Diligence Period, the purchase and sale hereunder shall be closed in the office of the Escrow Holder sixty (60) calendar days after the Opening of Escrow or on such date as is mutually agreed upon by the Parties with written notifications to the Escrow Holder specifying the agreed upon date. Buyer and Seller shall deposit with Escrow Holder all instruments, documents, and monies necessary to complete the sale and purchase in accordance with this Agreement. This Agreement is intended to constitute escrow instruction to Escrow Holder. At Closing, Seller will pay all title insurance premiums for the title policy in the amount of the Purchase Price, except for the additional cost of any extended coverage opted for by Buyer, the cost of which must be paid by Buyer. The Parties will each pay half of the closing escrow fee, recording fees, and the excise or other conveyance tax on this conveyance, if any. Seller and Buyer shall each pay their respective attorneys' fees. Real and Personal Property taxes, if any, payable in the year of Closing, shall be prorated between Seller and Buyer as of 12:00 midnight on the day immediately preceding the Closing Date. If any encumbrance is required to be removed prior to Close of Escrow, in whole or in part, Seller shall discharge such encumbrance or defect or part thereof out of the Purchase Price paid by Buyer at Closing.

B. Seller Closing Documents. At Closing, Seller shall execute and deliver all documents necessary to effect and complete the Closing, including, but not limited to, the following documents:

a. The Special Warranty Deed, duly executed by Seller, acknowledged as required, subject only to the Permitted Exceptions, which deed shall be in Escrow Holder's standard form for recording and accompanied by an Affidavit of Property Value as required by Arizona law. The deed shall comply with A.R.S. § 33-404 to the extent required by applicable law. The Parties may each authorize Escrow Holder to sign the Affidavit of Property Value on their respective behalf;

b. A Certificate of non-foreign status, within the meaning of the Foreign Investment in Real Property Tax Act, duly executed by Seller in the form attached hereto as Exhibit D;

c. A joint Settlement Statement prepared by Escrow Holder for execution by Seller;

d. Deliver to the Escrow Holder evidence satisfactory to it of Seller's authority to execute and deliver the documents necessary to consummate the transaction contemplated thereby;

e. Execute and deliver to Escrow Holder a general assignment of any warranties, approvals or appurtenances related to the Property (the "General Assignment") in a form reasonably acceptable to the Parties;

f. Deliver to Buyer exclusive possession of the Property, free of any leases or occupants.

g. Such other documents as Buyer or Escrow Holder may reasonably request in connection with this transaction.

C. Buyer Closing Documents. At the Closing, Buyer shall execute and deliver all documents and perform such actions necessary to effect and complete the Closing, including, but not limited to, the following:

a. The amounts required under the Purchase Price in cash, cashier's check, wire transfer or other immediately available funds;

b. Execute, acknowledge and deliver the Affidavit of Property Value;

c. A joint Settlement Statement prepared by Escrow Holder for execution by Buyer;

d. Such other documents as Seller or Escrow Holder may reasonably request in connection with this transaction.

7. REPRESENTATIONS AND WARRANTIES.

A. Seller's Representations and Warranties. As of the Effective Date and the Closing Date, Seller represents and warrants to Buyer as follows:

a. Seller is owner and holder of record of fee simple title in and to the Property with full right, power, and authority to transfer it and to perform all of its obligations under this Agreement.

b. All actions on the part of Seller which are required for the execution, delivery, and performance by Seller of this Agreement and each of the documents and agreements to be delivered by Seller at the Closing have been duly and effectively taken.

c. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

d. Seller has no knowledge of any violation of applicable law, ordinance, rule, regulation, or requirement of any governmental agency affecting or relating to the Property (the "Violation"), which renders the sale and transfer of the Property at Closing as contemplated by this Agreement unenforceable. To the extent such Violation is disclosed by Seller or revealed by the Title Documents, Seller covenants to cause to remove the Violation prior to the Close of Escrow.

e. Except with respect to the Project Documents and those matters noted in Exhibit C or liens, claims, encumbrances, or right of any third party placed on the Property by Buyer, there is no transfer, lien, claim, encumbrance, or right of any third party on or existing with respect to the Property or Seller's interest in the Property; and Seller shall indemnify, defend, pay, and hold harmless Buyer for, from, and against any and all such transfers, liens, claims, encumbrances, or rights.

B. Buyer's Representations and Warranties. As of the Effective Date and the Closing Date, Buyer represents and warrants to Seller as follows:

a. Buyer is duly organized, validly existing and in good standing under the laws of the State of its organization, and has full power and authority, and has obtained all required consents, to enter into and to perform its obligations under this Agreement. Each of the persons executing this Agreement on behalf of Buyer has full power and authority and has obtained all required consents to do so, and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated hereby.

b. All entity action on the part of Buyer which is required for the execution, delivery, and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at the Closing has been (or will be by the Closing) duly and effectively taken.

8. REAL ESTATE COMMISSIONS

Each Party hereby represents and warrants to the other that there are no claims for brokerage commission, finder's or similar fees in connection with the transaction contemplated by this Agreement, and each Party hereby agrees to indemnify and hold harmless the Party from any and all liabilities, claims, expenses, costs and damages arising from the claim of any broker, finder, or other agent claiming to have acted on behalf of the indemnifying Party.

9. DEFAULT AND DEFAULT REMEDIES.

A. Seller's Default. If on or before the Closing Date, Seller materially breaches any of the terms of this Agreement and fails to cure such breach within five (5) calendar days following written notice thereof given by Buyer to Seller, Buyer, in its sole election, shall have the right (i) to terminate this Agreement by written notice to Seller and Escrow Holder, in which event Escrow Holder shall release to Buyer the Deposit referred to in Section 2.B. above and Seller shall pay to Buyer damages for due diligence costs and reasonable legal fees in an amount not to exceed $50,000, or (ii) to avail itself of any remedy available to Buyer, at law or in equity, including an action for damages or an action for Seller's specific performance of this Agreement.

B. Buyer's Default. If on or before the Closing Date, Buyer materially breaches the Development Agreement and the Close of Escrow fails to occur by reason of such default, then in any such event, Seller shall not hold Buyer in default of this Agreement until all applicable notice requirements and opportunities to cure set forth in the Development Agreement have expired. In the event of an uncured default of Buyer under the Development Agreement, or a failure of Buyer to cure any default relating to the payment of the Purchase Price within thirty (30) days after written notice of such default from Seller to Buyer, then Seller may instruct Escrow Holder to cancel the Escrow and Seller may terminate this Agreement, in which event the Deposit then in

Escrow Holder shall be paid to Seller as agreed upon liquidated damages, as its exclusive remedy and in full settlement of any claims. Such amount is agreed upon between Seller and Buyer as liquidated damages due to the uncertainty and difficulty of ascertaining and measuring actual damages, and the uncertainty thereof and represents the Parties' reasonable estimate of such damages as a result of Buyer's failure to consummate this transaction and is not intended as a forfeiture or penalty. In such event Buyer and Seller shall be released of any further obligation under this Agreement

10. ESCROW HOLDER.

Buyer may select the escrow agent and title insurance underwriter to administer the escrow and issue the title insurance commitment and policy contemplated in this (the "Escrow Holder"). By its subsequent execution of this Agreement Escrow Holder agrees to perform hereunder and to hold and disburse contract payments as herein provided. Escrow Holder shall not be liable for any acts taken in good faith, shall only be liable for its willful default or gross negligence, and may, in its sole discretion, rely upon the written notices, communications, orders or instructions given by Buyer or Seller. In the event of a dispute between Buyer and Seller under this Agreement sufficient in the discretion of Escrow Holder to justify its doing so, Escrow Holder shall be entitled to tender into the registry or custody of the courts having jurisdiction over such matters all money or property in its hands under the terms of this Agreement, together with such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties under this Agreement.

11. NOTICES.

Any notices, requests, claims, demands, or other communications required or permitted under, or otherwise made in connection with, this Agreement, shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) three (3) business days after mailing by first-class mail, return receipt requested, or (c) on the next business day if transmitted by national overnight courier for next business day delivery (with confirmation of delivery), in each case, addressed as follows (or at such other address for a recipient as shall be specified in a notice given in accordance with this Section):

To Seller:	City of Chandler Cultural Development Department (MS 498) P. O. Box 4008 Chandler, AZ 85244-4008 Attention: Cultural Development Director
With a copy to:	City of Chandler City Attorney's Office P. O. Box 4008 Chandler, AZ 84244-4008 Attention: City Attorney
If to Buyer:	JEMBJACD, LLC 2510 East Buena Vista Place Chandler, AZ 85249 Attention: Jeremy McClymonds Email: Jeremy@RealtyAdvisorAZ.com

With a copy to: Galbut Beabeau, P.C.
6720 N. Scottsdale Road, Suite 305
Scottsdale, Arizona 85253
Attention: Michaile J. Berg, Esq.
Email: mberg@gb.law

If to Escrow Holder: At the address provided in Escrow Holder's Acceptance.

12. MISCELLANEOUS.

A. Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, its validity, enforceability, scope, or subject matter, the prevailing Party shall be awarded its reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

B. Survival. Except as otherwise provided in this Agreement, all warranties, representations, and agreements contained herein or arising out of the sale of the Property by Seller to Buyer (including, but not limited to, Seller's and Buyer's warranties, representations, and agreements) shall survive the delivery and recordation of the Special Warranty Deed, the payment and delivery of the Purchase Price, and the Closing of the purchase and sale of the Property.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflicts of laws principles that would require the application of any other law. Each Party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in Maricopa County, Arizona, in any action related to or arising under this Agreement and agrees that venue is proper in such court.

D. Integration; Modification; Waiver. This Agreement, exhibits, and closing documents pursuant to this Agreement constitute the complete, integrated, and final expression of the Agreement of the Parties relating to the Property. This Agreement cannot be modified except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification is sought.

E. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, the Agreement shall be deemed reformed accordingly, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected hereby.

F. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

G. Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting a closing pursuant to this Agreement may result in loss or

damage to the Party in full compliance with its obligations hereunder. Notwithstanding any period for performance of any Party's obligations contained in any Escrow Instructions, the rights of the Parties hereunder shall be governed by the dates and times set forth in this Agreement.

H. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors, and assigns.

I. Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby and, upon written request from the other Party, to execute, acknowledge and deliver all documents, instruments, and affidavits necessary to give effect to this Agreement and the intent of the Parties.

J. Headings; Construction. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. Seller and Buyer acknowledge that each Party and its counsel have reviewed this Agreement and that the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with the transactions contemplated by this Agreement.

K. Business Day. If the day for performance of any covenant or obligation under this Agreement falls on a Saturday, Sunday, or legal holiday, the date for performance thereof shall be extended to the next Business Day. Similarly, if the date for the performance of any covenant or obligation under this Agreement involving the Escrow Holder falls on a Saturday, Sunday, or legal holiday on which Escrow Holder is closed for business to the public, the date for performance thereof shall be extended to the next Business Day on which Escrow Holder is open for business to the public. The term "Business Day" shall mean a day that is not a Saturday, Sunday, or legal holiday.

L. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement as of the date appearing above.

SELLER:

CITY OF CHANDLER,
an Arizona municipal corporation

By:_____
Joshua H. Wright, City Manager

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CHANDLER CITY ATTORNEY TA

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2023, by Joshua H. Wright, the City Manager of the City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

My Commission Expires:

BUYER:

JEMBJACD, LLC
An Arizona limited liability company

By: _____

Name: JEREMY MCCLYMONDS

Title: MEMBER

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this 19 day of July, 2023, by Jeremy McClymonds, the Member of JEMBJACD, LLC, an Arizona limited liability company.

_____
Notary Public

My Commission Expires:
May 29, 2025

CAROLYN YURI DUNCAN
Notary Public - Arizona
Maricopa County
Commission # 603312
My Comm. Expires May 29, 2025

ESCROW HOLDER'S ACCEPTANCE

The undersigned agrees to act as Escrow Holder in connection with the transaction contemplated by this Agreement:

Name of Company: _____

Name of Escrow Officer: _____

Title: _____

Signature: _____

Date: _____

Address for Notices:

_____

_____

_____

_____

EXHIBIT A

LEGAL DESCRIPTION

Parcel No. 1:

Lot 914, Block I, TOWNSITE OF CHANDLER, according to Book 9 of Maps, page 2, records of Maricopa County, Arizona

Parcel No. 2:

Lot 916, Block I, TOWNSITE OF CHANDLER, according to Book 9 of Maps, page 2, records of Maricopa County, Arizona

EXHIBIT B

Form of Special Warranty Deed

When recorded, return to:
City of Chandler
P.O. Box 4008, Mail Stop 606
Chandler, Arizona 85244-4008
Attn: City Attorney

This document is exempt from Affidavit and Fee requirements pursuant to A.R.S. §11-1134(A)(3).

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration received, CITY OF CHANDLER, an Arizona municipal corporation ("Grantor"), does hereby grant and convey to JEMBJACD, LLC, an Arizona limited liability company ("Grantee"), the following described real property (the "Property") situated in Maricopa County, Arizona:

> SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (the "Property').

SUBJECT only to the matters set forth on Exhibit "B" attached hereto and incorporated by this reference.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject only to the matters above set forth.

IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year set forth below.

DATED: _____, 2023.

GRANTOR:

CITY OF CHANDLER,
an Arizona municipal corporation

By:_____
Joshua H. Wright, City Manager

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2023, by Joshua H. Wright, the City Manager of the City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

My Commission Expires:

EXHIBIT A to Special Warranty Deed

Parcel No. 1:

Lot 914, Block I, TOWNSITE OF CHANDLER, according to Book 9 of Maps, page 2, records of Maricopa County, Arizona

Parcel No. 2:

Lot 916, Block I, TOWNSITE OF CHANDLER, according to Book 9 of Maps, page 2, records of Maricopa County, Arizona

EXHIBIT B to Special Warranty Deed

Exceptions/Conditions of Title

EXHIBIT C

Exceptions/Conditions of Title

EXHIBIT D

Certificate of Non-Foreign Status

To inform JEMBJACD, LLC, an Arizona limited liability company ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required by City of Chandler, an Arizona municipal corporation ("Transferor"), who hereby certifies the following:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. Transferor's U.S. employer or tax (social security) identification number is _____.

3. Transferor's address is 175 S. Arizona Avenue, Chandler, Arizona 85225.

4. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Code.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, we declare that we have examined this Certification and to the best of our knowledge and belief it is true, correct, and complete.

TRANSFEROR

_____

By: Joshua H. Wright, City Manager

Exhibit “B” to Ordinance No. 5061
Purchase Agreement between City of Chandler and JEMBJACD, LLC

REAL ESTATE PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS

This Real Estate Purchase and Sale Agreement and Joint Escrow Instructions (the "Agreement") is made and entered into this 21st day of August, 2023, ("Effective Date") by and between the CITY OF CHANDLER, an Arizona municipal corporation ("Seller") and JEMBJACD, LLC, an Arizona limited liability company ("Buyer"). Seller and Buyer shall be referred to in this Agreement, collectively as "Parties," and individually as a "Party."

AGREEMENT

1. RECITAL.

This Agreement is part of a transaction between Seller and Buyer in which Seller agrees to sell certain real property (the "Property") to Buyer pursuant to that certain Development Agreement (the "Development Agreement") between Seller (named in such document as the City) and Buyer (named in such document as the Developer), and upon which Buyer has proposed to construct certain improvements (the "Project") pursuant to the Development Agreement. This Agreement, which has been executed as of the Effective Date, will be delivered to the Escrow Holder (with Notice of such delivery to Seller) when Buyer is ready to purchase the Property as set forth in the Development Agreement. Accordingly, the Parties intend that this Agreement and the Development Agreement (collectively, the "Project Documents") be construed harmoniously in order to give full effect to the intentions of the Parties with respect to the development and purchase of the Property as reflected by the Project Documents. Although this Agreement has been entered into as of the Effective Date to bind the Parties as of the Effective Date, Buyer's ability to purchase the Property is subject to certain terms and conditions set forth in the Development Agreement. In the event of any conflict or ambiguity arising from the Project Documents, the Project Documents shall control in the following order of precedence: first, the Development Agreement; second, this Purchase Agreement. Any reference to "City" and "Developer" in this Agreement shall have the same meaning as "Seller" and "Buyer," respectively.

2. PURCHASE AND SALE.

Subject to the terms and conditions of this Agreement and Buyer's compliance with the terms and conditions of the Development Agreement, Seller agrees to sell, and Buyer agrees to purchase, all of Seller's right, title, and interest in and to that certain real property located in Maricopa County, Arizona, referred to in this Agreement as the "Property," and legally described on Exhibit A.

A. Purchase Process. Buyer shall provide Notice to Seller of Buyer's delivery of the executed Purchase Agreement to Escrow Holder and Seller shall promptly thereafter provide its executed Purchase Agreement to Escrow Holder. Upon Escrow Holder's receipt of the fully-executed Purchase Agreement, the Parties shall proceed with the purchase and sale of the Property in accordance with the terms and conditions set forth in the Development Agreement and this Purchase Agreement, including satisfaction of all conditions stated in the Development Agreement that must be met before Buyer may purchase the Property.

B. Earnest Money Deposit**.** Concurrently with Buyer's delivery of the fully-executed Purchase Agreement to Escrow Holder, Buyer will deposit an amount equal to five percent (5%) of the Purchase Price as Buyer's earnest money deposit ("**Deposit**") with Escrow Holder, in cash, certified or bank cashier's check, or other form of collected funds.

C. Purchase Price. The purchase price for the Property shall be two hundred thousand dollars ($200,000.00) (the "Purchase Price").

D. Purchase and Resale to Seller. Should the Buyer purchase the Property from Seller, but fail to complete the Minimum Improvements within the time allotted as set forth in the Development Agreement, Seller shall have the right, at its option, to re-purchase the Property from the Buyer for the Purchase Price. Seller may deduct from the purchase price its reasonable costs to remediate any damage to the Property and to restore the Property to its undeveloped condition.

3. ESCROW.

A. Opening of Escrow. For purpose of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received the Deposit provided in Section 2(B) from Buyer and three (3) fully executed duplicates of this Agreement from Buyer and Seller (the "Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. In addition, Buyer and Seller agree to execute, deliver, and be bound by any reasonable and customary supplemental escrow instructions of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

B. Close of Escrow. For purposes of this Agreement, the Close of Escrow (the "Closing" or "Close of Escrow") shall be defined as the date the Special Warranty Deed, the form of which is attached hereto as Exhibit "B" (the "Deed"), conveying the Property to Buyer, is recorded in the Official Records of Maricopa County, Arizona. Unless this Agreement and Escrow related thereto have been properly cancelled pursuant to the terms of this Agreement, the Close of Escrow shall occur on the date which is thirty (30) days after the end of the Inspection Period or on such date as is mutually agreed upon by the Parties with written notifications to the Escrow Holder specifying the agreed upon date. In the event that Seller cannot cure any Title Defect by the Closing Date, then Buyer may (but is not obligated to) extend the Closing Date for successive thirty (30) day periods to permit Seller to proceed diligently and in good faith to cure such defects.

C. Inspection Review Period.

a. Buyer shall have a period expiring at 5:00 p.m. (Arizona time) on the date that is sixty (60) days from the Opening of Escrow (as defined below) to complete its review of title, survey, engineering studies, environmental site assessment, and any other site due diligence deemed appropriate by Buyer (the "Inspection Period" or the "Feasibility Period"). Such studies and inspections include, but are not limited to, any engineering, environmental, soils, feasibility, marketing, or economic studies and investigations of the Property and Buyer's intended development on the

Property that Buyer deems appropriate. Buyer shall have the right to enter the Property and conduct its tests or studies.

b. In the event the Buyer determines for any reason or for no reason, in Buyer's sole discretion, that the Property is unsuitable for Buyer's needs and gives written notice of termination to Seller during the Inspection Period in which Buyer elects to terminate this Agreement, then this Agreement shall become null and void. If Buyer elects to terminate this Agreement pursuant to this paragraph, the Deposit and accrued interest shall be returned to Buyer.

c. Buyer shall only be deemed to have elected not to proceed with this Agreement in the event it issues an affirmative written "Notice Not to Proceed" prior to the lapse of the Inspection Period to Seller and Escrow Holder. In the event Buyer elects not to terminate this Agreement in accordance with the foregoing, then this Agreement shall remain in full force and effect and the transaction shall continue to Closing, subject to the other terms of the Agreement. In the event that Buyer elects to terminate this Agreement in accordance with the foregoing by delivery of a written Notice Not to Proceed, then this Agreement will automatically terminate as of the expiration of the Inspection Period, in which event Escrow Holder shall cancel the Escrow and promptly return the Deposit to Buyer and all other documents and funds to the depositing Party, and except as otherwise specified in this Agreement, neither Party will have any further obligation or liability to the other.

D. Entry onto the Property. Seller hereby grants to Buyer and Buyer's employees, agents, consultants, and contractors a non-exclusive license to enter upon the Property at reasonable hours for the purpose of conducting, at Buyer's expense, Buyer's review and inspections of the Property. Seller shall reasonably cooperate (at no cost to Seller) with Buyer's inspections of the Property. Buyer shall indemnify, defend, and hold Seller and the Property harmless from any claims, liabilities, losses, damages, liens, costs, or expenses resulting from Buyer's activities on the Property. Prior to Buyer or its agents conducting any testing or investigation involving physical disturbance of any portion of the Property, Buyer shall obtain Seller's written consent thereto, which consent may not be unreasonably withheld, conditioned or delayed.

E. Seller Deliverables. Within five (5) business days of the Opening of Escrow, Seller shall deliver or cause to be delivered to Buyer, to the extent in Seller's possession, custody or control the following: a current survey of the Property, if any, in Seller's possession; copies of all plans, permits, drawings and other government approvals; any agreements, documents, plans, drawings, specifications, construction warranties and guarantees, tax bills, appraisals, engineering reports, environmental studies, building permit applications, and other reports regarding the Property.

F. Acts Affecting the Property. From and after the date hereof, Seller will refrain from, without the prior written consent of Buyer: (a) modifying the status of the Property for real property tax purposes; (b) performing any improvements, including any grading, excavation or construction upon or about the Property; or (c) creating or incurring, or suffering to exist any development agreement, mortgage, lien, pledge or other encumbrances in any way affecting the Property, other than the Permitted Exceptions (nor shall Seller amend or terminate any Permitted Exception without the prior written consent of Buyer). Seller will observe all laws, ordinances,

regulations and restrictions materially affecting the Property and its use, and will pay taxes on the Property that come due prior to the Closing not later than the Closing.

4. CONDITIONS PRECEDENT.

A. Condition of Title. It shall be a condition to the Close of Escrow that title to the Property be conveyed to Buyer by the Special Warranty Deed (in the form set forth in Exhibit B) subject only to the following conditions of title ("Approved Condition of Title"):

a. a lien to secure payment of real property taxes not delinquent;

b. Those matters set forth on Exhibit C attached to this Agreement; and

c. any matters of record either caused or placed by or on behalf of Buyer, or which were consented to in writing by Buyer (collectively, the "Permitted Exceptions").

B. Title Policy. At Close of Escrow, Seller shall pay for, and Escrow Holder shall furnish Buyer, a standard coverage ALTA owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring Buyer fee simple title to the Property, subject to the usual printed exceptions contained in such title insurance policies and the Permitted Exceptions (the "Report," defined below), and which are not objected to or are waived in the manner described as Approved Condition of Title. In the event Buyer desires an ALTA extended coverage policy, Buyer shall pay the difference in cost between an ALTA extended coverage and a standard coverage ALTA owner's policy, together with all costs associated with any inspections or surveys of the Property required for such additional coverage.

C. Conditions to Close of Escrow.

a. Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction or waiver of the following conditions for Buyer's benefit on or prior to the date designated below:

i. Title. Seller shall deliver fee title to the Property to Buyer subject only to those exceptions constituting the Approved Condition of Title. Seller, at Seller's sole cost and expense, shall diligently and promptly secure the release of any other matter of record ("Title Defect"). Buyer may, but is not obligated, to accept an endorsement from Escrow Holder, "insuring over" any such exception.

ii. Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct as of the Close of Escrow.

b. Conditions to Seller's Obligations. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions:

i. Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of the Project Documents to be performed by Buyer; and

ii. Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow.

5. AS-IS, WHERE IS, WITH ALL FAULTS PURCHASE.

Buyer acknowledges and agrees as follows:

A. That the Property is to be conveyed by Seller to Buyer at the time of Closing in "AS-IS, WHERE-IS, WITH ALL FAULTS"; and

B. That Buyer represents and warrants to Seller that it will have conducted its own independent inspection, investigation, evaluation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller.

6. CLOSING.

A. Closing Date, Costs, and Prorations. Unless Buyer cancels the Agreement and the Escrow related thereto on or before the expiration of the Due Diligence Period, the purchase and sale hereunder shall be closed in the office of the Escrow Holder sixty (60) calendar days after the Opening of Escrow or on such date as is mutually agreed upon by the Parties with written notifications to the Escrow Holder specifying the agreed upon date. Buyer and Seller shall deposit with Escrow Holder all instruments, documents, and monies necessary to complete the sale and purchase in accordance with this Agreement. This Agreement is intended to constitute escrow instruction to Escrow Holder. At Closing, Seller will pay all title insurance premiums for the title policy in the amount of the Purchase Price, except for the additional cost of any extended coverage opted for by Buyer, the cost of which must be paid by Buyer. The Parties will each pay half of the closing escrow fee, recording fees, and the excise or other conveyance tax on this conveyance, if any. Seller and Buyer shall each pay their respective attorneys' fees. Real and Personal Property taxes, if any, payable in the year of Closing, shall be prorated between Seller and Buyer as of 12:00 midnight on the day immediately preceding the Closing Date. If any encumbrance is required to be removed prior to Close of Escrow, in whole or in part, Seller shall discharge such encumbrance or defect or part thereof out of the Purchase Price paid by Buyer at Closing.

B. Seller Closing Documents. At Closing, Seller shall execute and deliver all documents necessary to effect and complete the Closing, including, but not limited to, the following documents:

a. The Special Warranty Deed, duly executed by Seller, acknowledged as required, subject only to the Permitted Exceptions, which deed shall be in Escrow Holder's standard form for recording and accompanied by an Affidavit of Property Value as required by Arizona law. The deed shall comply with A.R.S. § 33-404 to the extent required by applicable law. The Parties may each authorize Escrow Holder to sign the Affidavit of Property Value on their respective behalf;

b. A Certificate of non-foreign status, within the meaning of the Foreign Investment in Real Property Tax Act, duly executed by Seller in the form attached hereto as Exhibit D;

c. A joint Settlement Statement prepared by Escrow Holder for execution by Seller;

d. Deliver to the Escrow Holder evidence satisfactory to it of Seller's authority to execute and deliver the documents necessary to consummate the transaction contemplated thereby;

e. Execute and deliver to Escrow Holder a general assignment of any warranties, approvals or appurtenances related to the Property (the "General Assignment") in a form reasonably acceptable to the Parties;

f. Deliver to Buyer exclusive possession of the Property, free of any leases or occupants.

g. Such other documents as Buyer or Escrow Holder may reasonably request in connection with this transaction.

C. Buyer Closing Documents. At the Closing, Buyer shall execute and deliver all documents and perform such actions necessary to effect and complete the Closing, including, but not limited to, the following:

a. The amounts required under the Purchase Price in cash, cashier's check, wire transfer or other immediately available funds;

b. Execute, acknowledge and deliver the Affidavit of Property Value;

c. A joint Settlement Statement prepared by Escrow Holder for execution by Buyer;

d. Such other documents as Seller or Escrow Holder may reasonably request in connection with this transaction.

7. REPRESENTATIONS AND WARRANTIES.

A. Seller's Representations and Warranties. As of the Effective Date and the Closing Date, Seller represents and warrants to Buyer as follows:

a. Seller is owner and holder of record of fee simple title in and to the Property with full right, power, and authority to transfer it and to perform all of its obligations under this Agreement.

b. All actions on the part of Seller which are required for the execution, delivery, and performance by Seller of this Agreement and each of the documents and agreements to be delivered by Seller at the Closing have been duly and effectively taken.

c. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

d. Seller has no knowledge of any violation of applicable law, ordinance, rule, regulation, or requirement of any governmental agency affecting or relating to the Property (the "Violation"), which renders the sale and transfer of the Property at Closing as contemplated by this Agreement unenforceable. To the extent such Violation is disclosed by Seller or revealed by the Title Documents, Seller covenants to cause to remove the Violation prior to the Close of Escrow.

e. Except with respect to the Project Documents and those matters noted in Exhibit C or liens, claims, encumbrances, or right of any third party placed on the Property by Buyer, there is no transfer, lien, claim, encumbrance, or right of any third party on or existing with respect to the Property or Seller's interest in the Property; and Seller shall indemnify, defend, pay, and hold harmless Buyer for, from, and against any and all such transfers, liens, claims, encumbrances, or rights.

B. Buyer's Representations and Warranties. As of the Effective Date and the Closing Date, Buyer represents and warrants to Seller as follows:

a. Buyer is duly organized, validly existing and in good standing under the laws of the State of its organization, and has full power and authority, and has obtained all required consents, to enter into and to perform its obligations under this Agreement. Each of the persons executing this Agreement on behalf of Buyer has full power and authority and has obtained all required consents to do so, and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated hereby.

b. All entity action on the part of Buyer which is required for the execution, delivery, and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at the Closing has been (or will be by the Closing) duly and effectively taken.

8. REAL ESTATE COMMISSIONS

Each Party hereby represents and warrants to the other that there are no claims for brokerage commission, finder's or similar fees in connection with the transaction contemplated by this Agreement, and each Party hereby agrees to indemnify and hold harmless the Party from any and all liabilities, claims, expenses, costs and damages arising from the claim of any broker, finder, or other agent claiming to have acted on behalf of the indemnifying Party.

9. DEFAULT AND DEFAULT REMEDIES.

A. Seller's Default. If on or before the Closing Date, Seller materially breaches any of the terms of this Agreement and fails to cure such breach within five (5) calendar days following written notice thereof given by Buyer to Seller, Buyer, in its sole election, shall have the right (i) to terminate this Agreement by written notice to Seller and Escrow Holder, in which event Escrow Holder shall release to Buyer the Deposit referred to in Section 2.B. above and Seller shall pay to Buyer damages for due diligence costs and reasonable legal fees in an amount not to exceed $50,000, or (ii) to avail itself of any remedy available to Buyer, at law or in equity, including an action for damages or an action for Seller's specific performance of this Agreement.

B. Buyer's Default. If on or before the Closing Date, Buyer materially breaches the Development Agreement and the Close of Escrow fails to occur by reason of such default, then in any such event, Seller shall not hold Buyer in default of this Agreement until all applicable notice requirements and opportunities to cure set forth in the Development Agreement have expired. In the event of an uncured default of Buyer under the Development Agreement, or a failure of Buyer to cure any default relating to the payment of the Purchase Price within thirty (30) days after written notice of such default from Seller to Buyer, then Seller may instruct Escrow Holder to cancel the Escrow and Seller may terminate this Agreement, in which event the Deposit then in

Escrow Holder shall be paid to Seller as agreed upon liquidated damages, as its exclusive remedy and in full settlement of any claims. Such amount is agreed upon between Seller and Buyer as liquidated damages due to the uncertainty and difficulty of ascertaining and measuring actual damages, and the uncertainty thereof and represents the Parties' reasonable estimate of such damages as a result of Buyer's failure to consummate this transaction and is not intended as a forfeiture or penalty. In such event Buyer and Seller shall be released of any further obligation under this Agreement

10. ESCROW HOLDER.

Buyer may select the escrow agent and title insurance underwriter to administer the escrow and issue the title insurance commitment and policy contemplated in this (the "Escrow Holder"). By its subsequent execution of this Agreement Escrow Holder agrees to perform hereunder and to hold and disburse contract payments as herein provided. Escrow Holder shall not be liable for any acts taken in good faith, shall only be liable for its willful default or gross negligence, and may, in its sole discretion, rely upon the written notices, communications, orders or instructions given by Buyer or Seller. In the event of a dispute between Buyer and Seller under this Agreement sufficient in the discretion of Escrow Holder to justify its doing so, Escrow Holder shall be entitled to tender into the registry or custody of the courts having jurisdiction over such matters all money or property in its hands under the terms of this Agreement, together with such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties under this Agreement.

11. NOTICES.

Any notices, requests, claims, demands, or other communications required or permitted under, or otherwise made in connection with, this Agreement, shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) three (3) business days after mailing by first-class mail, return receipt requested, or (c) on the next business day if transmitted by national overnight courier for next business day delivery (with confirmation of delivery), in each case, addressed as follows (or at such other address for a recipient as shall be specified in a notice given in accordance with this Section):

To Seller:	City of Chandler Cultural Development Department (MS 498) P. O. Box 4008 Chandler, AZ 85244-4008 Attention: Cultural Development Director
With a copy to:	City of Chandler City Attorney's Office P. O. Box 4008 Chandler, AZ 84244-4008 Attention: City Attorney
If to Buyer:	JEMBJACD, LLC 2510 East Buena Vista Place Chandler, AZ 85249 Attention: Jeremy McClymonds Email: Jeremy@RealtyAdvisorAZ.com

With a copy to: Galbut Beabeau, P.C.
6720 N. Scottsdale Road, Suite 305
Scottsdale, Arizona 85253
Attention: Michaile J. Berg, Esq.
Email: mberg@gb.law

If to Escrow Holder: At the address provided in Escrow Holder's Acceptance.

12. MISCELLANEOUS.

A. Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, its validity, enforceability, scope, or subject matter, the prevailing Party shall be awarded its reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

B. Survival. Except as otherwise provided in this Agreement, all warranties, representations, and agreements contained herein or arising out of the sale of the Property by Seller to Buyer (including, but not limited to, Seller's and Buyer's warranties, representations, and agreements) shall survive the delivery and recordation of the Special Warranty Deed, the payment and delivery of the Purchase Price, and the Closing of the purchase and sale of the Property.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflicts of laws principles that would require the application of any other law. Each Party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in Maricopa County, Arizona, in any action related to or arising under this Agreement and agrees that venue is proper in such court.

D. Integration; Modification; Waiver. This Agreement, exhibits, and closing documents pursuant to this Agreement constitute the complete, integrated, and final expression of the Agreement of the Parties relating to the Property. This Agreement cannot be modified except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification is sought.

E. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, the Agreement shall be deemed reformed accordingly, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected hereby.

F. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

G. Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting a closing pursuant to this Agreement may result in loss or

damage to the Party in full compliance with its obligations hereunder. Notwithstanding any period for performance of any Party's obligations contained in any Escrow Instructions, the rights of the Parties hereunder shall be governed by the dates and times set forth in this Agreement.

H. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors, and assigns.

I. Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby and, upon written request from the other Party, to execute, acknowledge and deliver all documents, instruments, and affidavits necessary to give effect to this Agreement and the intent of the Parties.

J. Headings; Construction. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. Seller and Buyer acknowledge that each Party and its counsel have reviewed this Agreement and that the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with the transactions contemplated by this Agreement.

K. Business Day. If the day for performance of any covenant or obligation under this Agreement falls on a Saturday, Sunday, or legal holiday, the date for performance thereof shall be extended to the next Business Day. Similarly, if the date for the performance of any covenant or obligation under this Agreement involving the Escrow Holder falls on a Saturday, Sunday, or legal holiday on which Escrow Holder is closed for business to the public, the date for performance thereof shall be extended to the next Business Day on which Escrow Holder is open for business to the public. The term "Business Day" shall mean a day that is not a Saturday, Sunday, or legal holiday.

L. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement as of the date appearing above.

SELLER:

CITY OF CHANDLER,
an Arizona municipal corporation

By:_____
Joshua H. Wright, City Manager

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CHANDLER CITY ATTORNEY TA

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2023, by Joshua H. Wright, the City Manager of the City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

My Commission Expires:

BUYER:

JEMBJACD, LLC
An Arizona limited liability company

By: _____

Name: JEREMY MCCLYMONDS

Title: MEMBER

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this 19 day of July, 2023, by Jeremy McClymonds, the Member of JEMBJACD, LLC, an Arizona limited liability company.

_____
Notary Public

My Commission Expires:
May 29, 2025

CAROLYN YURI DUNCAN
Notary Public - Arizona
Maricopa County
Commission # 603312
My Comm. Expires May 29, 2025

ESCROW HOLDER'S ACCEPTANCE

The undersigned agrees to act as Escrow Holder in connection with the transaction contemplated by this Agreement:

Name of Company: _____

Name of Escrow Officer: _____

Title: _____

Signature: _____

Date: _____

Address for Notices:

_____

_____

_____

_____

EXHIBIT A

LEGAL DESCRIPTION

Parcel No. 1:

Lot 914, Block I, TOWNSITE OF CHANDLER, according to Book 9 of Maps, page 2, records of Maricopa County, Arizona

Parcel No. 2:

Lot 916, Block I, TOWNSITE OF CHANDLER, according to Book 9 of Maps, page 2, records of Maricopa County, Arizona

EXHIBIT B

Form of Special Warranty Deed

When recorded, return to:
City of Chandler
P.O. Box 4008, Mail Stop 606
Chandler, Arizona 85244-4008
Attn: City Attorney

This document is exempt from Affidavit and Fee requirements pursuant to A.R.S. §11-1134(A)(3).

SPECIAL WARRANTY DEED

For the consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration received, CITY OF CHANDLER, an Arizona municipal corporation ("Grantor"), does hereby grant and convey to JEMBJACD, LLC, an Arizona limited liability company ("Grantee"), the following described real property (the "Property") situated in Maricopa County, Arizona:

> SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF (the "Property').

SUBJECT only to the matters set forth on Exhibit "B" attached hereto and incorporated by this reference.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject only to the matters above set forth.

IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year set forth below.

DATED: _____, 2023.

GRANTOR:

CITY OF CHANDLER,
an Arizona municipal corporation

By:_____
Joshua H. Wright, City Manager

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2023, by Joshua H. Wright, the City Manager of the City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

My Commission Expires:

EXHIBIT A to Special Warranty Deed

Parcel No. 1:

Lot 914, Block I, TOWNSITE OF CHANDLER, according to Book 9 of Maps, page 2, records of Maricopa County, Arizona

Parcel No. 2:

Lot 916, Block I, TOWNSITE OF CHANDLER, according to Book 9 of Maps, page 2, records of Maricopa County, Arizona

EXHIBIT B to Special Warranty Deed

Exceptions/Conditions of Title

EXHIBIT C

Exceptions/Conditions of Title

EXHIBIT D

Certificate of Non-Foreign Status

To inform JEMBJACD, LLC, an Arizona limited liability company ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required by City of Chandler, an Arizona municipal corporation ("Transferor"), who hereby certifies the following:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. Transferor's U.S. employer or tax (social security) identification number is _____.

3. Transferor's address is 175 S. Arizona Avenue, Chandler, Arizona 85225.

4. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Code.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, we declare that we have examined this Certification and to the best of our knowledge and belief it is true, correct, and complete.

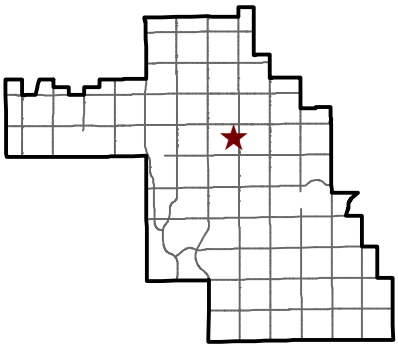
TRANSFEROR

_____

By: Joshua H. Wright, City Manager

200 & 210 S. Oregon Street

Parcel Numbers
303-09-108
303-09-111



CHANDLER arizona

City Council Memorandum Development Services Memo No. DS23-014

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Interim Development Services Director
Louis Kneip, Development Engineering Manager
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Purchase of Repair and Upgrade Services to the City's Fiber Network

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Proposed Motion:

Move City Council approve the purchase of repair and upgrade services to the City's fiber network, utilizing multiple vendors available under the State of Arizona Contract No. CTR062466, Communications Cabling Systems, and the City of Tucson Contract No. 212710, Installation, Maintenance, and Repair of Fiber/Copper Networks, in a combined amount not to exceed $2,411,414.

Background/Discussion:

The City completed a citywide Fiber Assessment in 2020, performing an audit and inventory of key aspects of the fiber infrastructure. From this document, a 10-year Fiber Master Plan capital program was developed to ensure redundancy and diversity needed for seamless operations. The plan lays out a program to update, improve, maintain and operate a fiber optic communications network beneficial to both the City and the public.

This project is 100% funded with American Rescue Plan (ARPA) funding which has been allocated in the Fiscal Year 2023-24 budget to accomplish the projects in this plan. This approval will allow for several of those projects to be accomplished in smaller sections, improving the efficiency and timeliness of those projects by spreading the work among several contractors. This approach allows for multiple projects to be worked on simultaneously throughout the city and minimizes impact to the traveling public.

Evaluation:

The State of Arizona competitively solicited and awarded contracts for cabling communication systems to multiple vendors. The City has a current agreement with the State allowing for the cooperative use of its contracts. The City of Tucson competitively solicited and awarded a contract for installation, maintenance and repair of fiber and copper networks. The City has a current agreement with the City of Tucson allowing for the cooperative use of its contracts. The utilization of both of these contracts, each of which has multiple vendors available, will allow more than one project to be completed at the same time.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
417.1560.5219.6DS099	Capital Grants	Citywide Fiber	$2,411,414	Y

City Council Memorandum **Economic Development** **Memo No.** ED24-001

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Economic Development Director
From: Edyie McCall, Economic Development Senior Program Manager
Subject: Greater Phoenix Economic Council (GPEC) Agreement for Fiscal Year 2023-24

Proposed Motion:

Move City Council approve the Fiscal Year (FY) 2023-24 agreement with the Greater Phoenix Economic Council (GPEC) for regional economic development services, in the amount of $138,532, for the period of July 1, 2023, through June 30, 2024.

Background/Discussion:

The City of Chandler and 21 other communities in the Metro Phoenix area contract with GPEC on an annual basis to receive regional economic development services. The City of Chandler has partnered with GPEC for more than 30 years. Key benefits of this partnership include marketing and business development lead generation.

As part of the City's partnership with GPEC, Economic Development staff participates in regional economic development activities, including responses to GPEC originated business attraction prospects and assisting with the formulation of an Action Plan (Exhibit A). Staff also participates on the Economic Development Directors Team (EDDT) and attends strategic sales missions with GPEC staff.

The annual contract amount for GPEC is based on the State of Arizona Office of Economic Opportunity's 2022 population estimate for Chandler (282,891) multiplied by a fixed amount per capita ($.4897). The City's contracted rate for FY2023-24 is $138,532.

During the last fiscal year, GPEC released 120 Requests for Proposals (RFPs) for businesses seeking to locate in the region, of which City Economic Development staff responded to 50. These RFPs provided Chandler with the opportunity to compete for projects that represented the potential to:

- Add up to 9,474 jobs;
- Absorb up to 10,478,000 square feet of office and industrial space; and
- Invest up to $11.7 billion in capital expenditures

Exhibits in the FY2023-24 contract include an action plan, performance measures, target industries, reporting mechanisms, insurance requirements, and a regional cooperation protocol policy.

Financial Implications:

Funds for the FY2023-24 agreement with GPEC, in the amount of $138,532, are available in the Economic Development cost center account 101.1520.5243.0000.

Attachments

GPEC Agreement

Exhibit A - GPEC Action Plan

Exhibit B - GPEC Performance Measures

Exhibit C - Targeted Industries

Exhibit D - Reporting Mechanism for Contract Fulfillment

Exhibit E - Insurance Requirements

Exhibit F - Regional Cooperation Protocol Policy

AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF CHANDLER

The City Council of the CITY OF CHANDLER, an Arizona municipal corporation (the "City"), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL ("GPEC"), an Arizona non-profit corporation. The purpose of this agreement ("Agreement") is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2023 - June 30, 2024 ("FY2024"). The City and GPEC may be referred to individually in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. **MISSION:** Attract and grow quality businesses and advocate for Greater Phoenix's competitiveness.

B. **GOALS**: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.

2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. **RETENTION AND EXPANSION POLICY:**

1. GPEC's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.

2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.

3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.

4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. **ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** ("GPEC Action Plan"). The City shall be informed of any changes in the adopted Action Plan which will materially affect or alter the priorities

established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

E. **PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2023.

In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement which will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE CITY

A. **STAFF SUPPORT OF GPEC EFFORTS:** The City shall provide staff support to GPEC's economic development efforts as follows:

1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC.

2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City.

3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO.

4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building databases and private sector real estate industry interfaces.

5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request.

6. In order to enable GPEC to be more sensitive to the City's requirements, the City shall, at its sole option, deliver to GPEC copies of any City-approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives.

7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself.

8. The City agrees to work with GPEC to improve the City's Competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries"**).**

B. **RECOGNITION OF GPEC:** The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE:

Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION:

1. The City agrees to pay **$138,532** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2024, as set forth in this Agreement. This amount is based on approximately $.4897 per capita, based upon the 2022 Office of Economic Opportunity population estimate, which listed the City as having a population of **282,891**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC.

2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City.

3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC.

4. GPEC shall submit invoices for payment on a quarterly basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E. above no later than December 31, 2023, no payments shall be made hereunder until the City receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

C. COOPERATION:

1. The Parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPEC's goals for FY2024. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.

2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2025 contract.

3. The City agrees to work with GPEC during FY2024 to develop a revised public sector funding plan, including a regional allocation formula for FY2025, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

A. COVENANT AGAINST CONTINGENT FEES: GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.

B. PAYMENT DEDUCTION OFFSET PROVISION: GPEC recognizes the provisions of the City Code of the City of Chandler which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.

C. ASSIGNMENT PROHIBITED: No Party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and have no effect.

D. INDEPENDENT CONTRACTOR; NO AGENCY: Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

E. **INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Contract, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Councilmembers, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any Party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified Party.

Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified Party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified Party.

F. **INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

G. **GRATUITIES:** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City. Activities by an officer or employee of the City while engaged in official business with GPEC, shall not be deemed a gratuity.

H. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees placed by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.

3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.

4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.

I. **COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED**. GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the American with Disabilities Act, and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

1. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC or any subconsultants providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract. The City retains the legal right to inspect the papers of any employee of GPEC or any subconsultant who works on this Agreement to ensure compliance with this warranty.

2. The City may conduct random verification of the employment records of GPEC and any of its subconsultants who work on this Agreement to ensure compliance with this warranty.

3. The City will not consider GPEC or any of its subconsultants who work on this Agreement in material breach of the foregoing warranty if GPEC and such subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

4. The provisions of this Section I must be included in any contract GPEC enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract to provide services under this Agreement. As used in this Section I "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

5. GPEC certifies that it is not currently engaged in and agrees for the duration of the Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393

6. In accordance with Arizona Revised Statutes § 35-394, GPEC hereby certifies and agrees that GPEC does not currently and shall not for the duration of this Agreement use 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If GPEC becomes aware during the term of this Agreement that GPEC is not in compliance with this Section, then GPEC shall notify the City within five (5) business days after becoming aware of such noncompliance. If GPEC does not provide the City with written certification that GPEC has remedied such noncompliance within one hundred eighty (180) days after notifying the City of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

J. **TERMINATION.** City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

K. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS**. GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

L. **INSTITUTION OF LEGAL ACTIONS**. Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing Party in such action will be entitled to reimbursement by the other Party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

M. **APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.

N. **CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the Parties, each Party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.

O. **CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.

P. **NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City:
Micah Miranda
Economic Development Director
City of Chandler
PO Box 4008, MS 416
Chandler, Arizona 85244
Phone: 480-782-3035
FAX: 480-782-3040

If to GPEC:
Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
Phone: (602) 256-7700
FAX: (602) 256-7744

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either Party may change its mailing address or the person to receive notice by notifying the other Party as provided in this paragraph.

Q. **TRANSACTIONAL CONFLICT OF INTEREST.** All Parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

R. **NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

S. **NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

T. **SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

U. **CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

V. **NO THIRD PARTY BENEFICIARIES.** No creditor of either Party or other individual or entity shall have any rights, whether as a third-Party beneficiary or otherwise, by reason of any provision of this Agreement.

W. **DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW.** This agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the City must:

1. Seek the highest level of protection available; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

X. **ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including ten (10) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the Parties.

Exhibit A – GPEC Action Plan
Exhibit B – GPEC Performance Measures
Exhibit C – Targeted Industries
Exhibit D – Reporting Mechanism for Contract Fulfillment
Exhibit E – Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement this _____ day of _____, 2023.

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Kevin Hartke, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

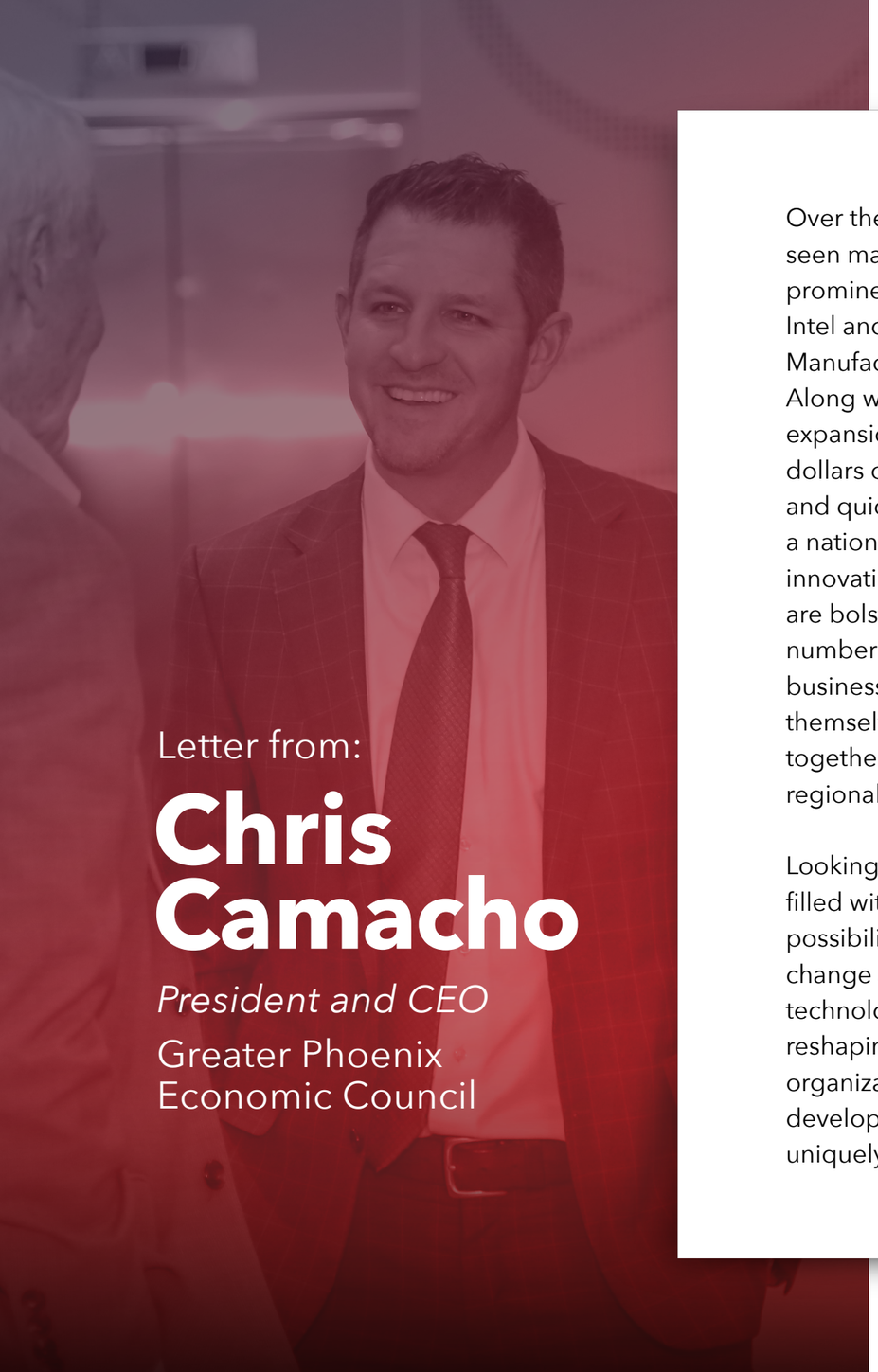
By:_____
Chris Camacho
President & Chief Executive Officer

GREATER PHOENIX ECONOMIC COUNCIL

Action Plan FY24

Greater Phoenix Economic Council

gpec.org // 602.256.7700



Letter from:

Chris Camacho

President and CEO

Greater Phoenix Economic Council

Over the past year, this market has seen major expansions planned by prominent companies, including Intel and Taiwan Semiconductor Manufacturing Company (TSMC). Along with their suppliers, these expansions are bringing billions of dollars of investments to the region and quickly making Greater Phoenix a national hub of semiconductor innovation. These legacy investments are bolstered by an increasing number of startups and small businesses choosing to establish themselves in Greater Phoenix – together growing and diversifying the regional economy.

Looking toward the future, I am filled with a sense of excitement and possibility. This is a time of rapid change and transformation. New technologies, ideas and industries are reshaping the world around us. As an organization dedicated to economic development and job creation, we are uniquely positioned to help shape that future. This innovative undercurrent is reflected in the vibrant momentum of Greater Phoenix, recognized as one of the fastest-growing and most dynamic metropolitan areas in the United States.

At GPEC, we believe Greater Phoenix has the potential to be a global leader in innovation, entrepreneurship and sustainability. This market is home to the most dynamic and forward-thinking businesses in the world. Paired with a talented and diverse workforce, we are poised to meet the challenges of the future.

We cannot achieve this vision alone. It takes a collective effort from business leaders and policymakers to realize the full potential of a region. We must work together to create a welcoming environment for new ideas and new investments. A market that fosters creativity and collaboration ensures everyone is given the opportunity to succeed.

"At GPEC, we believe Greater Phoenix has the potential to be a global leader in innovation, entrepreneurship and sustainability."

The tactics outlined in this action plan will promote Greater Phoenix as a leading market that drives innovation in a dynamic, anti-fragile and equitable economy where all residents benefit and prosper, and reinforces GPEC's place as a preeminent economic development organization, providing value to its private and public sector partners.

Thank you for your continued support and dedication to our shared vision.

Chris Camacho
President & CEO, **GPEC**

Our Mission

To attract and grow quality businesses, and advocate for Greater Phoenix's competitiveness.

Our Values

The GPEC Way

- We are an inclusive, diverse family
- We are change agents
- We lead from the front
- We promote intellectual curiosity
- We remain on the edge
- We are tenacious
- We are agile and adapt to change
- We are committed to selfless service

Our Vision

Be the leading market driving innovation in a dynamic, anti-fragile and equitable economy that enables all residents to benefit and prosper.

Photo credit: Visit Phoenix

FY23-25 Strategic Plan Goals:

GOAL 1

Lead an ambitious shared vision for the region's economic future

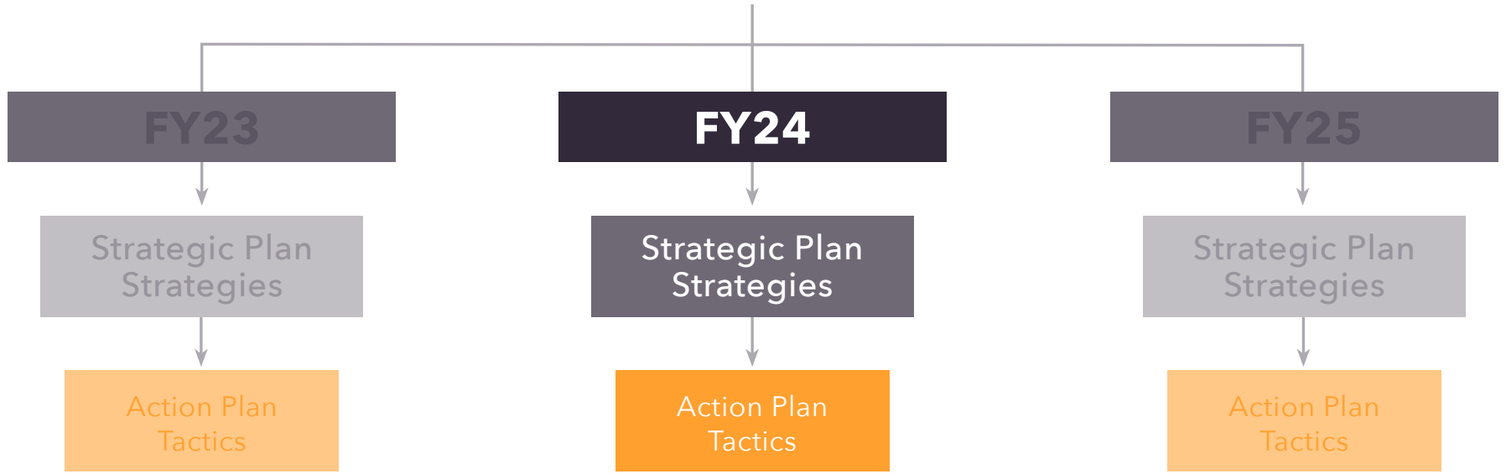
GOAL 2

Enhance the foundation of the future economy with a focus on emerging and innovation-driven industry sectors

GOAL 3

Expand organizational capacity to serve the Greater Phoenix economic ecosystem and meet the needs of the market

Three-year Strategic Plan Goals



FY24: Strategies and Tactics

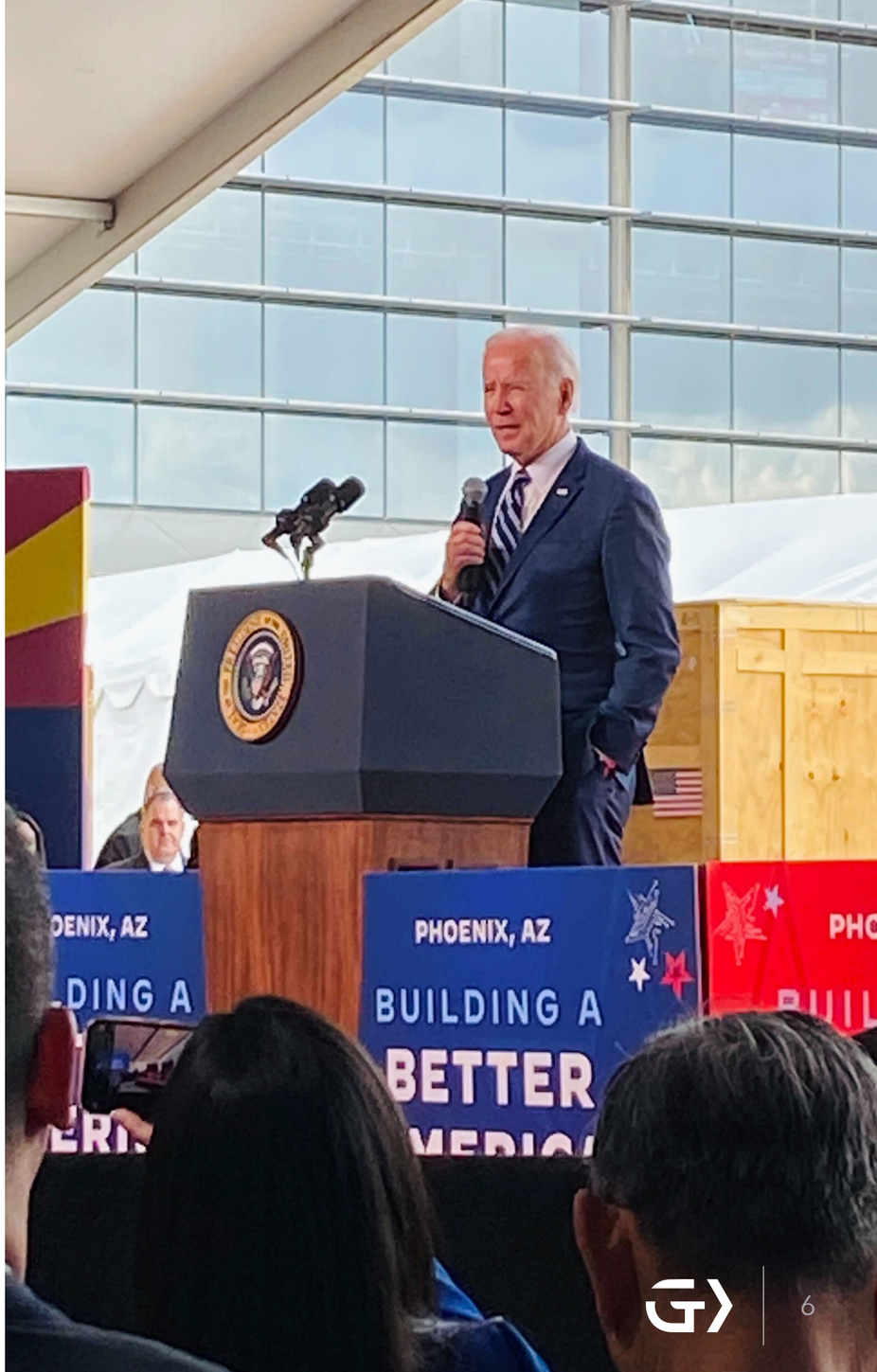
Working collaboratively with partners at the local, state and federal level FY24 will focus on amplifying opportunities for action on economic imperatives impacting the Greater Phoenix region.

Strategies

- Convene the community to articulate a vision for the region's future and inspire action around key economic imperatives
- Drive conversations around policy priorities that enhance the pillars of an innovation economy such as infrastructure, education and workforce development, smart and agile land use, and a capital-friendly environment
- Be a leading voice regionally and nationally on economic development priorities and strategies

Tactics:

- Establish regional economic health metrics and share them through a centralized resource
- Continue to monitor and amplify messages addressing regional imperatives to encourage progress
- Provide a platform for organizations working to address regional imperatives that expands their reach
- Advocate for Greater Phoenix's economic roadmap with to state leadership to gain key investments
- Continue publishing thought leadership that drives a strategic regional vision using data and analytics
- Utilize the Washington D.C. ExecMission to advocate for the region's federal priorities by addressing key decision-makers
- Host the 2024 IEDC Leadership Summit
- Utilize owned media channels to amplify regional messaging and grow GPEC's influence
- Continue to advocate for national competitiveness by serving on the Secretary of Commerce's Investment Advisory Council
- Pursue national media opportunities to elevate the region and proactively shape narratives about Greater Phoenix
- Engage site selection consultants and key multipliers to enhance awareness about Greater Phoenix



STRATEGIC PLAN GOAL 2

FY24: Strategies and Tactics

FY24 will build on the successes of the past year, proactively engaging audiences nationally and internationally to reinforce Greater Phoenix as a premier location for investment and expansion.

Strategies

- Fortify business attraction efforts to remain best-in-class and execute on sector-focused strategies
- Enhance the perception of the Greater Phoenix market as a premier location for people and businesses to live, grow and work
- Lead on data analytics and cutting-edge research capabilities to provide intelligence to clients and stakeholders
- Intensify support for regional entrepreneurship with a focus on equity, capital strategies and innovation in collaboration with regional partners

Tactics:

- Share success stories of companies expanding and relocating to the region
- Convey key messaging that resonates with international audiences to draw attention to Greater Phoenix on the international stage
- Collaborate with international groups to enhance international connectivity and support foreign direct investment and expansion in Greater Phoenix

- Maintain consistent messaging on key topics and regional competitiveness by providing stakeholders with accurate data and information
- Highlight resources for new residents and companies to assist in their full integration into the Greater Phoenix ecosystem
- Leverage key stakeholder and partner expertise to enhance messaging

- Develop and circulate data and tools that assess market risk, workforce availability, and economic vitality while identifying upcoming trends
- Continue to collaborate with partner organizations to provide unique data and analytics that inform activities related to regional economic imperatives
- Utilize qualitative and quantitative data points to develop compelling narratives

- Continue to support efforts in-market that highlight the regional entrepreneurship ecosystem and growth companies to attract capital interest
- Showcase and publicize local companies that receive investment via GPEC's channels

FY24: Strategies and Tactics

Building on its strong foundation, GPEC will continue to leverage internal strengths in FY24 to ensure organizational health and demonstrable value to its stakeholders while maintaining best-in-class processes and talent.

Strategies

- Grow capacity through increased investment and diversified funding to provide resources that enable execution against strategic economic initiatives
- Coordinate with key stakeholder groups to enable an agile response to the needs of Greater Phoenix
- Evaluate organizational metrics to measure impact beyond business attraction
- Invest in and fortify internal capabilities through recruitment and professional development to maintain a best-in-class economic development team anchored in innovation
- Evaluate best practices and bylaws to ensure the GPEC's Board of Directors remains high-caliber and activated to support the organizational mission

Tactics:

- Build on GPEC's strong reputation to garner more public company investment
- Evaluate federal opportunities for funding that encourages innovation and cluster development in the region
- Provide unparalleled value to investors and maintain high levels of recurring investment

- Grow the reach of GPEC's Regional Reports and Ambassador program to engage regional stakeholders with captivating content that provides education about the region
- Work with communities via the Community Partnership Program to initiate creative solutions and innovative best practices
- Collaborate with research and economic development professionals across organizations to hone best practices in addressing regional needs

- Evaluate and benchmark peer regions to improve upon best practices and understand competitive market advantages
- Leverage stakeholder expertise to implement new metrics

- Continue to highlight GPEC staff as experts in their respective fields via recognition, certification and speaking opportunities
- Provide professional development opportunities to enhance knowledge and depth of economic development practices
- Remain preeminent in systems management
- Ensure GPEC is a top regional and national employer by sustaining a focus on diversity, equity and inclusion measures

- Engage GPEC's Board through creative opportunities for mutual support of organizational missions and further connection with staff and stakeholders
- Activate Board experience to support GPEC in the execution of priority initiatives

Metrics and Budget Overview

GPEC calculated the metrics for FY24 based on historical performance and recent trends in office and industrial prospect activity.

	FY24 Metrics		
	Contract	Target	Stretch
Payroll (in Millions)	$412.84	$458.71	$504.58
Jobs	7,060	7,845	8,629
- High-Wage Jobs	3,738	4,153	4,569
Average High-Wage Salary	$66,243	$73,603	$80,963
Qualified Prospects	233	259	285
- Qualified International Prospects	43	48	53
GPEC Assists	10	12	14
Stakeholder Satisfaction with Business Attraction [1]	7.0	7.3	7.6
Community Return on Investment [2]	40:1	44:1	48:1
Stakeholder Satisfaction with Competitive Position [1]	7.0	7.3	7.6

[1] Average result from respondents of EDDT and Board of Directors end of year surveys

[2] ROI is calculated as a ratio of direct revenue from GPEC locates divided by funding from GPEC member communities

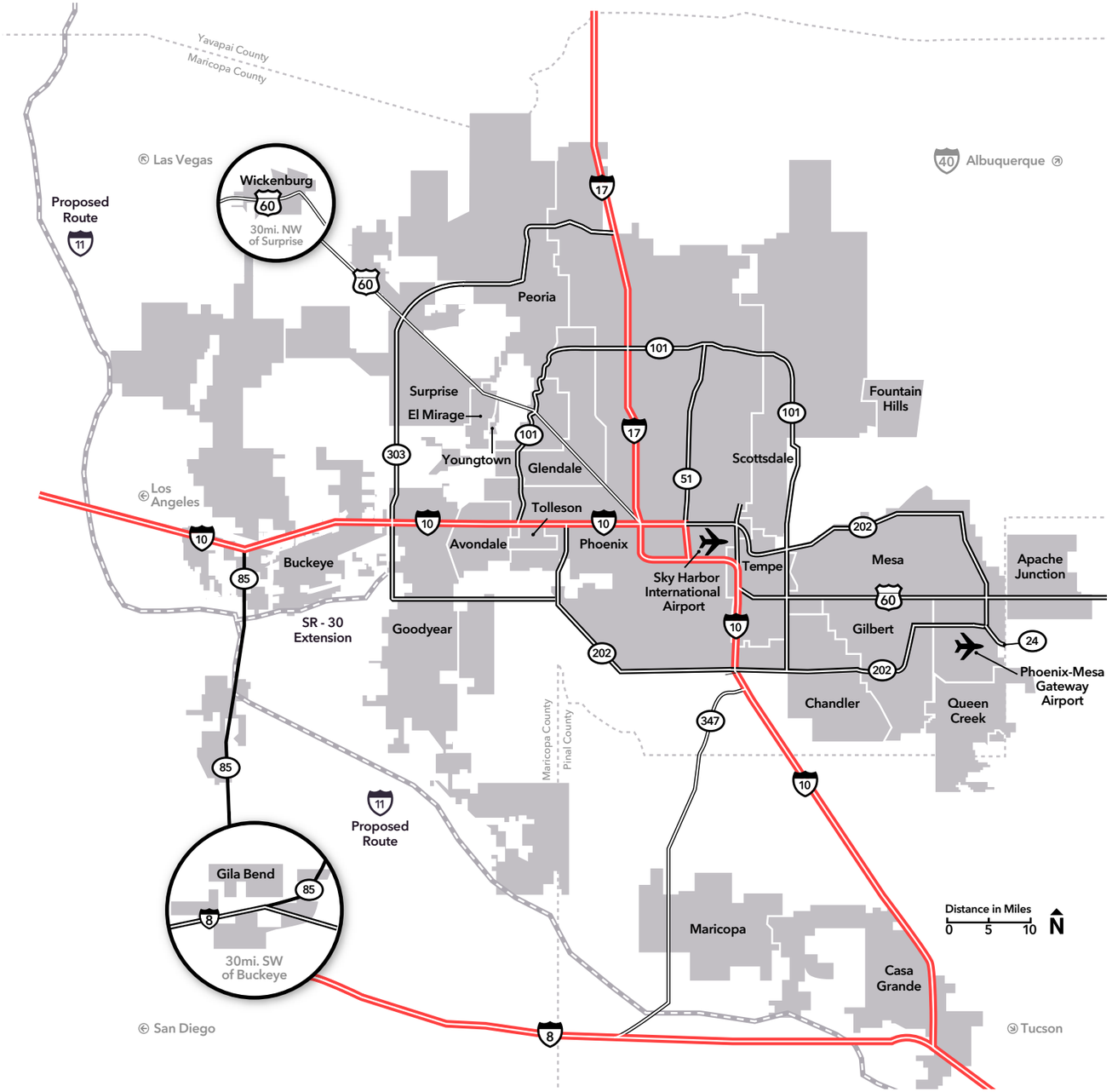
Revenues	Approved FY24	Approved FY23	YOY Var. $	YOY Var. %
City/County Contract Revenue	$2,863,157	$2,822,580	$40,577	1%
Pledge Revenue	$4,020,525	$3,783,476	$237,049	6%
New Pledges	$425,000	$500,000	$(75,000)	(15%)
In-Kind Contributions	$140,500	$140,500	$-	0%
Special Events & Programs	$202,000	$181,609	$20,391	11%
Sponsorship Income	$320,000	$281,000	$39,000	14%
Grant Income	$-	$-	$-	0%
Other Income	$1,000	$1,000	$-	0%
Total Revenue	**$7,972,182**	**$7,710,165**	**$262,017**	**3%**

Expenses	Approved FY24	Approved FY23	YOY Var. $	YOY Var. %
Business Development	$772,695	$716,878	$55,817	8%
Marketing & Communications	$538,268	$474,278	$63,990	13%
Research & Analytics	$297,988	$261,720	$36,268	14%
Engagement	$168,197	$167,647	$550	0%
Strategy	$-	$67,680	$(67,680)	(100%)
Regional Initiatives	$245,365	$249,235	$(3,870)	(2%)
Operations	$467,681	$474,270	$(6,589)	(1%)
Personnel	$4,972,596	$5,072,166	$(99,570)	(2%)
Facilities	$577,001	$561,033	$15,968	3%
Special Events & Programs	$249,000	$181,609	$67,391	37%
Total Expenses	**$8,288,791**	**$8,226,516**	**$62,275**	**1%**
Net Income/(Loss)	**$(316,609)**	**$(516,351)**	**$199,742**	**(39%)**

Our Communities

22 cities, towns & Maricopa County

- Apache Junction
- Avondale
- Buckeye
- Casa Grande
- Chandler
- El Mirage
- Fountain Hills
- Gila Bend
- Gilbert
- Glendale
- Goodyear
- Maricopa
- Mesa
- Peoria
- Phoenix
- Queen Creek
- Scottsdale
- Surprise
- Tempe
- Tolleson
- Wickenburg
- Youngtown



Investors

Visionary Level

Champion Level

Accelerator Level

Builder Level

- Acronis SCS
- Air2o
- Alliance Bank of Arizona
- American Airlines
- American Express
- Arizona Coyotes
- Arizona Diamondbacks
- Arizona Republic / LOCALiQ
- Bank of America
- Banner Health
- Benchmark Electronics, Inc.
- BMO Harris Bank
- BOK Financial
- Brookfield Residential
- CBRE
- Chicanos Por La Causa
- Clayco
- Cousins Properties, Inc.
- Creighton University
- Desert Financial Credit Union
- Dignity Health
- DMB Associates
- DSV
- Early Warning
- EMD Electronics
- Empire Southwest
- Ernst & Young
- Freeport McMoRan Inc.
- Global Credit Union
- Goodmans Interior Structures
- Goodwill of Central and Northern Arizona
- Grand Canyon University
- Helios
- Hensel Phelps
- Honeywell
- HonorHealth
- Intel Corporation
- Isola Group
- JE Dunn Construction
- Kitchell
- Knight-Swift Transportation
- M Culinary
- Mayo Clinic
- MidFirst Bank
- Mortenson
- Oaktree Capital Management
- On Q Financial
- Perkins Coie LLP
- Phoenix Suns
- Pivotal Group
- Polsinelli
- Quarles & Brady
- Rise48 Equity
- Sherman & Howard
- Snell & Wilmer LLP
- Squire Patton Boggs
- Valley Metro
- Valley of the Sun United Way
- Vitalant
- Weitz Company

Advocate Level

- Aerotek
- Aetna
- Alston Construction
- Archicon L.C. Architecture
- Arizona Israel Technology Alliance
- Baker Development
- Bell Bank
- Blue Cross Blue Shield of Arizona
- Bridge Relocation Concierge
- Bristol Myers Squibb
- BRPH
- Bryan Cave Leighton Paisner LLP
- Brycon Construction
- Burns & McDonnell
- Cancer Treatment Centers of America
- CapRock Partners
- Colliers International
- Commonwealth Land Title National Commercial Services
- Cresa
- Crescent Crown Distributing
- Crown Realty & Development
- Cushman & Wakefield
- Davis Architecture
- De Rito Partners
- Deloitte
- Deutsch Architecture Group
- DFDG Architecture
- Dircks Moving & Logistics
- DLR Group
- DP Electric
- DPR Construction
- El Dorado Holdings
- EmployBridge
- Enterprise Bank & Trust
- Equality Health
- Everest Holdings
- Expedient
- FCL Builders
- FirstBank
- Flinn Foundation
- Gammage & Burnham
- GCON
- Global Roofing Group
- Gray Construction
- Graycor Construction
- Green Maple Law Group
- Haydon Building Corp
- hardison/downey construction
- Hensley
- Hines
- Holualoa Companies
- HotFoot Recruiters
- Hunt, Guillot & Associates, LLC
- Immedia
- Irgens
- JLL
- Land Advisors Organization
- Lee & Associates
- Lincoln Property Company
- Mack Real Estate Group
- Meritage Homes
- MHG Relocation Services
- MST Solutions
- Nationwide Realty Investors
- Northern Trust
- Off Madison Ave
- Okland Construction
- Olsson
- OneAZ Credit Union
- Opus Development Company
- Page
- Partners Personnel
- Pathward
- Phoenix Children's Hospital
- Preferred Lending Partners
- Rexco
- Rider Levett Bucknall
- RK Logistics Group
- RSM
- Ryan Companies US Inc.
- SDB Contracting Services
- Silicon Valley Bank
- Skanska
- SmithGroup
- Social Television Network (STN)
- Southwest Airlines
- Southwest Gas Corporation
- Spencer Fane LLP
- Sunbelt Holdings
- Sundt Construction
- Terracon
- The Howard Hughes Corporation
- The Plaza Companies
- Trammell Crow Company
- Transwestern Commercial Services
- TSMC
- University of Arizona
- USAA
- ViaWest Group
- Wespac Construction, Inc
- Wexford Science + Technology
- Willmeng Construction
- Wist Office Products

Supporter Level

- Air Products and Chemicals, Inc.
- Arizona Community Foundation
- Atmosphere Commercial Interiors
- Avnet Inc.
- BNSF Railway
- Caliber Companies
- Carvana
- Chicago Title Insurance Company - Arizona
- CoStar Group
- Cypress Office Properties
- Enterprise & National Car Rental
- Equity Land Group
- Girl Scouts – Arizona Cactus - Pine Council
- Globe Corporation
- Horrocks Engineers
- Industrial Storage
- KTAR
- Lyft
- Macerich
- Merit Partners
- Meta
- Midwestern University
- MSSBTA
- National Bank of Arizona
- Newmark Knight Frank
- Northrop Grumman
- Prologis
- qBotica
- RED Development
- Resolution Copper
- Sunstate Equipment Company
- TerraCap Management
- The Austin Company
- Trinity Capital Investments
- Union Pacific Railroad
- Van Trust Real Estate LLC
- Western State Bank
- WhiteHaven
- Zillow

As of May 3rd, 2023

Connect. Engage. Listen. Share.

Engage with us year-round for timely updates on the innovative ways we're advancing Greater Phoenix, *together*.

EXHIBIT B

GPEC PERFORMANCE MEASURES
FY 2024

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1.	**Payroll Generated**	**$412.84M**
2.	**Total Number of Jobs Created**	**7,060**
3.	**Total Number of High-Wage Jobs[1]**	**3,738**
4.	**Average High-Wage Salary**	**$66,243**
5.	**GPEC Assists[2]**	**10**
6.	**Number of Qualified Prospects**	**233**
7.	**Number of Qualified International Prospects**	**43**
8.	**Community Return on Investment[3]**	**40:1**

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently $59,245).
2. GPEC Assists: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size for example; and would otherwise be listed as "non-reported locates."
3. ROI is calculated as a ratio of direct revenue from GPEC locates to all member communities divided by funding from GPEC member communities

EXHIBIT C

TARGETED INDUSTRIES
FY2024

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2024, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; and Software.

Member communities will target the following:

Apache Junction
Manufacturing (focus on electronic equipment & components and electric & autonomous vehicles), distribution/logistics, retail, and hospitality/entertainment/tourism

Avondale
Healthcare; hospitality/tourism; manufacturing & logistics, technology; retail & entertainment; and technology

Buckeye
Advanced business services; renewable energy; high tech (data center and services); environmental technology/sustainability; standard and advanced manufacturing; medical and educational institutions; logistics/transportation/distribution; small business/incubator; aerospace/aviation; and ag-tech

Casa Grande
Advanced manufacturing; automotive technology; transportation/logistics; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

Chandler
Advanced business services; corporate/regional headquarters; healthcare; advanced manufacturing; software development; aerospace/aviation; automotive technology; and applied research

El Mirage
Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; and aerospace aviation

Fountain Hills
Advanced business services; financial services; healthcare, medical, bio-life sciences and wellness; entrepreneurship/small business; tourism; and retail

Gila Bend
Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; and heavy industrial

Gilbert
Aerospace/aviation and defense; advanced business and professional services; finance and insurance; healthcare and education services; information communication technology; manufacturing; clean and renewable technology; and related corporate/regional headquarters

Glendale
Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

Goodyear
Advanced business services; advanced manufacturing; medical manufacturing; aerospace, aviation and defense; corporate and regional headquarters; entrepreneurial/start-ups; technology; healthcare and biomedical (treatment, medical diagnostics, research & development); and higher education

Maricopa (City)
Professional and business services; healthcare services; small business and entrepreneurship; higher education and education technology; agribusiness/agrisciences; and visitor/hospitality commerce; semiconductor; EV manufacturing; high tech; and research and development

Mesa
Standard and advanced manufacturing including medical device; automotive technology and aerospace/aviation/defense; advanced business services; cybersecurity; information technology; healthcare/life sciences; mission critical operations; tourism; regional and corporate centers; and research & development

Peoria
Advanced business and financial services; aerospace/airport; advanced manufacturing; bioscience and healthcare; technology and innovation; innovation; and research and development

Phoenix
BioSciences/healthcare; advanced business services; advanced manufacturing; data centers; sustainable enterprises; emerging industries, EV and their supply chains; higher education; trade and FDI; circular economy; food system entrepreneurship and innovation

Queen Creek
Advanced Manufacturing; agritainment/destination tourism; healthcare; I.T./software; and business services

Scottsdale
IT services and software; financial and insurance services and technology; healthcare services and innovation; logistics Management; tourism; and corporate headquarters

Surprise
Advanced business services; advanced manufacturing and rail-served industry; corporate/regional headquarters innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; signature retail; specialty services for global companies/FDI; tourism and hospitality

Tempe
Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development,

treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; software as a service; clean tech, renewable energy and manufacturing

Tolleson
E-Commerce/fulfillment centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

Wickenburg
Resort/tourist-oriented development; healthcare with an emphasis on behavioral health; transportation & distribution; expanded retail opportunities; senior industries, equestrian and rodeo industries

Youngtown
Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2024

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				
COMMUNITY RETURN ON INVESTMENT				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; and Software)

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/13 or any replacements thereof)

General Aggregate/ per Project
Products-Completed Operations Aggregate
Personal & Advertising Injury
Each Occurrence
Fire Damage (Any one fire)
Directors and Officers
Medical Expense (Any one person) Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles (Form CA 0001, ed. 10/13 or any replacement thereof) Combined Single Limit Per Accident for Bodily Injury and Property Damage

3. Workers' Compensation and Employers' Liability
Workers' Compensation Statutory
Employers' Liability

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

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

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

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

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

E. **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

F. **Verification of Coverage**. GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

G. **Approval**. During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Regional Cooperation Protocol Policy
Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.

2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.

3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.

4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.

5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.

6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).

7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.

8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.

9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.

10. Agree that the consideration of a future community to GPEC's membership will be brought before

EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.

12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.

13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.

14. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.

15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTS will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.

16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.

City Council Memorandum **Human Resources** **Memo No.** N/A

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua Wright, City Manager
Tadd Wille, Assistant City Manager
Rae Lynn Nielsen, Human Resources Director
From: Fernanda Acurio, Benefits & Compensation Manager
Subject: Resolution No. 5716, Approving and authorizing execution of Amended and Restated Retirement Health Savings Adoption Agreements for employees and elected officials to increase the City contribution based on years of service at the time of retirement, increase employees' annual maximum mandatory leave contribution, and reduce minimum service for plan participation

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5716 authoring execution of Amended and Restated Retirement Health Savings Adoption Agreements for Plan No. 801217 (Employees) and Plan No. 801218 (Council Members) to increase the City's contribution based on years of service, increase employees' annual maximum mandatory leave contribution, and reduce minimum service for plan participation.

Background:

On February 23, 2006, the City Council approved Administrative Services Agreements between the City of Chandler and MissionSquare (formerly ICMA Retirement Corporation) to provide administrative and investment services for the City's Retirement Health Savings Plans for current employees (Plan No. 801217), City Council Members (Plan No. 801218), and a group of individuals in the former Medical Expense Reimbursement Plan ("MERP") (Plan No. 801427). On December 13, 2007, the City Council approved Retirement Health Savings Adoption Agreements applicable to each of the three covered groups; the various Retirement Health Savings Adoption Agreements were amended and restated in May 2009, October 2009, March 2015, and October 2017.

Discussion:

This amendment of the Retirement Health Savings Adoption Agreements for Plans No. 801217 and 801218 is necessary to increase the City's contribution based on years of service at the time of retirement from $800.00 per year of service to $900.00 and to ratify administratively approved changes to employees' annual maximum mandatory leave contribution and minimum service for plan participation. This change was, in part, due to items negotiated in the meet and confer process to be effective July 1, 2023. Due to the IRS restrictions of the plan, the changes are applied to all employees.

Financial Implications:

Based on a three-year average of the number of City employee retirees, the estimated annual increase is projected at $130,000. This increase, however, is dependent on and will fluctuate based upon the number of retirees and their years of service.

Attachments

Resolution No. 5716

Agreement 801217

Agreement 801218

RESOLUTION NO. 5716

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AND AUTHORIZING EXECUTION OF AMENDED AND RESTATED RETIREMENT HEALTH SAVINGS ADOPTION AGREEMENTS FOR THE RETIREMENT HEALTH SAVINGS PLAN BENEFIT APPLICABLE TO CURRENT EMPLOYEES (PLAN NO. 801217) AND ELECTED OFFICIALS (PLAN NO. 801218) TO INCREASE THE CITY CONTRIBUTION BASED ON YEARS OF SERVICE AT THE TIME OF RETIREMENT, INCREASE EMPLOYEES' ANNUAL MAXIMUM MANDATORY LEAVE CONTRIBUTION, AND REDUCE MINIMUM SERVICE FOR PLAN PARTICIPATION.

WHEREAS, on December 15, 2015, The City of Chandler Arizona phased out the Medical Expense Reimbursement Plan (MERP) and implemented a Retirement Health Savings Plan for employees and elected officials; and

WHEREAS, on February 23, 2006, the City Council approved Administrative Services Agreements between the City of Chandler and MissionSquare (formerly ICMA Retirement Corporation) to provide administrative and investment services for the City's Retirement Health Savings Plans for current employees (Plan No. 801217), City Council Members (Plan No. 801218), and a group of individuals in the former Medical Expense Reimbursement Plan ("MERP") (Plan No. 801427); and

WHEREAS, on December 13, 2007, the City Council approved Retirement Health Savings Adoption Agreements applicable to each of the three covered groups; and

WHEREAS, the various Retirement Health Savings Adoption Agreements were amended and restated in May 2009, October 2009, March 2015, and October 2017; and

WHEREAS, amendment of the Retirement Health Savings Adoption Agreements for Plans No. 801217 and 801218 is necessary to increase the City's contribution based on years of service at the time of retirement and to ratify administratively approved changes to employees' annual maximum mandatory leave contribution and minimum service for plan participation.

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

Section 1. The Amended and Restated Employee Retirement Health Savings Adoption Agreement for Plan No. 801217 (attached as Exhibit A) and Employee Retirement Health Savings Plan Adoption Agreement for Plan No. 801218 (attached as Exhibit B), are hereby approved to increase the City's contribution based on years of service at the time of retirement, effective July 1, 2023, and ratify an administratively approved increase to employees' annual maximum mandatory leave contribution and reduction in minimum service for plan participation.

Section 2. The Mayor is hereby authorized to execute the Amended and Restated Retirement Health Savings Plan documents on behalf of the City.

Section 3. The City's officers and employees shall perform all acts necessary to give effect to this Resolution and implement the Amended and Restated Retirement Health Savings Plans.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this ____ day of _____, 2023.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5716 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on ____ day of _____, 2023, and the quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY REL

Resolution 5716
Exhibit A

MissionSquare
RETIREMENT

MissionSquare RHS Adoption Agreement

Plan No. 801217

MissionSquare Retirement Health Savings (RHS) Adoption Agreement

Plan Number: 8 01217

Select as applicable:

_ Standalone RHS _ Integrated RHS x Amendment to Existing Plan

I. Employer Name: City of Chandler State: Arizona

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Plan Dates:

A. Plan Amendment Effective Date 7/1/2023

B. Plan Year: Enter the annual accounting period for the RHS program. 1/1 to 12/31

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer: Retiree Welfare Benefits Plan

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the Employer's welfare benefits plan identified in Section IV. (check all applicable boxes):

All Employees

All Full-Time Employees

Non-Union Employees

Public Safety Employees – Police

Public Safety Employees – Firefighters

General Employees

Collectively-Bargained Employees (Specify unit(s)) _____

x Other (specify group(s)) All full-time employees & regular benefit eligible part-time employees

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan is in whole or part a non-collectively bargained plan that allows reimbursement for medical expenses other than insurance premiums, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is See attachment A (write N/A if no minimum service is required).

2. Minimum age: The minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings," including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: Gross wages

B. Direct Employer Contributions and Mandatory Contributions

Contributions for participants include:

1. Direct Employer Contributions

   The Employer shall contribute on behalf of each Participant

   | _____% of Earnings*

   $_____ each Plan Year

   A discretionary amount to be determined each Plan Year

   × Other (describe): See Attachment A

2. Mandatory Employee Compensation Contributions

   The Employer will make mandatory contributions of Employee compensation as follows:

   Reduction in Salary – _____% of Earnings or $_____will be contributed for the Plan Year.

   Decreased Merit or Pay Plan Adjustment – All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

   An Employee shall not have the right to discontinue or vary the rate of mandatory contributions of employee compensation.

3. Mandatory Employee Leave Contributions

   The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining mandatory employee leave contributions):

   Accrued Sick Leave _____

   × Accrued Vacation Leave Excess vacation leave over 240 hours with a max of 95 hours

   Other (specify type of leave) Accrued Leave _____

   An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

B. **The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.**

* Definition of retirement includes a separation from service component and is further defined by (check one):

The primary retirement plan of the Employer

Separation from service

Normal Retirement Age (NRA) defined at age _____

Retirement plus years of service – NRA defined by employer at age ____ and _____ years of service

× Other Immediate retirement from City of Chandler into ASRS or PSPR

Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.

For vesting purpose, you must define "retirement" and enter the age and optionally a service period associated with the NRA so that assets are vested 100% for a participant. If NRA is left blank, it will default to age 62.

VIII. Forfeiture Provisions

If a Participant separates from service prior to full vesting, non-vested funds in the Participant's account shall be forfeited in accordance with the box checked under this section.

Upon the death of a Participant, surviving spouse, and all surviving eligible dependents (as outlined in Section XI), funds remaining in the Participant's account shall revert to the Trust in accordance with the box checked under this section.

If a Participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, all funds in the Participant's account at the time of waiver shall be forfeited in accordance with the box checked under this section.*

Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).**

× Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.**

Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.**

IX. Eligibility Requirements to Receive Medical Benefit Payments from the MissionSquare Retirement Health Savings Program

A. **A Participant is eligible to receive benefits:**

At retirement only (also complete Section B.)
Definition of retirement:

Same as Section VII.B.

Other _____

× At separation from service with the following restrictions

No restrictions

× Other Attainment of age 50 for employees who are vested

_____

B. **Termination prior to general benefit eligibility:** In a case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

Immediately upon separation from service

× Other See Attachment A

* If the Employer's RHS Program does not limit eligibility to Participants who have separated from service, the Employer will be required to provide further direction to MissionSquare regarding the treatment of possible contributions that are required to be made following the Participant's waiver.

** If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to Employer's forfeiture account for further direction from the Employer. If there are Participants without a balance who should receive forfeiture assets, please provide alternative instructions to MissionSquare on the forfeiture reallocation notice.

C. **A Participant who becomes totally and permanently disabled**

As defined by the Social Security Administration

As defined by the Employer's primary retirement plan

× Other See Attachment A

will become immediately eligible to receive medical benefit payments from his/her account under the Employer's welfare benefits plan.

D. **Upon the death of the Participant, benefits shall become payable as outlined in Section XI.**

X. Permissible Medical Benefit Payments

Select **one** option.

Benefits eligible for reimbursement under the plan are as allowed under IRC Section 213 other than direct long-term care expenses.

× Option 1: **All Medical Benefits***

_ Option 2: **Insurance Premiums Only**

Option 3: **Select Expenses*** you wish to cover under the Employer's welfare benefits plan:

Medical Insurance Premiums
Medical Out-of-Pocket Expenses
Medicare Part B Insurance Premiums
Medicare Part D Insurance Premiums
Medicare Supplemental Insurance Premiums
Prescription Drug Insurance Premiums
COBRA Insurance Premiums
Dental Insurance Premiums
Dental Out-of-Pocket Expenses
Vision Insurance Premiums
Vision Out-of-Pocket Expenses
Qualified Long-Term Care Insurance Premiums
Non-Prescription medications allowed under IRS guidance
Other qualifying medical expenses (describe)_____

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

Upon the death of a Participant, the surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the Participant's RHS account and utilize the remaining balance to fund eligible medical benefits specified in Section X above. The account balance may be reallocated* by the surviving spouse or dependents.

* Before investing, please read the applicable fund disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www,missionsq.org, or upon request by calling (800) 326-7272.

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement.*

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement.*

XII. The Plan Will Operate According to the Following Provisions:

A. Employer Responsibilities

1. The Employer will submit all MissionSquare Retirement Health Savings Plan enrollment and contribution data via electronic submission.
2. The Employer will submit all MissionSquare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification, benefit eligibility, and vesting notification.

B. Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

C. Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).

D. An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.

E. The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the *Employer Manual.*

XIII. Employer Acknowledgements

A. The Employer hereby acknowledges it understands that failure to properly fill out this *MissionSquare Retirement Health Savings Adoption Agreement* may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.

B. ☐ Check this box if you are including supporting documents that include plan provisions.

Employer Signature

By:_____ Date: _____

Title:_____

Attest:_____ Date: _____

Title:_____

Approved as to form

_____

City Attorney RGL

ATTACHMENT A
EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS)
ADOPTION AGREEMENT

Plan No. 801217: City of Chandler Employee Retirement Health Savings Plan

V.C.1. Minimum Service: First day of the month following hire date or date of benefit eligibility.

VI.B.1. Direct Employer Contributions

50% of Value of Employee's Accumulated Sick Leave will vest upon either: (a) application and approval for long-term disability pursuant to Title 38 of Arizona Revised Statues (provided the employee is eligible to retire and receive a pension benefit from the applicable system), or (b) application for retirement from the City of Chandler with immediate retirement into either the Arizona State Retirement System or the Public Safety Personnel Retirement System.

Employer contribution of $900 per 12-month year of City of Chandler service pro-rated for any partial year will vest upon five (5) years of service with the City of Chandler and either: (a) application and approval for long-term disability pursuant to Title 38 of Arizona Revised Statutes (provided the employee is eligible to retire and receive a person benefit from the applicable system), or (b) application for retirement with immediate retirement into either the Arizona State Retirement System or the Public Safety Personnel Retirement System.

Employer contribution of $15.00 per pay period will vest upon the death of the employee while actively employed by the City of Chandler for any amount of time or upon termination of employment for any other reason after five years of service with the City of Chandler. Between March 1, 2006 and December 31, 2007 certain employees were authorized to and did voluntarily contribute $15.00 per pay period to the Retirement Health Savings Plan. All such contributions and earnings are 100% vested at all times.

VIII. Forfeiture Provisions

Forfeitures based on not achieving vesting as outlined in Section VII.A. will revert back to the City of Chandler. Participant's account assets which revert to the Employer in accordance with Section VIII following the Participant's death and the death of the Participant's surviving spouse and all eligible dependents, if any, will be redirected by the City to the Trust to be reallocated on an equal dollar basis among all Plan Participants.

IX.B. Termination prior to general benefit eligibility:

A Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits: Upon attainment of age 50 as limited by Section VII.

IX.C. A Participant who becomes total and permanently disabled . . .

For purposes of this section, "totally and permanently disabled" means: After completion of five (5) years of service as an employee of the City of Chandler, if prior to separation or within 180 days of separation from the City of Chandler the employee is: (1) approved for long-term disability benefits through the Arizona State Retirement System pursuant to Title 38 of Arizona Revised Statutes; (2) approved for a disability retirement through the Public Safety Personnel Retirement System; or (3) qualifies for benefits under any Long Term Disability policy to which the City of Chandler contributes.

Note Regarding Section XI. Forfeitures based on not achieving vesting as outlined in Section VII.A. will revert back to the City of Chandler. Participant's account assets which revert to the Employer in accordance with Section VIII following the Participant's death and the death of the Participant's surviving spouse and all eligible dependents, if any, will be redirected by the City to the Trust to be reallocated on an equal dollar basis among all Plan Participants.

Resolution 5716
Exhibit B

MissionSquare
RETIREMENT

MissionSquare RHS Adoption Agreement

Plan 801218

MissionSquare Retirement Health Savings (RHS) Adoption Agreement

Plan Number: 8 01218

Select as applicable:

_ Standalone RHS _ Integrated RHS x Amendment to Existing Plan

I. Employer Name: City of Chandler State: Arizona

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Plan Dates:

A. Plan Amendment Effective Date July 1, 2023

B. Plan Year: Enter the annual accounting period for the RHS program. 1/1 to 12/31

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer: Retiree Welfare Benefits Plan

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the Employer's welfare benefits plan identified in Section IV. (check all applicable boxes):

All Employees

All Full-Time Employees

Non-Union Employees

Public Safety Employees – Police

Public Safety Employees – Firefighters

General Employees

Collectively-Bargained Employees (Specify unit(s)) _____

x Other (specify group(s)) All City Council Members of the City of Chandler, Arizona

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan is in whole or part a non-collectively bargained plan that allows reimbursement for medical expenses other than insurance premiums, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is N/A (write N/A if no minimum service is required).

2. Minimum age: The minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings," including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: Gross wages

B. Direct Employer Contributions and Mandatory Contributions

Contributions for participants include:

1. Direct Employer Contributions

   The Employer shall contribute on behalf of each Participant

   | _____% of Earnings*

   $_____ each Plan Year

   A discretionary amount to be determined each Plan Year

   × Other (describe): See Attachment A

2. Mandatory Employee Compensation Contributions

   The Employer will make mandatory contributions of Employee compensation as follows:

   Reduction in Salary – _____% of Earnings or $_____will be contributed for the Plan Year.

   Decreased Merit or Pay Plan Adjustment – All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

   An Employee shall not have the right to discontinue or vary the rate of mandatory contributions of employee compensation.

3. Mandatory Employee Leave Contributions

   The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining mandatory employee leave contributions):

   Accrued Sick Leave _____

   Accrued Vacation Leave _____

   Other (specify type of leave) Accrued Leave _____

   An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including direct employer and mandatory employee contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

× There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.

_____ % of earnings

Definition of earnings: Same as Section VI.A. Other

$_____ for the Plan Year.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule (check one box)

The account is 100% vested at all times.

× The vesting schedule below shall apply to direct employer contributions as outlined in Section VI.B.1.

Vesting schedules beyond 10 years are not supported. For vesting schedules that are not supported, it is the employer's responsibility to maintain and provide the vested percentage of eligible employees upon benefit eligibility.

Years of Service Completed	Vesting Percentage
5	100 %
	%
	%
	%
	%
	%
	%
	%
	%
	%

B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.

* Definition of retirement includes a separation from service component and is further defined by (check one):

The primary retirement plan of the Employer

Separation from service

Normal Retirement Age (NRA) defined at age _____

Retirement plus years of service - NRA defined by employer at age ____ and _____ years of service

× Other See Attachment A

Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.

For vesting purpose, you must define "retirement" and enter the age and optionally a service period associated with the NRA so that assets are vested 100% for a participant. If NRA is left blank, it will default to age 62.

VIII. Forfeiture Provisions

If a Participant separates from service prior to full vesting, non-vested funds in the Participant's account shall be forfeited in accordance with the box checked under this section.

Upon the death of a Participant, surviving spouse, and all surviving eligible dependents (as outlined in Section XI), funds remaining in the Participant's account shall revert to the Trust in accordance with the box checked under this section.

If a Participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, all funds in the Participant's account at the time of waiver shall be forfeited in accordance with the box checked under this section.*

Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).**

× Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.**

Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.**

IX. Eligibility Requirements to Receive Medical Benefit Payments from the MissionSquare Retirement Health Savings Program

A. A Participant is eligible to receive benefits:

At retirement only (also complete Section B.)
Definition of retirement:

Same as Section VII.B.

Other _____

At separation from service with the following restrictions

No restrictions

× Other As forth in Section VI.B.1

_____

B. **Termination prior to general benefit eligibility:** In a case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

Immediately upon separation from service

× Other Separation from City Council with a minimum of 5 yrs of service

* If the Employer's RHS Program does not limit eligibility to Participants who have separated from service, the Employer will be required to provide further direction to MissionSquare regarding the treatment of possible contributions that are required to be made following the Participant's waiver.

** If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to Employer's forfeiture account for further direction from the Employer. If there are Participants without a balance who should receive forfeiture assets, please provide alternative instructions to MissionSquare on the forfeiture reallocation notice.

C. **A Participant who becomes totally and permanently disabled**

As defined by the Social Security Administration

As defined by the Employer's primary retirement plan

× Other See Attachment A

will become immediately eligible to receive medical benefit payments from his/her account under the Employer's welfare benefits plan.

D. **Upon the death of the Participant, benefits shall become payable as outlined in Section XI.**

X. Permissible Medical Benefit Payments

Select **one** option.

Benefits eligible for reimbursement under the plan are as allowed under IRC Section 213 other than direct long-term care expenses.

× Option 1: **All Medical Benefits***

_ Option 2: **Insurance Premiums Only**

Option 3: **Select Expenses*** you wish to cover under the Employer's welfare benefits plan:

Medical Insurance Premiums
Medical Out-of-Pocket Expenses
Medicare Part B Insurance Premiums
Medicare Part D Insurance Premiums
Medicare Supplemental Insurance Premiums
Prescription Drug Insurance Premiums
COBRA Insurance Premiums
Dental Insurance Premiums
Dental Out-of-Pocket Expenses
Vision Insurance Premiums
Vision Out-of-Pocket Expenses
Qualified Long-Term Care Insurance Premiums
Non-Prescription medications allowed under IRS guidance
Other qualifying medical expenses (describe)_____

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

Upon the death of a Participant, the surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the Participant's RHS account and utilize the remaining balance to fund eligible medical benefits specified in Section X above. The account balance may be reallocated* by the surviving spouse or dependents.

* Before investing, please read the applicable fund disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www,missionsq.org, or upon request by calling (800) 326-7272.

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement.*

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement*.

XII. The Plan Will Operate According to the Following Provisions:

A. Employer Responsibilities

1. The Employer will submit all MissionSquare Retirement Health Savings Plan enrollment and contribution data via electronic submission.
2. The Employer will submit all MissionSquare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification, benefit eligibility, and vesting notification.

B. Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

C. Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).

D. An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.

E. The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the *Employer Manual*.

XIII. Employer Acknowledgements

A. The Employer hereby acknowledges it understands that failure to properly fill out this *MissionSquare Retirement Health Savings Adoption Agreement* may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.

B. ☐ Check this box if you are including supporting documents that include plan provisions.

Employer Signature

By:_____ Date: _____

Title:_____

Attest:_____ Date: _____

Title:_____

Approved as to form

_____

City Attorney REL

ATTACHMENT A
EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS)
ADOPTION AGREEMENT

Plan No. 801218: City of Chandler Employee Retirement Health Savings Plan

VI.B.1 Direct Employer Contributions

Employer contribution of $900 per year of service. Upon: (1) separation from service on the Chandler City Council with a minimum of five (5) years served and immediate retirement into the Elected Officials Retirement Plan (EORP) or Arizona State Retirement System (ASRS), or (2) approval for disability through the EORP or ASRS, Employer will contribute $900 per 12-month year of service on the Chandler City Council, prorated for any partial year.

For City Council Members whose death occurs before completion of five years of eligible service on the Chandler City Council, if such Council member has a surviving spouse and/or eligible dependents to receive withdrawals from the RHSP Account, such Council Member's spouse and qualified dependents shall be entitled to $900 per 12-month year of decedent's Chandler City Council service pro-rated for any partial year.

Between March 1, 2006, and December 31, 2007, certain employees were authorized and did voluntarily contribute $15.00 per pay period to the RHS Plan. All such contributions are 100% vested at all times.

VII.B. Vesting for Direct Employer Contributions

Retirement is separation from service on the Chandler City Council with a minimum of five (5) years served and immediate retirement into the Elected Officials Retirement Plan (EORP) or Arizona State Retirement System (ASRS),

IX.C. A Participant who becomes totally and permanently disabled

For purposes of this section, "totally and permanently disabled" means: While serving on Chandler City Council, employee (Council Member), after completing five (5) years of service on the Chandler City Council, becomes disabled and is entitled to a disability retirement pension under the Elected Officials' Retirement Plan (EORP) or Arizona State Retirement System (ASRS).

XI.A. Benefits After the Death of the Participant

The amended Plan is subject to the provision in the Internal Revenue Code Revenue Ruling 2006-36 that for reimbursement plans containing a provision on or before August 14, 2006 stating that upon the death of the deceased employee's surviving spouse and last dependent, or upon the death of the employee, if there is not surviving spouse or

dependents, any unused reimbursement amount will be paid as a reimbursement of substantiated medical care expenses of a beneficiary designated by the employee, which is effective with respect to plan years beginning after December 31, 2008.

City Council Memorandum Information Technology Memo No. N/A

Date:	July 20, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO Sandip Dholakia, Chief Information Officer
From:	Lisa Lapp, Chief Applications Officer
Subject:	Purchase of Oracle Annual Support and Maintenance

Proposed Motion:

Move City Council approve the purchase of Oracle annual support and maintenance, from Mythics, Inc., utilizing the Omnia Partners Contract No. 180233-002, in the amount of $649,220, for the term of August 1, 2023, through July 31, 2024.

Background/Discussion:

The City utilizes Oracle as the Enterprise Resource Planning (ERP) system, including the E-Business Suite Applications for Finance and Human Resources (HR). The application modules include HR, Self-Service HR, Financials, Payroll, Time Management, Project Costing, iExpense, iProcurement, Purchasing, and Order Management.

The City purchases maintenance and support in order to provide the system and application upgrades necessary to operate and keep Oracle modules current, as well as to access technical assistance resources needed to resolve system issues and enable software fixes. The cost of the maintenance and support is based on the number of user licenses per module needed by City employees on an annual basis. Over the past year, the City completed an internal audit of users and the modules assigned to them. The audit reduced use of modules attached to users that no longer needed them and added new module licenses due to increased users in the system. This purchase includes annual maintenance and support as well as the net effect of added module licenses from the audit.

Evaluation:

Maricopa County, on behalf of Omnia Partners, competitively solicited and awarded a contract for Oracle products and services to Mythics, Inc. The City has a current agreement with Omnia Partners that allows for the cooperative use of its contracts. The term of the Omnia Partners contract is valid through November 30, 2028.

Financial Implications:

The purchase includes the ongoing annual maintenance and support cost of $336,528.22, as well as the one-time cost of additional Oracle module licenses from the internal audit in the amount of $312,691.78, for a total of $649,220. Staff anticipates approximately 8% annual increases in the cost of Oracle maintenance and support, affecting only the ongoing portion ($336,528.22) of the aforementioned overall total.

The estimated budget for the internal license audit was $700,000, which was reduced to $312,691.78 through the work of internal audit staff and the favorable pricing received from Oracle via Mythics for the proactive work to self report.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	$649,220	N

City Council Memorandum Management Services Memo No. MS 24-001

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Assistant Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: Agreement No. MS2-920-4380, with Invoice Cloud, Inc., Electronic Payment Acceptance Solution

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Proposed Motion:

Move City Council approve Agreement No. MS2-920-4380, with Invoice Cloud, Inc., for the electronic payment acceptance solution, in an amount not to exceed $490,000 per year, for a period of five years, with the option to extend for up to five one-year periods.

Background/Discussion:

As a Community of Innovation, there is a desire to ensure a wide variety of electronic payment options for the City's customers. The City offers a broad range of services to its residents, businesses and visitors. The City accepts payments in a decentralized manner at numerous facilities, which has expanded over time (currently at about 668,000 transactions annually). The City's existing vendor, Invoice Cloud, Inc., has served as the electronic payment web portal solution since 2013 and, after conducting a Request for Proposal (RFP) process, staff recommends continuing with this company.

The solution allows customers to make one time and recurring payments using debit cards, credit cards, direct bank debits, Apple Pay, GooglePay, Venmo, PayPal, and PayPal Crypto currency wallet (Bitcoin, Ethereum and Litecoin). Invoice Cloud allows for mobile payment options like pay by text, the ability to combine payments from multiple areas of the City and pay them in a shopping cart experience, and integration with various other software systems. Additionally, Invoice Cloud is a third party hosted solution that is compliant in Payment Card

Industry (PCI) and Data Security Standards (DSS), ensuring no personal credit card or banking data is stored on City servers and eliminating the need to invest in and maintain additional infrastructure.

Because the Invoice Cloud third party solution is already in place, it is fully integrated with the City's Oracle financial system to post payments to its appropriate revenue accounts, including an administrative platform for reconciliation and simplification of refund and dispute resolution. This solution allows customers to make a payment at any point in time and have support for customers available 24/7/365. Invoice Cloud's current fees include a fixed monthly fee allowing for unlimited users and paperless billing and transaction fees, which vary under two models: City absorbs fee or customer pays (service charge). Invoice Cloud is currently used for utility bills, business registration fees, specialty license fees, airport fees, building permit fees, fire permit fees, and miscellaneous accounts receivable payments, among other applications.

Evaluation:

On December 21, 2021, City staff issued Request for Proposal No. MS2-920-4380, for the electronic payment acceptance solution. Notification was sent to all registered vendors. Four proposals were received from the following offerors:

Government Brands, LLC
Invoice Cloud, Inc.
JPMorgan Chase Bank, N.A.
Paymentus Corporation

The Evaluation Committee evaluated the proposals and recommends award to Invoice Cloud, Inc., which submitted the most advantageous offer to the City in accordance with the evaluation criteria.

Financial Implications:

Under the current and future transaction fee model, the City has the ability to pass on costs by charging a service fee for certain transactions (2.95% of transaction total with a $1.00 minimum, or $0.95 for electronic bank account debit) or absorb the fees for certain services. Service fees are charged to customers paying Development Services permits (including impact fees) and Airport deposits, leases and permits. Invoice Cloud's fees are absorbed by each utility (Water, Wastewater, Reclaimed Water and Solid Waste), Tax & License, Fire, Police, and Accounting insurance and donation transactions. Transaction fees absorbed by the City are netted against revenues and under this contract, credit card and

EFT/ACH transaction fees will stay the same as the prior contract, while Interactive Voice Response (IVR) services for either payment option will increase by $0.10 per transaction.

These price changes were deemed by staff to be reasonable, as it will add approximately $700 per month to the current monthly average of $32,500, representing a 2.2% increase from current costs. The monthly Invoice Cloud administration fee remains at $2,500, allowing for unlimited users and paperless billing and the monthly transaction fees incurred by the City across all funds. Customers paying their utility bills represent about 98% of the total fees. The first two years of the contract are set, and Invoice Cloud can raise the rates by no more than 3% in the third through fifth years of the contract. The City also retains the right to extend the contract for up to five additional one-year renewals after the initial five-year term. The final value of the contract will vary depending on the amount of usage by customers paying their bills through Invoice Cloud, as the contract cost is partially based on a per-transaction fee.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
VARIOUS	VARIOUS	N/A	$490,000	N

Attachments

Agreement

DocuSign Envelope ID: EB7EEB5F-6CFF-43F8-A8CF-C69370DD9F08

City Clerk Document No.: _____

City Council Meeting Date: July 20, 2023

CITY OF CHANDLER SOFTWARE AS A SERVICE AGREEMENT
ELECTRONIC PAYMENT ACCEPTANCE SOLUTION
CITY OF CHANDLER AGREEMENT NO. MS2-920-4380

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Invoice Cloud, Inc., a Delaware corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2023 (Effective Date).

RECITALS

A. City proposes to enter into an agreement for an electronic payment acceptance solution 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 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 mutual agreements below, and intending to be legally bound, the Parties agree:

1.0 DEFINITIONS.

The following definitions apply to the parties' Services Agreement.

A.R.S. means Arizona Revised Statutes, as amended.

Access Information means any information relating to City, its Resellers and/or End Users' use of the Services, including without limitation, (a) navigational information, including usage of hyperlinks within or available through the Services; (b) transactional or processing information, including billing information and method of payment; and/or (c) Internet or I/P addresses, demographic information (like age,

profession, or gender), domain names, computer type, browser types, and other anonymous statistical data arising from such use of the Services and access to the Facilities.

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

Affiliate means with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or entity, and for the purposes of this definition "control" of an entity means the ownership of 50% of the outstanding shares or other equity interests in such entity, or the right to elect or appoint a majority of the board of directors or governing body of such entity.

Base Programs means each version of a computer program used by Contractor to perform the Services, including the object code and source code, and all Upgrades, Documentation, workarounds, error-corrections, patches, and bug fixes.

City means the City of Chandler, Arizona.

City Confidential Information means: (a) all information related to the business of City and any of its City's and other third parties, to which Contractor has access, whether in oral, written, graphic or machine-readable form, in the course of or in connection with this Agreement; (b) all notes, analyses and studies prepared by Contractor or any of its Representatives, during the term of this Agreement or anytime thereafter, incorporating any of the information described in this definition; (c) the Access Information; and (d) the City Data.

City Data means all Confidential Information, all personal data and any other information relating to the employees, City or customers of City, or End Users or relating to the businesses of City or its Affiliates, including third party information, operations, facilities, products, services and markets, all as and to the extent provided to or obtained by Contractor or its Representatives from City, Resellers, or End Users, or derived from any of the foregoing. Usage data of End Users who are customers of City shall be considered City Data. City Data includes any such information in any form (tangible or electronic), regardless of the form or method by which such information is created, stored, maintained or communicated, and includes all data maintained by Contractor for City. Unless otherwise indicated, City Data includes all Access Information.

Contractor means the person or business organization named in the Agreement.

Crisis means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Services, Software or Facilities becoming unavailable for a significant amount of time.

Confidential Information means City Confidential Information and/or Contractor Confidential Information, as the context may require.

Days means calendar days.

Documentation means the user, operations and training manuals, marketing materials, proposals, and responses to requests for information or proposals pertaining to the Services or the Software Programs, as well as any specifications reviewed by City, concerning the relevant Software licensed hereunder.

End User means any person or entity that receives and uses the Services.

Error means any error in the code of any Software Programs which prevents such Software Programs from operating in accordance with the relevant Documentation.

Exit Plan means the plan set forth in Exhibit F hereto.

Facilities means the hardware, application software, operating system software, firmware, networks, communication devices and lines and all other equipment, software, devices and related materials provided by or used by Contractor to host the Software Programs and provide the Services. Unless otherwise indicated, the Facilities shall be construed to include the Software Programs.

Implementation Date means the implementation date set forth in an applicable Schedule for the respective Services.

Intellectual Property Rights means all: (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) copyrights and copyrightable works (including computer programs) and registrations and applications therefor, (c) semiconductor chip "mask" works, and registrations and applications for registration thereof, (d) trade secrets, know-how and other confidential information, (e) unregistered and registered design rights and any applications for registration thereof, (f) database rights, and (g) all other forms of intellectual property, including waivable or assignable rights of publicity or moral rights, and any right to bring suit or collect damages for the infringement, misappropriation or violation of the foregoing, anywhere in the world. For purposes of the IP license, the Intellectual Property Rights shall be construed to include all Intellectual Property Rights of Contractor and its Affiliates existing on the date of grant of the IP License, plus all Intellectual Property Rights of Contractor and its Affiliates subsequently developed or acquired by Contractor or its Affiliates through the time of the occurrence of an Interruption.

Interruption means any material, or continuing, or repeated suspension or interruption in the supply of the Services by or on behalf of Contractor to City, the Resellers, or End Users, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

Licensed Materials means all engineering, testing and design documentation, schematics, source code, and other materials necessary for City or its Representatives to exercise the IP License.

May or Should means something that is not mandatory but is permissible.

On Premises Equipment means Facilities provided by Contractor to City, Resellers, or End Users of the Services for receiving, managing, maintaining or using the Services.

Contractor Confidential Information means: (i) Contractor nonpublic financial information; (ii) Contractor's trade secrets; (iii) the Invoice Cloud Technology (whether in source code, embedded, object code or in documentation), as such term is defined in Exhibit I attached hereto; and (iv) any information or materials that Contractor conspicuously marks as "Confidential", "Private" or "Proprietary".

Reseller(s) means those third party service providers engaged by City to support the implementation of Contractor's Services.

Representatives means each party's officers, directors, employees, consultants, attorneys, accountants, agents and independent subcontractors (and their employees) and other representatives.

Shall, Will, or Must means a mandatory requirement.

Software Programs means the Base Programs and Custom Programs.

Upgrades has the meaning stated in Exhibit A.

2.0 SERVICES

2.1 Services under Schedules. Contractor will perform and deliver Services described in this Agreement and any Schedules hereto, in accordance with the milestones, delivery dates, specifications and requirements as set forth herein.

2.2 [Intentionally Omitted]

2.3 Reports. On a quarterly basis or more frequently as may be specified in a Schedule, Contractor will provide to City a written report summarizing Contractor's performance of the Services with respect to all metrics and categories of description set forth in an applicable Schedule, and any other information reasonably requested by City.

2.4 Services Audit. City may on 30 days' notice conduct audits and reviews of the Facilities on Contractor's premises with respect to the Services, subject to Section 5.5.

2.5 Activation and Installation. Unless otherwise stated in the applicable Schedule, construction, maintenance and operation of the Facilities, and activation and performance of the Services are and shall be the responsibility of Contractor.

2.6 City Data. Notwithstanding any other provision in this Agreement or Schedules, Contractor shall make all City Data (complete and unaltered) available at any time to City, in a format reasonably requested by City, at no additional charge. As between the parties, City Data shall be and remain the property of City. Contractor shall use the City Data solely to perform Contractor's obligations under the Services Agreement and this Agreement. Except as expressly permitted in this Agreement, Contractor shall not sell, assign, lease, disseminate, or otherwise dispose of the City Data or any part thereof to any other person, nor shall Contractor commercially exploit any part of the City Data. Notwithstanding the foregoing, Contractor shall have the right to collect, use and distribute aggregated information, analysis, statistics, related benchmarking algorithms and other data generated by the Services (or derived from City's use of the

Services) *provided, however*, that Invoice Cloud shall not disclose any such data unless such data is in an aggregated and de-identified form that would not permit a third party to identify the data as associated with the City or any person. In addition, the parties understand and acknowledge that some data (e.g., card data) cannot be provided to City due to PCI-DSS, card association and NACHA requirements. Contractor shall not possess or assert any property interest in or any lien or other right against or to any City Data.

2.7 City Affiliates. City's rights under the Services Agreement and this Agreement may be exercised by and for the benefit of City and, as applicable, End Users, and their respective Affiliates. For this purpose, "Affiliates" may include any person or organization that is party to any Business Collaboration with City or its other Affiliates. "Business Collaboration" means any strategic alliance, partnership, joint venture, broker-dealer, sales representative, investment advisor, or other marketing or business arrangement between City or its other Affiliates and any such person or organization through which City or such Affiliates derive revenue or profit or conduct business involving financial services. The City will be responsible and liable for the acts and omissions of its Affiliates and members of its Business Collaboration that City authorizes to use or access Contractor's Services hereunder.

2.8 Offshore Performance of Work Prohibited. Due to security and identification protection concerns, direct Services under this Agreement must be performed within the borders of the United States. Any Services that are described in the scope of work that directly serve the City and may involve access to secure or sensitive data or personal client data or development or modification of software for the City must be performed within the borders of the United States. Notwithstanding anything to the contrary, and unless stated otherwise in the scope of work, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of this Agreement.

3. BACKUP IP LICENSE

3.1 Sufficiency of Intellectual Property; Further Assurances. Contractor represents and warrants that, to the best of its knowledge as of the Effective Date hereof, the IP License and the Intellectual Property Rights licensed to City thereunder are and will be sufficient for City or its Representatives to manage, maintain, perform and deliver the Services for present and future End Users, to produce, copy, install, operate, manage, maintain, and improve the Services or the Software Programs and Facilities of City's own choosing in order to do so, without infringement of Intellectual Property Rights owned or held by others. Promptly upon request by City, Contractor shall, at its expense, sign and deliver such further agreements, certificates and other documents and give City such other assistance as City may reasonably require to evidence more fully and give full and proper effect to the IP License. To the extent that Contractor or its Affiliates' Intellectual Property Rights include any U.S. patents or copyrights that are owned by third-party licensors, Contractor will at City's request, provide City with written confirmation from such third-party owner that such owner will give effect to the terms of Section 3.1 without any further condition, payment or other obligation. The IP License and the terms of Section 3.1 shall not be impaired or diminished by the occurrence or continuance of any breach of this or any other agreement between the Parties, any lack of capacity or authority, any reorganization, liquidation, dissolution, merger, or consolidation of either Party, or any other change of circumstances of either Party.

4. NON-DISCLOSURE

4.1 Restrictions. Each party, as recipient of the other party's Confidential Information, will receive, hold and protect in confidence the Confidential Information of the other party. The receiving party may disclose the Confidential Information of the disclosing party to its Representatives who have a need to know such Confidential Information solely in connection with this Agreement. The receiving party will cause such Representatives to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Representatives. The receiving party will not transfer or disclose any Confidential Information of the disclosing party to any third party without the disclosing party's prior written permission and without such third party having a contractual obligation (consistent with this Section 4 ("Non-Disclosure") to keep such Confidential Information confidential. The receiving party will not use any Confidential Information of the disclosing party for any purpose other than in connection with this Agreement. Notwithstanding any confidentiality restrictions set forth herein, City may disclose Contractor Confidential Information to third parties in connection with such third party's provision of software or services to City. Such disclosures will be made under an obligation of confidentiality limiting the use of such Confidential Information by such third parties to the provision of services to City.

4.2 Exclusions. Confidential Information will not include information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by the receiving party prior to its receipt from the disclosing party without restriction on its use or disclosure; (iii) is independently developed by the receiving party without use of or reference to or reliance on the disclosing party's Confidential Information; or (iv) becomes known by the receiving party from a source other than the disclosing party without breach of this Agreement and is not subject to an obligation of confidentiality. Notwithstanding anything to the contrary, City may disclose Contractor Confidential Information as required to satisfy any request by any governmental or regulatory body.

4.3 Legal Requirements. If the receiving party is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the receiving party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

4.4 Disposition of Confidential Information on Termination or Expiration. Upon termination or expiration of the Services Agreement and this Agreement or upon the disclosing party's written request and where practicable, the receiving party will return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Following its return, and upon notice from the disclosing party, and unless otherwise required by law, the receiving party must destroy such Confidential Information using means to protect against unauthorized access to or use of the information, including, where appropriate, burning, shredding, or pulverizing such information, or by taking such other means as to assure that such information will not be recoverable following its disposal. In such case an officer of the receiving party will certify in writing to the disclosing party that all such Confidential Information has been so destroyed. Notwithstanding the foregoing, the receiving party may

retain copies of such Confidential Information as required by applicable law, and, to the extent such copies are electronically stored in accordance with the receiving party's retention or back-up policies or procedures (including, without limitation, those regarding electronic communication), so long as such Confidential Information is kept confidential as required under this Agreement. In addition, the parties understand and acknowledge that some data (e.g., card data) cannot be provided to City due to PCI-DSS, card association and NACHA requirements.

4.5 Privacy. For all City Information collected, stored or processed by Contractor, Contractor shall: (a) maintain safeguards against destruction, loss, alteration of or unauthorized access to such City Information; and (b) not, without City's prior approval, modify or discontinue any such safeguards without comparable or better replacement safeguards. Contractor acknowledges the sensitivity and confidentiality of personally identified information which may be contained in the City Information and the applicability of the Gramm-Leach-Bliley Act and/or other applicable privacy laws, regulations and guidelines ("Privacy Laws"). Contractor agrees to comply with all applicable legal and contractual requirements relating to the privacy and confidentiality of personally identified information applicable to Contractor in the performance of its obligations under this Agreement.

5. SECURITY

5.1 Security. Contractor represents and warrants that it shall at all times adhere to and comply with, in all material respects, the minimum security standards to ensure that there is no unauthorized access to or use of City information described in this Section, which security standards may be mutually amended by the parties from time to time (the "Security Standards").

5.2 Security Standards. Contractor will use reasonable efforts to prevent unauthorized access to restricted areas of its servers and any databases or other material generated from or used in conjunction with the Service. Contractor will respond immediately to remedy any known security incidents or breaches.

(a) External Segment Security. Contractor's external connections to the Internet will have appropriate security measures and controls applied to its systems and will include an Intrusion Detection System (IDS) that will monitor all inbound and outbound communications and information. The IDS is intended to detect, record, alert, and terminate unauthorized activity.

(b) Web Site Segment Security. All Internet accessible systems will reside behind Firewalls. The Firewalls will enforce secure access between all Web servers and the Internet. The Firewalls will allow only specific types of data to pass from the Internet to the systems on the Web Segment. An IDS device is used to scan all data that passes within the Web Server segment and will detect, report and terminate any unauthorized activity prior to it reaching the Web Servers.

(c) Internal Network Segment Security. All data entering the Service's internal data network from any external source (Web Segment and Internet) must pass through Firewalls. The Firewalls will enforce secure connections between internal and external systems and will only allow specific types of data to pass through. Access to customer data by Contractor employees will be limited to authorized personnel only. All Contractor employees will follow the security policies regarding access and use of internal systems.

(d) Physical Site Security. All systems containing customer or company related data will be contained in locked data cabinets and will reside in a secure Data Center. Only authorized personnel will have access to the Data Center and/or Operations area via an internal security system. The entire physical facility, internal and external, will be monitored 24/7/365.

(e) General Data Security and Network Monitoring. All printed documents containing customer, confidential, financial, or sensitive information that is no longer needed will be shredded. Any printed material of this nature that is retained will be secured in cabinets. All data backups will be locked and secure both on-site and off-site as documented in the Security Policy Document and the Backup/Disaster Recovery Guide. Contractor will actively monitor the IDS systems, Local Area Network/Wide Area Network, (LAN/WAN) equipment and all critical servers. Encryption techniques will be used for data transmissions where applicable.

(f) Assessments. Upon the parties' mutual written agreement in each instance, City may be afforded the right, at its cost and expense, to conduct risk assessments, vulnerability assessments, black box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor shall respond to all Critical, High, and Medium severity vulnerabilities discovered by providing an acceptable timeframe to resolve the issue and/or implement compensating control(s).

(g) Audit Logging. Contractor will provide to the City system, audit, and other logs required by the City from the Contractor's environment and service offering upon request.

(h) StateRAMP Evaluation. Contractor agrees to take the following steps towards evaluating the practicality and feasibility of attaining StateRAMP certification:

(1) Contractor will review the most up-to-date version of the StateRAMP Ready Minimum Mandatory Requirements for Low Impact Level as published by the StateRAMP Board;
(2) Contractor will evaluate any gaps or inconsistencies between its current security posture and those requirements mandated by StateRAMP to achieve certification; and
(3) Contractor will notify City in writing of its plans, if any, to migrate towards StateRAMP certification (if so desired by Contractor in its sole and absolute discretion).

Contractor commits to completing steps (1) and (2) above by the end of the 2023 calendar year, and to completing step (3) above (if applicable) by the end of the first calendar quarter of 2024. For the avoidance of doubt, nothing herein shall require or bind Contractor to attain StateRAMP certification. Contractor retains the sole and absolute discretion at all times to determine whether or not it will attain StateRAMP certification.

5.3 Updates to Security Standards. If a change or addition to the Security Standards is required by law, rule, regulation, order, judgment or decree, Contractor shall comply with such amended Security Standards as soon as possible but in no event later than the time period for compliance indicated in such law, rule, regulation, order, judgment or decree. If the event Contractor adopts changes to the Security Standards, Contractor will provide the Services in accordance with such new Security Standards; provided that if such new Security Standards are of a level which is less than the level of the Security Standards previously required by this Agreement, and if City does not agree with such new Security Standards, City may

terminate and this Agreement upon written notice to Contractor. If City accepts such new security standards, such new security standards shall be deemed to be "Security Standards" for purposes of this Agreement.

5.4 Security and Supervision. Contractor's personnel, when on City's premises or accessing City's networks or providing maintenance services hereunder, will comply with all of City's security, supervision, and other standard procedures applicable to such personnel, including, if applicable, City's Internet and Electronic Communications Usage Policy.

5.5 Audit. City reserves the right to conduct, either itself or through a third-party independent contractor selected by City at City's expense, an on-site audit and review of Contractor's architecture, systems and procedures used in connection with the Services and the Software Programs. Such audit and review shall be conducted upon City's reasonable request. After conducting an audit, City shall be entitled to notify Contractor of the manner in which Contractor does not comply with any of the security, confidentiality or privacy obligations herein, if applicable. Upon such notice, Contractor shall use commercially reasonable efforts to make any necessary changes to ensure compliance with such obligations. If Contractor is unable to remedy the defects or deficiencies causing its noncompliance with any obligation, City may terminate this Agreement upon written notice to Contractor. Any audits described in this Section shall be conducted during reasonable times and upon reasonable advance notice to Contractor and shall be of reasonable duration and shall not unreasonably interfere with Contractor's day-to-day operations. Further, City shall not conduct an audit more than twice per year unless City determines in its reasonable discretion that additional audits are necessary. In the event that City conducts an audit through a third-party independent contractor, such independent contractor shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth herein to protect Contractor's proprietary information. In addition to and not in lieu of City's rights to conduct an audit as described in this Section, once per year during the term of this Agreement, Contractor will provide City with a written certification that Contractor has tested its architecture, systems and procedures and that it is in full compliance with the security, confidentiality and privacy obligations herein. Such certification shall be signed by an officer of Contractor.

5.6 Information Security Incident Management. Contractor must adhere to a formally documented incident management process, must cooperate with City personnel in the diagnosis, investigation and response of any security incidents or faults that impact City data. Contractor must notify the City within 24 hours of suspicion, detection or confirmation of a breach or unauthorized access to City information that is hosted, stored, processed, or transmitted by the Contractor. Notification will be made using City provided email and phone as identified in the Notices section of this contract.

5.7 Business Continuity and Disaster Recovery Management. Contractor must have business continuity and disaster recovery plans and processes in place to ensure the service for the City is adequately maintained in the event of any negative impact on the Contractor´s service. Contractor will regularly backup City data and retain such City backup data copies according to City data retention requirements or otherwise provide backup data to the City. Contractor represents that such backups of City data are copied to another Microsoft Azure region that is geographically separate, and that such backups are encrypted and maintained in immutable storage designed to protect against deliberate erasure.

5.8 Applicable Laws and Regulations. Contractor will comply, and assist City to comply with, all applicable State and Federal laws and regulations including, but not limited to:
Federal Information Security Modernization Act of 2014 (FISMA):
https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma
● OMB Circular A-130:
https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource
● National Cyber Strategy of the United States of America:
https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure
● Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH):
https://www.hhs.gov/hipaa/index.html
● Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075):
https://www.irs.gov/pub/irs-pdf/p1075.pdf
● Criminal Justice Information Services Security Policy (CJIS)
https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center
● Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E)
https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf
● A.R.S. 18-551 - Definitions Information Security Including PII:
https://www.azleg.gov/ars/18/00551.htm
● A.R.S. 18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: https://www.azleg.gov/ars/18/00552.htm
● State of Arizona statewide policies, standards and procedures:
https://aset.az.gov/resources/policies-standards-and-procedures
● SIPC Memorandum of Understanding (MOU): https://www.sipc.org/about-sipc/
● State Environmental policies: https://azdeq.gov/LawsAndRules
● Family Education Rights Privacy Act (FERPA):
https://www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html
● Driver's Privacy Protection Act (DPPA):
https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records
● State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules https://azlibrary.gov/arm/policies
● Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements:
https://www.pcisecuritystandards.org/

6. FEES AND OTHER PAYMENTS

6.1 Fees. Notwithstanding anything to the contrary in any Schedule, no Fees will be due or owed, with respect to any Services unless and until: (i) the parties agree to a Schedule covering such Services, and (ii) City receives an invoice for the relevant Fees.

6.2 Price Protection. Contractor's Fees may be increased no more than once per calendar year and such Fee increase will only be effective commencing on the ensuing July 1st following the City's receipt of Contractor's written notice informing the City of the Fee increase. Such notice must be provided by Contractor at least sixty (60) days prior to the ensuing July 1st for such Fee increase to commence on that July 1st. The percentage of any such Fee increase will not exceed three percent (3%) per such increase per annum. Notwithstanding the foregoing, Contractor agrees that it shall not increase its Fees hereunder for the first twenty-four (24) month period following the Effective Date of this Agreement.

6.3 Taxes. Contractor shall be responsible for the payment of all sales, use or similar taxes applicable to the purchase by Contractor of any materials and components used in the manufacture or assembly of any Products. City, the Resellers or End Users, as applicable, shall be responsible for the payment of all sales or use taxes imposed by any jurisdiction in the United States applicable to the sale of any Products under this Agreement, or to the extent applicable will provide appropriate sales tax exemption certificates.

6.4 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor based solely on their respective income. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes based solely on Contractor's or its subcontractors' respective income.

6.5 Invoices. Contractor's Fees for the Services are provided on the Biller Order Form attached hereto as Exhibit B. All payment obligations are either auto debited from the Biller Bank Account (as defined in Exhibit I attached hereto) or payable on receipt of an itemized invoice from Contractor, and are non-cancellable, and all amounts or fees paid are non-refundable. All Fees will be billed in U.S. dollars. If the City believes the City's bill or payment is incorrect, the City must provide written notice to Contractor within sixty (60) days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Each valid and undisputed invoice will be due and payable within thirty (30) days after City's receipt of such invoice.

7. REPRESENTATIONS, WARRANTIES, COVENANTS AND LIMITATION OF LIABILITY

7.1 Compliance with Laws. Contractor shall and shall use its best efforts to cause its suppliers to, comply with all applicable United States and foreign, federal, state, and local laws, rules, and regulations, with respect to the performance of the Services.

7.2 No Infringement. Contractor represents and warrants that, to the best of its knowledge as of the Effective Date hereof, the Services, Facilities and Software to be performed, operated or used under this Agreement do not and will not, infringe any third-party patent, trade secret, copyright, trademark or other intellectual property rights in the United States or any other country or jurisdiction to which Contractor provides the Services for use by City, the Resellers, or End Users.

7.3 Encryption. Contractor will identify in the applicable Schedule any encryption used in the Services and Software and the Commodity Classification, Export License or License Exceptions, and Import License granted with respect thereto. Contractor represents that it has complied with, and will continue to comply with, all applicable laws, rules and regulations of the United States or any foreign country with respect to

the export or importation of the Services and Software, any modifications, enhancements or updates thereto, and any technical data derived therefrom.

7.4 Services. Contractor represents, warrants and covenants that: (a) it shall perform the Services in conformance with the levels of service, quality control, and other performance standards described in this Agreement; (b) all Services provided in connection with this Agreement are and will be performed to the best of Contractor's ability and in an effective, timely, professional and workmanlike manner in accordance with the highest applicable industry standards and practices; and (c) Contractor personnel performing any Services hereunder will be appropriately trained and have a level of skill commensurate with the requirements of this Agreement, and Contractor will promptly replace any person who is performing Services under this Agreement upon City's reasonable request.

7.5 Reserved.

7.6 Services Not to be Withheld. Contractor represents, warrants, and agrees that during the term of this Agreement it will not withhold Services under this Agreement (including, without limitation, implementation, termination transition assistance services) or access to the Facilities for any reason, including, but not limited to, a dispute between the parties arising under this Agreement, another agreement between the parties, or any unrelated dispute between the parties.

7.7 Viruses. Contractor represents, warrants, and covenants that Contractor will use industry standard anti-virus software to prevent the introduction and/or spread of any viruses or other malicious code by the Software .

7.8 Reserved.

7.9 Documentation. Contractor represents, warrants and covenants that the Documentation: (a) does and will accurately and completely describe the relevant Software Programs; (b) is and will be complete, free of errors and sufficiently detailed to allow City's personnel to operate and use such Software Programs; and (c) will be updated as and when any Upgrade is provided for such Software Programs and such updated Documentation will be delivered by Contractor to City promptly upon any such update.

7.10 Reserved.

7.11 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.12 Limitation of Liability. CONTRACTOR'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM THE CITY IN THE THIRTY-SIX (36) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO CONTRACTOR'S LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY SCHEDULE, IN NO EVENT WILL CONTRACTOR OR CITY OR ITS RESELLERS BE LIABLE FOR ANY OF THE FOLLOWING: LOST PROFITS, LOST REVENUE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. For the avoidance of doubt, any fines or penalties assessed on a party under applicable law arising out of the other party's breach of this Agreement are direct damages.

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8. INTELLECTUAL PROPERTY INDEMNIFICATION

8.1 Indemnification by Contractor. Contractor, at its expense, will indemnify, defend and hold harmless City, the End Users and any of its or their officers, directors, employees, agents, consultants, other representatives, and any third parties permitted to use the Facilities, Software, or Services (collectively, the "Indemnified Parties") from all liabilities, costs, losses, damages and expenses (including reasonable attorneys' and experts' fees and expenses as well as interparty damages caused by Contractor or third parties) and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Parties, arising out of or relating to any claim that any of the Facilities, Software or Services or any portion or use thereof constitutes an infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license, or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party. City will promptly notify Contractor of any such claim or action and will reasonably cooperate with Contractor in the defense of such claim or action, at Contractor's expense.

8.2 City's Right to Participate. Contractor will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise except that City may in its sole discretion participate in the defense of any such claim or action at City's expense. Without limiting the foregoing, Contractor may not, without City's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened claim or action, unless such settlement, compromise or consent: (i) includes an unconditional release of the relevant Indemnified Parties from all liability arising out of such commenced or threatened claim or action; and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, any Indemnified Party or otherwise adversely affect any Indemnified Party. If Contractor fails to appoint an attorney within ten (10) calendar days after City has notified Contractor of any such claim or action, or after Contractor becomes aware of such claim or action, whichever is earlier, City will have the right to select and appoint an alternative attorney and the reasonable cost and expense thereof will be paid by Contractor.

8.3 Election of Remedy. If the Facilities, Software or Services or any portion thereof becomes, or in Contractor's or City's reasonable opinion is likely to become, the subject of any such claim or action, then City may terminate the relevant Schedule with respect to the affected Services and cease to receive the benefit, directly or indirectly, of the affected Facilities or Software or require Contractor to either: (i) procure for City the right to continue using the Services and Software, or such portion thereof, as contemplated hereunder; (ii) modify the Services and Software, or such portion thereof, to render same non-infringing (provided such modification does not adversely affect the use of such Services and Software, or such portion thereof, as reasonably determined by City); or (iii) replace same with an equally suitable, functionally equivalent, compatible, non-infringing services and software, as reasonably determined by City. If none of the foregoing is possible and if such Services and Software, is found to infringe by a court, Contractor or City will have the right to terminate the relevant Schedule with respect to such Services and Software and Contractor will refund to City a pro rata portion of all pre-paid fees paid by the City hereunder for such Services, based on the then-remaining term for which such fee applies. Any termination of any Schedule(s) by City under this Section will be without prejudice to any other rights and remedies which City may have under this Agreement or at law or in equity.

9. SERVICE LEVELS; SUPPORT SERVICES

9.1 Service Levels. Contractor shall provide the Services in accordance with the Service Levels set forth in Exhibit C hereto.

9.2 Support Services. Contractor shall provide the Support Services set forth in Exhibit D hereto.

10. TERM

10.1 Agreement Term. This Agreement is effective as of the Effective Date and will continue for a period of five years or until the Agreement is terminated as provided for herein. The City and the Contractor may mutually agree to extend the Agreement for up to five additional terms of one year each, or portions thereof.

10.2 Schedule Term. Each Schedule will commence on the date first set forth in such Schedule and will continue until the terms of such Schedule or this Agreement expire or are terminated in accordance with Section 11.

11. TERMINATION

11.1 Termination for Breach.

(a) If Contractor materially breaches this Agreement or any Schedule, and such breach is incapable of cure, or such breach is capable of cure but Contractor does not cure such breach within thirty (30) days after written notice of material breach, City may terminate the relevant Schedule upon written notice to Contractor. To the extent that Contractor commits a material breach of a nature which goes beyond the relevant Schedule, City may terminate: (a) this Agreement (in which event all of the other Schedules will terminate concurrently therewith); or (b) all affected Schedules. Termination of a Schedule or this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

(b) Contractor may terminate this Agreement if City materially breaches the payment or license terms of this Agreement and (i) such breach is incapable of cure, or (ii) such breach is capable of cure and City fails to pay undisputed amounts under a particular invoice within three (3) months after such amounts are due, and Contractor has notified City of its intent to terminate this Agreement and City has not cured such breach within thirty (30) days of receipt of such notice.

11.2 Termination for Convenience by Client City may elect to terminate this Agreement for its convenience between May 1st and May 31st of each given calendar year that this Agreement remains in effect ("Opt-Out Period") by providing written notice to Contractor. Where the City exercises its termination for convenience right hereunder by providing Contractor with written notice during the Opt-Out Period for that applicable year, this Agreement shall terminate thirty (30) days from Contractor's receipt of the City's notice. Where no such notice is received by Contractor during the Opt-Out Period, or such notice is received by Contractor after the expiration of the Opt-Out Period for that applicable year, then the Agreement shall continue and remain in effect until terminated in accordance with its terms. Notwithstanding anything to the contrary in this Agreement, in the event of a termination for convenience under this Section, City will pay Contractor for the Services performed in accordance with the terms and conditions of this Agreement

up to and through the date of termination. The parties acknowledge and agree that the termination for convenience right afforded to the City under this Section 11.2 is exclusive to the City only. Any other municipality, school district or government agency engaging in the cooperative use of this Agreement as permitted by Section 14.29 herein shall not be afforded the same termination for convenience right unless separately agreed upon by Contractor and such municipality, school district or government agency.

11.3 Exit Plan. In the event of any expiration or termination of this Agreement, the Parties shall prepare and carry out an Exit Plan on the terms set forth in Exhibit F hereto.

11.4 Services Wind Down Period. Any expiration or termination of this Agreement or any of the Schedules, Client shall be entitled to continued provision of the Services by the Provider and access to the Facilities for a period of time determined by Client, not to exceed ninety (90) days, required for Client to wind down its current use of the Services or to make a transition to alternate services providers or facilities.

12. INSURANCE

(a) Insurance Coverage. Contractor will, during the term of this Agreement, at its sole cost and expense, obtain and maintain in full force and effect the insurance coverage in the minimum amounts and on the terms set forth in Exhibit G hereto or such other amounts as may be set forth in a Schedule. Contractor must furnish City with certificates of insurance evidencing such coverage required hereunder as set forth in Exhibit G, such certificates being subject to City's reasonable approval. All insurance required hereunder to be carried by Contractor (as well as any approved subcontractors or agents) will be with sound and reputable insurers and on forms as both are reasonably satisfactory to City.

(b) Insurance Certificates. Contractor will provide City with a copy of all relevant certificates of insurance upon City's request no more than once per calendar year, including those evidencing that City has been added as an additional insured to applicable polices where required hereunder. Certificates are to be delivered to City at the address set forth in the applicable Schedule prior to delivery of any Software Program(s) hereunder, and annually thereafter, and at least thirty (30) days prior to any expiration of each insurance policy.

(c) Waiver of Rights of Recovery. Contractor waives all rights of recovery against City and its subcontractors or agents that Contractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are secured and maintained by Contractor. Contractor will require its approved subcontractors and agents to waive the rights of recovery (as the aforesaid waiver by Contractor) against City, Contractor and their other subcontractors or agents and deliver evidence of such waiver to City before such subcontractors or agents perform any Services.

(d) No Limitation. Nothing in this Section will be construed as limiting Contractor's (or any subcontractor's or agent's) liability to City or any third party. The mere purchase and existence of insurance does not reduce or release Contractor from liability incurred or assumed within the scope of this Agreement. Contractor's failure to maintain insurance will not relieve it of liability under this Agreement.

(e) Claims. Contractor will promptly make a full written report to City as to all accidents or claims for damage arising from or in connection with: (i) this Agreement; (ii) the discharge of Contractor's duties under this Agreement or any Schedule; or (iii) the presence of Contractor or Contractor's Representatives on City's

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premises. Contractor will cooperate fully with City and with any insurance carrier in the investigation and defense of all such accidents and claims, such obligation to survive the termination or expiration of this Agreement.

13. DISASTER RECOVERY

An outline and executive summary of Contractor's business continuity and disaster recovery plan is attached as Exhibit E hereto (such outline and summary plus all of Contractor's supporting detailed documentation and plans as contemplated by the provisions of this Section, the "Disaster Recovery Plan"). The Disaster Recovery Plan for all Services shall: (a) be designed to continue all Contractor business operations that are critical to the overall operation and functionality of the Services notwithstanding the occurrence of a Crisis; (b) specify procedures and frequency of testing; and (c) shall be, and shall be maintained consistent with, then-current generally accepted industry standards. The Disaster Recovery Plan shall specifically address the ability of Contractor to provide each of the Services in the event of a Crisis. The Disaster Recovery Plan shall provide, among other things, a mechanism for the redundancy or back-up of business operations designed to keep the Services from becoming unavailable as Unscheduled Downtime as defined in the Service Level Agreement due to a Crisis and to permit the related business operations of City to be re-instituted in a time period that permits the ongoing operation and functionality of City's business to which the Services relate. Without limiting the generality of the foregoing, the Disaster Recovery Plan shall address all of the computer software, computer hardware (whether general or special purpose), telecommunications capabilities (including all voice, data and video networks) and other similar or related items of automated, computerized, and/or software system(s) and any other network(s) or system(s) that are used by or relied on by Contractor in the provision of the Services and the manner in which Contractor will re-institute the processing of relevant information in a time period that permits the ongoing operation and functionality of City's business to which the Services relate. Notwithstanding the foregoing, if a Crisis prevents Contractor from providing the Services to City, Contractor shall allocate its efforts and resources to restoring City's Services no less favorably to City than it allocates to any of its other Clients affected by the Crisis.

14. GENERAL

14.1 Force Majeure.

(a) For purposes of this Agreement "*Force Majeure*" means an event that is outside the reasonable control of a Party, or that with the exercise of due diligence or reasonable business practices could not reasonably have been prevented, avoided or removed by that Party, and that prevents that Party from performing its obligations under this Agreement and does not result from such Party's negligence or the negligence of its agents, employees or subcontractors, including unforeseeable events such as acts of God, earthquakes, storms, floods, natural events, wars, court order, rebellions, riots, strikes, civil disturbances, acts of foreign and/or domestic governmental authorities, labor strikes and lockouts, but excluding any failure by a third party to supply any materials or components to Contractor unless such failure is itself the result of Force Majeure affecting such third party.

(b) Upon the occurrence of an event of Force Majeure with respect to a Party, its obligations under this Agreement will, to the extent that they are affected by the event of Force Majeure, be suspended; provided, however, that under no circumstances will a Party's obligations to pay any amounts due under this

Agreement be suspended nor Contractor's disaster recovery obligations under Sections 5.7 and 13. Any Party affected by an event of Force Majeure will promptly inform the other Party and will use commercially reasonable efforts to fulfill its obligations under this Agreement and to remove or avoid any disability and mitigate any damages caused by such event of Force Majeure at the earliest practicable time and to the greatest extent possible.

14.2 License of Intellectual Property; 365(n). The Software is "intellectual property" as defined in 11 U.S.C.A. 101(35A) which has been licensed hereunder in a contemporaneous exchange for value and this Agreement will be governed by 11 U.S.C.A. 365(n), as the same may be amended or supplemented from time to time, if Contractor files for bankruptcy.

14.3 UCITA Not Applicable. This Agreement and the transactions contemplated herein are not and will never be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

14.4 Contractor Financial Assurances. Upon City's request (to be made not more than once per year) Contractor will provide City with financial information of Contractor which will allow City to adequately assess Contractor's creditworthiness. Contractor will not provide City with any nonpublic financial information unless it is requested by the City Manager or City Manager's designee of City in writing under this Section.

14.5 Assignment. Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party which shall not be unreasonably delayed or withheld, and any purported assignment without required consent shall be void; provided, that: (a) either Party may collaterally assign this Agreement in connection with any financing or an acquisition of all or substantially all of such Party's assets and business, and (b) City may assign this Agreement to one or more Affiliates (but any payment obligations shall remain the primary obligation of the City). Subject to the foregoing limitations, this Agreement will be binding upon the parties and their respective legal successors and permitted assigns.

14.6 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
Name: Christina Pryor
Title: Procurement and Supply Senior Manager
Address: 175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225
Phone: 480-782-2403
Email: christina.pryor@chandleraz.gov

For the Contractor
Name: Carlyn Altheide
Title: Director of Enterprise Sales
Address: 30 Baintree Hill Office Park, Ste. 303
Baintree, MA 02184
Phone: 925-705-5900
Email: caltheide@invoicecloud.com

14.7 Remedies. Each party acknowledges that a breach of certain of its obligations under this Agreement each party's confidentiality obligations set forth in this Agreement) other than any payment obligations

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hereunder, may result in irreparable and continuing damage to the other party for which monetary damages may not be sufficient, and agrees that the other party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

14.8 Interpretation. The terms and conditions of this Agreement are the result of negotiations between the parties. The parties intend that this Agreement should not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation or drafting of the Agreement. Unless the context of this Agreement otherwise indicates when used in a series of items the word "or" will be construed such that the series may include any of the items, all of the items, or any combination of the items.

14.9 Entire Agreement. This Agreement and all exhibits and schedules attached constitute the complete agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties.

14.10 Time of the Essence. Contractor acknowledges that time is of the essence with respect to Contractor's obligations hereunder and that prompt and timely performance of all such obligations, including all timetables, milestones and other requirements in this Agreement and any Schedule, is strictly required for City in light of its schedules and commitments.

14.11 No Waiver by Conduct. No waiver of any of the terms of this Agreement or any Schedule will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce the same for such occurrence or any other occurrence.

14.12 Independent Contractor. Contractor acknowledges that it is acting as an independent contractor, that Contractor is solely responsible for its actions or inactions, and that nothing in this Agreement will be construed to create an agency or employment relationship between City and Contractor or its Representatives. Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties. Neither Contractor nor any of its Representatives are City employees for any purpose, including for: (i) federal, state or local tax, employment, withholding or reporting purposes; or (ii) eligibility or entitlement to any benefit under any of the City's employee benefit plans (including those that are subject to the Employee Retirement Income Security Act of 1974, as amended), incentive, compensation or other employee programs or policies (collectively, "Benefit Plans"). Contractor agrees that all such Representatives will be informed that they are employees solely of Contractor, or its agent or subcontractor if applicable, and not eligible to participate in any Benefit Plan. Contractor agrees that Contractor is solely responsible for payment of all applicable workers' compensation, disability benefits and unemployment insurance, and for withholding and paying such employment taxes and income withholding taxes as required.

14.13 Non-exclusivity. Except as prohibited by Section 1 of the Biller Agreement attached hereto as Exhibit H, Contractor acknowledges that City may from time to time enter into other transactions with companies that may be competitors, suppliers or customers of Contractor. Except as prohibited by Section 1 of the Biller Agreement attached hereto as Exhibit H, no such activities will be affected by City's agreement to enter into this Agreement.

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14.14 No Publicity. Contractor agrees not to disclose the identity of City or its End Users or any of their directors, officers, managers, employees, consultants or agents as a customer or prospective customer of Contractor or the existence or nature of this Agreement without the City's prior written consent. Without limiting the generality of the foregoing, Contractor will not use, in advertising. publicity or otherwise, the name of City or its End Users or any of their directors, officers, managers, employees, consultants or agents or any trade name, trademark, service mark, logo, or symbol of City or its End Users.

14.15 Severability. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision.

14.16 Survival. Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement, including, Sections 4 ("Non-Disclosure"), 7 ("Representations, Warranties, Covenants and Limitation of Liability"), 8 ("Intellectual Property Indemnification"), 11 ("Termination"), 14 ("General") and corresponding Exhibits and Schedules.

14.17 Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Arizona, without regard to its choice of laws principles. Notwithstanding the fact that some of the Products may be manufactured outside the United States, the Parties hereby expressly disclaim the application of the United Nations Convention on the Sale of Goods.

14.18 Counterparts; Method of Amendment. This Agreement, each Schedule and any amendments thereto may be executed in counterparts and will not be effective or enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant entities. Without limiting the foregoing, none of the following will amend or modify this Agreement or result in the execution of a Schedule: (i) terms and conditions which are displayed or conveyed electronically or are associated with, or are responded to by the operation of a mouse or other pointing device, typing on a keyboard, "virtual" actions, an automated computer program, the removal of shrinkwrap, the opening of a package, the loading or use of software or other goods or services, or any other action other than such a handwritten signature as described in the previous sentence; or (ii) payment by City of any License Fees, Maintenance Fees or other consideration to Contractor or use of or any other action with respect to the Software Programs or Maintenance Services.

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

14.20 Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by City under the provisions of A.R.S. § 38-511.

14.21 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Services Agreement and this Agreement, not

to engage in a boycott of Israel as defined by state statute.

14.22 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor (as defined under A.R.S.) 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 parties' agreement and may be subject to penalties up to and including termination of the parties' 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.

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

14.24 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, City may annul this Agreement without liability or, at its discretion, to deduct from the Services Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.25 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.

14.26 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, Contractor must provide written notice to City, as set forth in this Agreement, of any work or services performed by Contractor 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 Contractor for a third party, or 7 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 this 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 the City; or (c) using data to produce income for 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 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 the parties' agreement.

14.27 Jurisdiction and Venue. 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.

14.28 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 at the time Council adopts the budget.

14.29 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.

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.

14.30 Exhibits, Precedence of Documents. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A – Statement of Work
Exhibit B – Fee Schedule
Exhibit C – Service Level Requirements
Exhibit D – Support Services Requirements
Exhibit E – Disaster Recovery Plan
Exhibit F – Exit Plan
Exhibit G – Insurance Requirements
Exhibit H – Biller Agreement
Exhibit I – Biller Terms and Conditions

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) this Agreement; (2) Exhibit A – Statement of Work; (3) Exhibit B – Fee Schedule; (4) Exhibit C – Service Level Requirements; (5) Exhibit D – Support Services Requirements; (6) Exhibit E – Disaster Recovery Plan; (7) Exhibit F – Exit Plan; (8) Exhibit G – Insurance Requirements; (9) Exhibit H – Biller Agreement; and (10) Exhibit I – Biller Terms and Conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives. 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

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Kevin O'Brien

Its: President, Enterprise Solutions

EXHIBIT A
STATEMENT OF WORK

Introduction

This Statement of Work (SOW) scopes the high-level integration overview for the City of Chandler (Biller).

The Invoice Cloud (IC) suite of services (The Service) will give the Biller and its customers the ability to accept electronic payments for invoiced and non-invoiced items. The Service will allow the Biller to offer electronic payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, digital wallets, and electronic checks. Additional Payment Methods may be added as they become available in accordance with the Biller Terms and Conditions attached hereto as Exhibit I.

This SOW contains many products, services, and payment methods. Only the specific products, services and payment methods selected by Biller**,** as outlined in the Biller Order Form for each Invoice Type, are included in the delivery of products, services, and payment methods.

Definitions:

1. Biller – Merchant / City of Chandler
2. Payer – Client customer, resident, person paying a bill or invoice.
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document.
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function.
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes.

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
c. **Browser Compatibility** - As of February 15, 2018, web browsers which do not support Transport Layer Security (TLS) versions 1.1 and 1.2 will no longer be able to connect to the Invoice Cloud platform. Unsupported browsers include Internet Explorer running on Windows XP, Server 2003, and Vista operating systems.

2. Data Integration

The integration(s) matrix for the Biller will include the functionality found in Appendix B.

3. **EBPP Customer Portal**

The Customer Portal is an electronic bill presentment and online payment portal (EBPP) where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
c. The Service may provide the Payer the option of making a payment via credit/debit card, digital wallet, or e-check (EFT/ACH), with the option to add additional Payment Methods in the future in accordance with the Biller Terms and Conditions attached hereto as Exhibit I.
d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
f. Payers will have the option to enroll in Pay by Text:
    - Provides interactive SMS registration and enrollment confirmation
    - Sends notification when new bills are available for viewing and payment
    - Allows for payment utilizing a stored-payment method (default payment method) or payment via URL
g. The system will accept partial, full, or overpayments as defined by the Biller.
h. The Payer will register with the Service using the authentication method designated by Biller.
i. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
j. The Payer will receive an email confirmation of payment after any payment process.
k. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
m. The Service includes shopping cart functionality.
n. The Service will allow the Payer the option to elect paperless billing.
o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
p. Billers will have the option to enable an in-line Donations Invoice Type:
    - Payers can make a one-time monetary donation to a particular fund, in addition to their primary bill payment, which appears as a line item on the transaction receipt.
    - Biller may choose from several configuration options including but not limited to, round up, fixed amount, other donation amount, start and end date.

- IC supports up to 10 unique donation invoice types with logo and informational text box. Changes are made by request through the HelpDesk.
- Transaction reporting is made available in the Biller Portal.
- Biller may choose to deposit donation funds into a separate bank account.

4. **Biller Portal**

The Biller Portal is our comprehensive administrative portal where Biller staff will have access to reporting, reconciliation, view SaaS product release notes and send feedback, customer profile management tools, search real time payments, manage customer email templates, contact support, sign up for training, and other general reporting functions.

- Customer Profile – Management Tools (subject to applicable user permissions)
    - Ability to assist a customer with payments using a new or saved payment method
    - View 24-months billing and payment history, with PDF/HTML bill view
    - Ability to enroll or modify customer enrollment in AutoPay, Paperless, Pay by Text, or Recurring Scheduled Payments
    - Login as Account Owner
    - Re-send first email notifications, send on demand Pay by Text SMS
    - Compatible with POSPay to facilitate EMV transactions
    - View summary Email History with send dare and click through history
    - View Customer History, including CSR activity on account
    - Facilitate Password Reset
- User Permissions – The Biller Portal includes a table of permissions for each individual User, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- Maintenance Window – InvoiceCloud provides the option to create maintenance windows, which are time spans in which users are not allowed to process transactions. If a payment attempt is made during an active maintenance window, the user will be redirected to a page with a message that the system is undergoing maintenance. Biller Portal users with sufficient permissions can manage maintenance window timing and messages as needed. This includes an option to apply a maintenance window to all customer-facing pages, when you need to go further than blocking new payment attempts and restrict all customer access to InvoiceCloud (bill search, login, browsing) during the time span provided. Two types of maintenance windows can be enabled:
    - Daily Maintenance Window – a recurring maintenance window that runs daily during a provided time span (from HH:MM to HH:MM).
    - Scheduled Maintenance Window – a continuous maintenance window that runs during a provided date range with start and end times (from DD/MM/YYYY at HH:MM to DD/MM/YYYY at HH:MM).

5. **Reporting**

The reports listed below are standard in the Biller Portal. They do not require any customization and are available on demand. All reports can be scheduled by the user to be delivered by email with a CSV file download. Available reporting may vary, depending on your billing system integration method (batch vs real-time) or portal delivery method (InvoiceCloud direct vs Single Sign-On).

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- Please note that by selecting “All Rows” in a report, the user can schedule it for email delivery.
- User can customize the report name and frequency.
- Multiple email addresses can be added to receive reports.
- All reports can be exported to Excel.

General Reports:

- Search Customers
- Search Files:
  - Adjustment Files
  - Invoice Files
  - Payment Files
- Search Payments
- AutoPay
- Customers:
  - Customer Conveyance
  - Data Pump History
  - Expiring Cards
  - Pay by Text Registrations
- Donations:
  - Donors Report
  - Donation Summary
- Email:
  - Email Change
  - Email Do Not Send List
  - Email Notification Summary
  - Email Statistics
  - Email Tracking
- Invoices: Total Outstanding Invoices
- Paperless:
  - Paperless Billing
  - Paperless Bounce
  - Paperless Registration History
  - Paperless
- Payments:
  - Daily Payments Received
  - Monthly Summary
  - Recurring Scheduled Payments
  - Registration
  - View Scheduled Payments

Custom Scheduled Reports:

- Active Customers
- Email Click Through from Current Month
- Email Click through from Last Month
- Inactive Customers
- Outstanding Invoices
- Paperless Customers with Address
- Paperless Customers Email Address
- Payment Details from last Month
- Payment Details from Yesterday

Reconciliation Reports:

- Batch:
  - Open Batch
  - Settled Batch History
- Chargebacks
- Deposit Reconciliation
- Payment Reconciliation
- EFT/ACH Rejects
- EFT/ACH Support: EFT/ACH Reject Codes

Product Reports:

- Cloud Store:
  - Biller Summary
  - Consumer Summary
  - Detail Export
  - Payment Summary
  - Transaction Detail
- Online Bank Direct
  - Deposits
  - Pending Payments
  - Processed Payments
  - Reconciliation
  - Returned Payments
  - Reversals
  - Unmatched Payments
- Request System
  - Search Requests
  - Open Requests
  - Configuration
- Outbound Campaigns

Reports by Subscription (Email Recipients):

These reports are designed for Biller's individual users or distribution groups, who want to receive updates, whenever the event is triggered.

- ACH Reject
- AutoPay
- Batch Close
- Chase Retrieval Requests
- Cloud Payments Receipts
- Cloud Store Receipts
- Cloud Burst Newsletter
- Daily Management Report
- Data Pump Error Summary
- File Processing
- Month End Billing Invoice
- Online Bank Direct
- Paperless Customer Email Bounce Daily Report
- Request System Notifications
- Service Updates
- Stratus Notifications

6. **Payer Email Notifications**
   The Service provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

7. **Implementation Process**
   Invoice Cloud assigns an Implementations Manager (IM) for each project. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:
   a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
   b. **Project Timeline** – Details project schedule and milestones.
   c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

8. **[Intentionally Omitted]**

9. **Success Manager**
   A Customer Success Manager (CSM) will be assigned to the client during the implementation. The CSM is there to help ensure the Biller receives the maximum value from the platform and has an internal advocate, adoption resource, and point of escalation if/when needed.

10. **Biller Training**
    Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
    - All standard training will be done remotely. Invoice Cloud's training personnel will at minimum provide sessions for Payer Portal, Biller Portal, and Reconciliation.
    - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
    - Live Training Enrollment is available in the Biller Portal.
    - A library of pre-recorded training videos are also available in the Biller Portal.

11. **Marketing**
    Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:
    - Bill Inserts
    - Newsletters
    - Envelope Teasers
    - Pay Button Link
    - Posters with Acrylic Stands for Payment Counters

- Business card sized take-away cards with QR code
- Local cable/TV station announcement

12. IVR

CloudIVRConnect allows Billers to accept payments via our interactive voice response system, offering payers 24-hour access to account balance and payment options.

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Additional languages may be scoped upon request
- Provides for a customizable initial greeting (includes Biller name) – all remaining prompts are standard
- Ability to pay with credit card, debit card, or e-check (ACH)
- Replays information with Invoice Cloud generated confirmation #
- On Demand SMS URL, Cell Phone Number Authentication, Saved Payment Method, and Email confirmation available configuration options.

13. AgentConnect

The IC AgentConnect allows Biller Users (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card, debit card, or e-check (ACH)
- Ability to enroll customer in AutoPay
- Ability to enroll customer in Paperless
- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Biller Portal

14. Cloud Store™

The IC Cloud Store allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Linked to Biller branded payment portal.
- Can be configured to accept POSPay transactions in the Biller Portal.

15. POSPay

The IC POSPay solution allows Billers to accept point-of-sale (POS) payments from customers using chip cards (EMV), contactless devices (Apple Pay, Google Pay), and RFID-enabled cards (tap-to-pay). POSPay terminals utilize point-to-point encryption (P2PE) for secure acceptance, tokenization, and transmission of card data to complete transactions. InvoiceCloud offers both wired terminals (Ethernet) for use at the counter and wireless handhelds (WiFi). POSPay can be integrated in Biller Portal for EBPP and Cloud Store invoice types, or third-party applications using CloudPay v2.

16. Online Bank Direct™

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The IC Online Bank Direct (OBD) allows Billers to electronically import e-check (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding e-checks

17. <u>Outbound Campaigns</u>

Outbound Campaigns is a multi-modal broadcast platform that allows Biller delivery of automated Voice, SMS, and Email notices. Campaigns can be targeted to notify specific customers using preferred contact methods and configurable messages. Campaigns can be queued for instant delivery or scheduled to be sent out in the future. Whether you're sending out notifications for customer support, emergency alerts or appointment reminders, Outbound Campaigns allows you to contact and keep in touch with customers throughout their entire journey.

This statement of work contains many products, services, and payment methods. Only the specific products, services and payment methods selected by the Biller**,** as outlined in the Biller Order Form, are included in the delivery of products, services, and payment methods.

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EXHIBIT B
FEE SCHEDULE

Biller Certifications:

A. Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to Biller's checking/deposit account(s) designated above at the depository financial institution(s) named above and to debit/credit the same such account(s). Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in its account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.

B. Biller agrees that: (1) all information and documents submitted in connection with Biller Order Form are true and complete; (2) it authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports; (3) if Biller's order includes kiosks, then the terms and conditions of the Kiosk Managed Services Standard SOW (and applicable schedules) are hereby agreed to by Biller and incorporated herein by this reference; (4) in the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.

C. Pay by Text: Standard data rates and text messaging rates may apply based on the individual payer's plan with their mobile phone carrier. Payers can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.

InvoiceCloud™

Biller Order Form

SALES INFORMATION			
IC Sales Rep	Carlyn Altheide	Vertical	Local Gov (Util, Tax, Misc)
Order Date	5/8/2023	Billing Software	Harris - Advanced

BILLER INFORMATION					
Ownership Type	Government	Phone	(480) 782-2250	Fax	
Legal Name	City of Chandler	Website URL	www.chandleraz.gov		
Address 1	175 S Arizona Ave	Bus. Open Date	1920		
Address 2		Federal Tax ID	86-6000238		
City	Chandler	*Federal Tax ID and Legal Name must match on all documents*			
State	AZ ZIP 85225				

BILLER CONTACT	
Primary Contact Name	Christina Pryor
Phone	(480) 782-2403
Email Address	christina.pryor@chandleraz.gov

SIGNING AUTHORITY			
Name	Kevin Hartke	Title	Mayor
Phone	480-782-2200 Fax	Email Address	

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)			
Note: Must include voided business check or bank letter for each unique account			
Billing Method	Direct Debit		
Routing #		Last 4 Acct #	

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*

Description	Interval	Cost Type	Cost
EFT - ACH Reject Fee Non-Submitter	Per Transaction	Fixed ($)	$5.00
Invoicing - Outbound Campaigns - Email	Per Transaction	Fixed ($)	$0.04
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed ($)	$5.00
Credit Card - Chargeback Fee Non-Submitter	Per Transaction	Fixed ($)	$25.00
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed ($)	$25.00
Biller Portal Access Fee	Monthly	Fixed ($)	$2500.00
Invoicing - Outbound Campaigns - Text	Per Transaction	Fixed ($)	$0.05
Invoicing - Outbound Campaigns - Call	Per Transaction	Fixed ($)	$0.05
Invoice Presentment For Paperless Customers	Per Transaction	Fixed ($)	$0.00

PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed ($)	$25.00

HARDWARE						
Card Reader Type	EMV	Quantity		Cost per Reader	$30.00	
Card Reader	PAX A80			Billing Interval	Monthly	
Shipping Address (if different than location address)						

DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION CHARGES			
Description	**Interval**	**Cost**	
Implementation (per SOW)	One-Time	$0.00 *(WAIVED)*	

NOTES/SPECIAL HANDLING
EMV devices will be ordered for each Department upon request. IC will produce an Add-On BOF for each Department requiring authorized City signatory. Biller Portal Access Fee: The rate is $2500/month with unlimited biller users and paperless billing, as in the original contract and current amendment #3.

[signature page follows]

CERTIFICATION AND AGREEMENT

A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.

B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.

C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.

D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:	Accepted by Invoice Cloud, Inc.:
X	X Kevin W. O'Brien
Corporate Officer/Authorized Official	Corporate Officer
Kevin Hartke	Kevin W. O'Brien
Printed Name	Printed Name
Mayor	President
Title	Title

Approved as to Form:

_____

City Attorney

Attest:

_____

City Clerk

InvoiceCloud™

Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility	Pricing Model	Non-Submitter	
		Biller Pays Network Fees	Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
86600	86600	86600	86600	86600	86600	86600	86600	86600	86600	86600	86600

Avg CC Transaction $	120.00	Max Invoice $	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	86600

PRODUCTS AND SERVICES

Products and Services	[EBPP/SSO] [IVR] [Outbound Campaigns] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
All Payment Sources	Credit/Debit/PayPal		$0.55	
All Payment Sources	ACH/EFT		$0.45	
IVR	All Payment Methods		$0.40	
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

NOTES / SPECIAL HANDLING

InvoiceCloud™

Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Police Department	Pricing Model	Non-Submitter	
		Biller Pays Network Fees	Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000

Avg CC Transaction $	170.00	Max Invoice $	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	1000

PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
All Payment Sources	Credit/Debit/PayPal		$0.55	
All Payment Sources	ACH/EFT		$0.45	
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

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InvoiceCloud™

Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Permits II OTC	Pricing Model	Submitter	
		Biller Pays Network Fees	No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
610	610	610	610	610	610	610	610	610	610	610	610

Avg CC Transaction $	635.00	Max Invoice $	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	610

PRODUCTS AND SERVICES

Products and Services	[Cloud Pay] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	$1.95
All Payment Sources	ACH/EFT	$0.95	Fixed ($)	
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

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InvoiceCloud™

Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Fire Prevention	Pricing Model	Non-Submitter	
		Biller Pays Network Fees	Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
36	36	36	36	36	36	36	36	36	36	36	36

Avg CC Transaction $	105.00	Max Invoice $	10,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	36

PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
All Payment Sources	Credit/Debit/PayPal		$0.55	
All Payment Sources	ACH/EFT		$0.45	
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

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BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Police Cadet	Pricing Model	Non-Submitter	
		Biller Pays Network Fees	Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	6	6	6	6	6	6	6	6	6	6	6

Avg CC Transaction $	437.00	Max Invoice $	1,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	6

PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
All Payment Sources	Credit/Debit/PayPal		$0.55	
All Payment Sources	ACH/EFT		$0.45	
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	50,000	ACH Max ($)	125,000

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

NOTES / SPECIAL HANDLING

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Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Passport Fees	Pricing Model	Submitter	
		Biller Pays Network Fees	No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
115	115	115	115	115	115	115	115	115	115	115	115

Avg CC Transaction $	25.00	Max Invoice $	500.00	Bill Frequency	Monthly	Avg. Bills Per Month	115

PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	$1.95
All Payment Sources	ACH/EFT	$1.95	Fixed ($)	
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

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Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Permits II OTC	Pricing Model	Submitter	
		Biller Pays Network Fees	No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
610	610	610	610	610	610	610	610	610	610	610	610

Avg CC Transaction $	635.00	Max Invoice $	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	610

PRODUCTS AND SERVICES

Products and Services	[Cloud Pay] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	$1.95
All Payment Sources	ACH/EFT	$0.95	Fixed ($)	
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

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InvoiceCloud™

Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Business Registration and Licensing Renewal	Pricing Model	Non-Submitter	
		Biller Pays Network Fees	Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0	0	0	0	0	0	500	0	0	11000	0	0

Avg CC Transaction $	200.00	Max Invoice $	125,000.00	Bill Frequency	Semi-Annually	Avg. Bills Per Month	958

PRODUCTS AND SERVICES

Products and Services	[Cloud Pay] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
All Payment Sources	Credit/Debit/PayPal		$0.55	
All Payment Sources	ACH/EFT		$0.45	
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

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Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Fire Operations	Pricing Model	Non-Submitter	
		Biller Pays Network Fees	Yes	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	1	1	1	1	1	1	1	1	1	1	1

Avg CC Transaction $	8,718.00	Max Invoice $	10,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	1

PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
All Payment Sources	Credit/Debit/PayPal		$0.55	
All Payment Sources	ACH/EFT		$0.45	
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

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InvoiceCloud™

Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Airport Leases and Permits	Pricing Model	Submitter	
		Biller Pays Network Fees	No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
40	40	40	40	40	40	40	40	40	40	40	40

Avg CC Transaction $	59.00	Max Invoice $	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	40

PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	$1.95
All Payment Sources	ACH/EFT	$0.95	Fixed ($)	
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

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InvoiceCloud™

Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Accounts Receivables Misc Reports	Pricing Model	Submitter	
		Biller Pays Network Fees	No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
100	100	100	100	100	100	100	100	100	100	100	100

Avg CC Transaction $	300.00	Max Invoice $	125,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	100

PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	$1.95
All Payment Sources	ACH/EFT	$0.95	Fixed ($)	
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

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InvoiceCloud™

Biller Order Form

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Misc	Pricing Model	Submitter	
		Biller Pays Network Fees	No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	10	10	10	10	10	10	10	10	10	10	10

Avg CC Transaction $	16.00	Max Invoice $	500.00	Bill Frequency	Monthly	Avg. Bills Per Month	10

PRODUCTS AND SERVICES

Products and Services	[Cloud Store] [Point of Sale]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $
TRANSACTIONAL PRICING EXCEPTIONS				

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee ($) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.95 %	Percent (%)	$1.95
All Payment Sources	ACH/EFT	$0.95	Fixed ($)	
SERVICE FEE EXCEPTIONS				

MAX PAYMENT CAP

Card and PayPal Max ($)	125,000	ACH Max ($)	125,000	

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	

NOTES / SPECIAL HANDLING

DocuSign Envelope ID: EB7EEB5F-6CFF-43F8-A8CF-C69370DD9F08

EXHIBIT C
SERVICE LEVEL REQUIREMENTS

Invoice Cloud ("we") understand that service interruptions hinder Biller ("your" or "you") ability to process payments. We set a high bar for uptime.

1. The Basics

- Invoice Cloud's Service Level Agreement (SLA) commits to a 99.9% monthly uptime.

- Invoice Cloud uses consistent maintenance windows whenever possible, but at times may need to make emergency changes for security and other reasons.

- Client Services is available during extended business hours and will also respond 24 x 7 in the event of a Critical Severity Incident.

Reliability. Invoice Cloud's track record speaks for itself: Invoice Cloud has consistently achieved a 99.9+% application uptime. Redundancy is built in across layers of the stack including but not limited to servers, storage, firewalls, web application firewalls, load balancers and networking components. This includes geographic redundancy between Microsoft Azure's East Coast and West Coast zones.

2. The Details

Service Level Agreements are often full of confusing language that is difficult to decipher and obscures what the provider actually promises to do. We strive to make this simpler.

Uptime. Invoice Cloud measures Monthly Uptime as the number of minutes per month when the Invoice Cloud customer portal is available, as calculated below. Our multiple monitoring tools monitor our infrastructure 24 x 7. If there is an issue, our automated monitoring systems alert our technical staff.

Here are some situations that will not be counted toward Downtime ("Excluded Downtime"):

- "Scheduled Downtime" to complete maintenance including system upgrades and updates.
- Issues related to integrations you've configured and their configuration or performance.
- Issues stemming from payment processors, and other third parties such as Paya and Chase and other issues that are beyond Invoice Cloud's control, and issues stemming from Azure and any cloud provider.
- Network problems which are beyond our control such as your internet connection, firewall, or routing configurations preventing data from flowing to or from Invoice Cloud or bad routing tables between your ISP and our servers.
- Issues related to the performance of your billing system, print vendor, etc. that are outside Invoice Cloud's control and management.
- "Force majeure" – events or circumstances beyond our reasonable control (such as an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, denial of service attack, or

ISP failure or delay).

Uptime. "Monthly Uptime" is the percentage of total minutes in a month when Invoice Cloud Service was available to you. This is calculated by dividing the number of uptime minutes in the month (all uptime minutes plus Excluded Downtime as defined above) by the total number of minutes in that month. "Downtime" is the time where Invoice Cloud Service is not available excluding any Excluded Downtime.

Scheduled Downtime. Invoice Cloud may occasionally need to perform maintenance to ensure a high level of security and reliability, or install major system upgrades. To keep things simple and least impactful to you, we strive to schedule maintenance on the last Sunday of each month, between 5 am – 8 am Eastern Time. Invoice Cloud does not typically use every maintenance window, and in many cases, the impact to system availability is less than the allotted three hours. Invoice Cloud will update and publish the Scheduled Downtime schedule at the beginning of each calendar year for the following 12 months.

If we need to perform maintenance outside the monthly window, we will notify you at least two (2) business days in advance via the email address provided in Biller's Invoice Cloud account. In circumstances where we need to perform unscheduled maintenance for critical reasons, e.g., an emergency security change, Invoice Cloud will notify Biller as soon as reasonably possible under the circumstances via the email address provided in Biller's Invoice Cloud account.

Service Credit Calculation: In the event that Monthly Uptime (excluding any Excluded Downtime) is less than the percentages set forth below, measured within a calendar month, then the Biller will be entitled to a credit against below referenced transaction fees paid by Biller for such month as provided in the table below, as the Biller's sole and exclusive remedy for lack of Uptime, downtime, availability or outages, as follows:

Monthly Uptime (excluding any Excluded Downtime) in a Calendar Month	Credit
>/=99.75% and < 99.90%	1% of aggregate Credit/Debit/PayPal and ACH/EFT fees as shown in the Biller Order Form under Transactional Pricing*
>/= 99.50% and < 99.75%	3% of aggregate Credit/Debit/PayPal and ACH/EFT fees as shown in the Biller Order Form under Transactional Pricing*
< 99.50%	5% of aggregate Credit/Debit/PayPal and ACH/EFT fees as shown in the Biller Order Form under Transactional Pricing*

* Credits specifically exclude any Biller paid Network Fees associated with Credit/Debit/PayPal and ACH/EFT transactions.

During Biller's regularly scheduled quarterly meeting with their assigned Invoice Cloud Customer Service Manager (CSM), Biller and the CSM shall review Invoice Cloud's performance against the service levels hereunder, including Monthly Uptime and Downtime metrics provided by Invoice Cloud, for those

months that elapsed since the prior quarterly meeting. In the event that Invoice Cloud reports any such Downtime as part of the quarterly meeting review that would entitle Biller to a service credit(s) hereunder, Invoice Cloud shall apply such service credit(s) against the Fees to be charged to Biller in the next scheduled invoice.

3. Support

Invoice Cloud's Client Services team is available to assist you Monday – Friday from 7:00 am – 8:00 pm Eastern Time, excluding holidays. You may submit a ticket (at any time) via your Biller Portal, or, during these hours, speak to a Product Specialist who will answer questions, troubleshoot problems and assist as needed to enable you to get the most from your partnership with Invoice Cloud and your use of the EBPP platform. You will also be provided with a special telephone number that you can use should you encounter an emergency after hours. An answering service will gather relevant information and alert the on-duty Client Service team member who will contact Biller and notify the appropriate internal resources if action is required prior to the next business day. Additionally, prior to going live, Invoice Cloud will provide you with defined escalation procedures and contact information of key Invoice Cloud personnel, including your assigned Customer Success Manager.

Invoice Cloud works to resolve Critical Severity Incidents 24 x 7 x 365. Invoice Cloud supports continuous monitoring of its systems using multiple third-party and internally developed tools and provides an after-hours Client Services emergency number for Billers to report incidents. Billers requiring service after hours must call the emergency number to obtain a timely response. The table below enumerates Invoice Cloud's target acknowledgement times based on severity level. Invoice Cloud makes commercially reasonable efforts to meet or exceed these targets. Invoice Cloud also notifies the Biller proactively via email and when appropriate, Biller Portal banner, when a widespread issue such as a system outage occurs.

Severity	Examples	Time to Acknowledge Business Hours	Time to Acknowledge After Business Hours
Critical	Unavailability of the Invoice Cloud platform that prevents Biller or Biller's customers from completing at least 99% of online payments within a hour.	15 minutes	45 minutes
High	Degraded performance of the Invoice Cloud platform, although Biller and Biller's customers can continue to complete at least 99% of payments online within a hour.	1 hour	1 hour if Biller calls and requests overnight response, otherwise next calendar day
Other	General questions, support requests, troubleshooting, password resets, data pulls,	4 hours or next business day	Next business day

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	problems with reports or individual or small subset of accounts, etc.		

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EXHIBIT D
SUPPORT SERVICES REQUIREMENTS

1. SUPPORT SERVICES

1.1 Database Support. Contractor will maintain all City data at all times regardless of size of database and database size will not impact system responsiveness. Contractor will not purge any data without City's prior written approval. Notwithstanding the foregoing, Contractor reserves the right to remove and/or delete remaining City data no less than sixty (60) days after termination or expiration of the Agreement except as prohibited by applicable law or in the event of exigent circumstances.

1.2 Test Environment. Contractor will make available to City a test environment that is a reasonable approximation of the production environment, and which may include, as agreed upon by the parties, links and functionality to any test systems needed to test, train or validate upgrades, and/or bug fixes, but which in no case will include any user passwords, payment/wallet information, actual transaction or processing data, or any other sensitive information from the production environment as such is determined by Contractor in its reasonable discretion.

1.3 Third Party Software Versions. Contractor will support the current version of major browsers (i.e., Chrome, MS Edge and Safari). Contractor will maintain an integration with currently-supported (as of the Effective Date hereof) versions of CIS Infinity and other partner integration applications currently supported by Contractor. In the event that the City requires Contractor to upgrade to a new version of CIS Infinity or other such partner integration application supported by Contractor, the Parties shall enter into a separate statement of work or similar writing where mutually agreed upon that sets forth the terms, pricing and project scope associated with such upgrade.

2. PROCEDURES

2.1 Authorized Contacts. Within 30 days of the execution of the Agreement, each Party will provide to the other a list of its authorized contact people. Each Party must give to the other 30 days' prior notice of any proposed changes to the list of authorized contact people.

3. SOFTWARE RELEASES

3.1 Contractor will provide release notes and training for new features. Contractor will provide City access to releases that are issued by Contractor during the term of the Agreement. With respect to Contractor's monthly releases, Contractor shall: (1) perform testing in advance of such release to determine any material impact on the Parties' then-current integration(s); and (2) communicate its testing plan to the City as part of the Parties' regularly scheduled working sessions.

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4. CONTENT LIBRARY/TRAINING MATERIALS

4.1 During the term of the Agreement, City will have access to Contractor's Content Library and training materials.

5. MONITORING AND REPORTING SERVICES

5.1 During the City's regularly scheduled quarterly meeting with their assigned Contractor Customer Service Manager (CSM), the City and the CSM shall review the following items as part of their meeting agenda:

- Number of support tickets Open, Closed within that quarter
- Number of overall Open tickets and Closed tickets Annually
- Average length ticket is open
- Average length to close a ticket
- Contractor's performance against the service levels set forth in Exhibit C (including Monthly Uptime and Downtime metrics and any resulting service credit(s) owed)

Contractor shall provide the City with a written report containing relevant data corresponding to each of the items listed immediately above no less than three (3) business days prior to the date of the scheduled quarterly meeting. Additionally, no more than once per calendar year upon the City's written request, Contractor agrees to provide the City with a copy of its most recent SOC2 Type 2 report.

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EXHIBIT E
DISASTER RECOVERY PLAN

Executive Summary:

Current DR Infrastructure

Each tenant subscribing to our application is securely hosted in the Microsoft Azure Cloud. All clients and their customers interact with and reference data from the Microsoft Azure platform. Invoice Cloud does not own or manage any physical hardware in our environment. All physical and virtual datacenter assets and operations are maintained by Microsoft in their East and West Azure regions. Microsoft Azure East is the primary region, and Azure West is the standby. For more information about Microsoft Azure please see https://azure.microsoft.com/en-us/overview/what-is-azure

Database architecture

- Client data is isolated in separate databases (DB)
- All database instance data are geographically replicated between Microsoft Azure East and Azure West with a 5 second recovery point objective, and one-hour automatic failover recovery time objective
- Optional: Local zone redundancy in active region for additional resiliency on customers in premium SQL pools
- Point in time backup recovery to any minute in the last 35 days

Storage Architecture

- All storage is locally redundant and replicated geographically to Microsoft Azure West region

Current Compute Architecture

- Virtual server instances are backed up locally every 24 hours
- Virtual server instances are continuously replicated to Microsoft Azure West region

Future DR Infrastructure

Invoice Cloud is currently advancing a project to move to an active-active architecture in Microsoft Azure regions utilizing global load balancing and content delivery with continuous health checks and automated flow of traffic between Azure regions.
Invoice Cloud is also moving to a scalable and resilient Kubernetes based infrastructure that is delivered via Infrastructure as Code to accelerate the delivery of cloud computing resources. The project has been rolled out in early stages to smaller workloads.

Disaster Recovery Plan Outline of Actions and Activities

1. Risk and Impact Assessment
2. Preparation and Risk Mitigation

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3. Disaster Recovery and Business Continuity Declaration
4. Functional Team Checklist Validation
5. Actors, Roles, and Responsibilities
    a. Executive Leadership
    b. Department Heads
    c. Disaster Recovery Team
    d. Vendors/Partners
6. Key Areas of Preparation and Actions
    a. Contact Center
    b. Public Relations
    c. Information Security
    d. Legal and Compliance
    e. Emergency messages
    f. Passwords, license keys, warranty information
    g. Network Connectivity
    h. Backups
    i. Systems Inventory
    j. Remote Workers
7. Recovery Plan
    a. Employee and Vendor Notification
    b. Customer Notification
    c. Process Restoration and Testing
        i. Restore critical processes for emergency level
        ii. Restore key processes
        iii. Restoring to business-as-usual
    d. Monitoring and Reporting
    e. Declaration of restoration levels
8. Damage and Assessment
    a. Insurance
    b. Financial BIA
    c. Recovery Success Evaluation
    d. Retrospective and Improvement

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EXHIBIT F
EXIT PLAN

For purposes of this Exit Plan, the following terms shall bear the meanings set out below:

"**Replacement Services**" means any services which are substantially similar to the Services and which Client or one of its Affiliates procures in substitution for the Services following the termination of this Agreement, whether those services are provided internally and/or by any third party.

"**Replacement Supplier**" means any third-party service provider of Replacement Services appointed by Client or one of its Affiliates from time to time.

"**Termination Assistance Fees**" means the charges payable by the Licensee for the Termination Services as shall be set out in the Exit Plan.

"**Termination Period**" means the period of 12 months (which may be reduced at the Licensee's discretion by giving Licensor 60 days' written notice) commencing on the date of service of any notice of termination of this Agreement.

"**Termination Services**" means the termination transition services to be provided under the Exit Plan. In addition, Services under this Agreement shall be provided in accordance with the terms of this Agreement during the Termination Period.

1. Provided that Client and its Affiliates are in compliance in all material respects with their obligations under this Agreement, for the Termination Period, Provider shall provide all reasonable and necessary transition assistance to Client and its Affiliates pursuant to the Exit Plan to allow, as chosen by Client, the orderly transfer and replacement of the Services by Client or a Replacement Supplier, or their respective Representatives. Such transition may entail the substitution of Web sites, communication networks, software, servers, and reports, and/or the termination or modification of the Services in whole or in part. Provider and Client shall cooperate with each other in the mutual production of the Exit Plan in accordance with this Schedule with a view to completing the Exit Plan in a timely manner.
2. As soon as reasonably practicable after any notice of termination is served in accordance with this Agreement, the Parties shall:
   (a) Agree upon a date (which shall be no later than 14 calendar days after the date of such meeting) for the joint production and circulation of a first draft of the Exit Plan; and
   (b) Appoint a senior management individual of each of the Parties, each of whom shall act as a point of contact for the Termination Period and to deal with all matters relating to termination of both the Services and/or any license relating to the Licensed Materials granted under this Agreement.
3. The Exit Plan shall:
   (a) Address the scope of the Termination Services, Termination Assistance Fees, adequacy of the Replacement Supplier's data security and privacy and control measures and processes in place and the service levels applying to the Termination Services. Unless otherwise agreed by the parties, each party shall continue to meet its respective obligations under this Agreement during the Termination Period. Provider acknowledges that it is important to Client to effect an orderly transition in-house or to a Replacement Supplier of the Replacement Services and, in this respect, it is also important that there is no degradation in the provision of the Services. All Termination Assistance Fees shall be chargeable as stated in the Exit Plan; and
   (b) Describe more particularly the process by which the parties shall return or cease to use each other's Confidential Information; and
   (c) Address the project management of the Termination Services and identify relevant individuals who shall manage the provision and implementation of the Termination Services.

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4. Upon request by Client during the Termination Period, Provider shall provide to Client any reasonable documentation describing, subject to the confidentiality provisions in the current agreement, for internal use of the Client (and not any other supplier), explaining or which would otherwise assist Client in inviting third party service providers to supply the same or similar software and/or services (or any part of the same) and negotiating alternate arrangements with those third parties with regard to the provision of Replacement Services. Any such provision shall be made subject to reasonable licensing and/or confidentiality obligations which shall be agreed by the parties.
5. Provider shall provide or make available to Client detailed information, data, and records reasonably necessary for the provision of services similar to the Services and/or any software which may be used by Client or a Replacement Provider in lieu of the Software post termination of this Agreement. Any such availability shall be made subject to reasonable licensing or confidentiality obligations which are in the current agreement or otherwise as such shall be agreed by the parties.
6. The Parties shall agree any other reasonably necessary provisions to facilitate a smooth and orderly transition from Provider to Client or the Client's nominated Replacement Supplier.

Notes

All schedules referred to in this form must be drafted by the user and are not supplied.

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EXHIBIT G
INSURANCE REQUIREMENTS

A. <u>Minimum Scope and Limits of Insurance</u>: Contractor must provide coverage with limits of liability not less than those stated below.

1. <u>Commercial General Liability – Occurrence Form</u>
   Said insurance must also include coverage for products completed operations, , personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$4,000,000
Each Occurrence	$2,000,000

   The limits set forth immediately above may be satisfied through any combination of primary insurance and umbrella liability insurance. The City of Chandler must be included as an additional insured.

   The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

2. <u>Worker's Compensation and Employers' Liability</u>

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

   Policy shall contain a waiver of subrogation against the City of Chandler.

3. <u>Tech E&O and Network Security & Privacy Liability Insurance (Cyber)</u>
   In addition to the insurance requirements set forth in the Agreement, Contractor agrees to provide the following insurance coverage and limits of coverage as part of this Agreement.

   For Service Contracts under $500,000 minimum limits:

Per Claim	$3,000,000
Aggregate	$3,000,000

For Service Contracts over $500,001 minimum limits:

Per Claim	$5,000,000
Aggregate	$5,000,000

   The policy shall maintain insurance for covered acts, errors or omissions related to the services defined in the Scope of Services of this Agreement. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that

either continuous coverage will be maintained, for an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the Agreement. If necessary to meet this 3-year post-Agreement termination requirement, Contractor will purchase tail coverage, if commercially and reasonably available. If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same. The insurance shall provide coverage, per the policy terms and conditions, for the following risks:

3.1 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.

3.2 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.

3.3 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.

3.4 Additional Requirements: The policy shall provide a waiver of subrogation as follows or substantially similar to the following: if, prior to a claim being made, Contractor has waived its rights to recovery against a person or entity in any written contract or agreement, then the insurer will waive its rights to subrogation against such person or entity to the same extent as Contractor's waiver. If requested by City, Contractor shall provide a copy of the waiver of subrogation endorsement or policy wording where Contractor has waived its rights to recovery.

B. **Additional Insurance Requirements**: The policies must contain, or be endorsed to contain, the following provisions: Contractor's Commercial General Liability and Umbrella Liability insurance coverage must be or follow underlying primary insurance and non-contributory insurance with respect to the obligations that Contractor has undertaken under this Agreement. The Commercial General Liability and Umbrella Liability insurance must contain, or follow underlying insurance with, a severability of interest or separation of insureds clause. The Commercial General Liability, Umbrella Liability Tech E&O/Network Security & Privacy Liability and Worker's Compensation policies shall provide, or follow underlying insurance with, a waiver of subrogation where required by written contract.

C. **Notice of Cancellation**: For each insurance policy required by the insurance provisions of this Agreement, Contractor must provide the required coverage and must provide thirty (30) days prior written notice of cancellation to the City except for non-payment of premium for which a ten (10) day

notice will be provided. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
Attention: Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, Arizona 85244-4008
Phone: (480) 782-2400
Email: purchasing@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

D. **Acceptability of Insurers**: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

E. **Verification of Coverage**: Contractor must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to reasonably provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Information Technology Department with a copy to Risk Management as the addresses listed in Section C. The Agreement number and description are to be noted on the certificate of insurance. Contractor shall provide updated certificates of insurance and herein-required endorsements or policy wording annually.

F. **Approval**: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final, but not unreasonably withheld. Such action will not require a formal contract amendment but may be made by administrative action.

EXHIBIT H
BILLER AGREEMENT

1. License Grant & Restrictions. Subject to execution by Biller of the Software as a Service Agreement incorporating this Biller Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Software as a Service Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Except as authorized in the parties' Agreement, Biller may not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at http://www.invoicecloud.com/privacy.html. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Invoice Cloud shall: (i) bear no responsibility or liability for the accuracy, quality, integrity, legality or reliability of Customer Data provided by Biller to Invoice Cloud, *except where* Invoice Cloud makes modifications to such Customer Data without Biller's approval; or (ii) not be responsible for obtaining the intellectual property rights to use and process Customer Data provided to Invoice Cloud by Biller, nor will Invoice Cloud be liable for failing to obtain such intellectual property rights. In the event the Software as a Service Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of the Software as a Service Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under

"Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances or as otherwise agreed to by the Parties.

4. Intellectual Property Ownership. Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

5. [Intentionally Omitted].

6. Effect of Termination. Upon any termination or expiration of the Software as a Service Agreement, Biller shall thereafter only be granted "read-only" access to its account for a period of sixty (60) days for the purpose of accessing and extracting (as needed) Biller and Customer Data. Upon expiration of the 60-day period, Biller's password and account access will be fully disabled.

7. Invoice Cloud Responsibilities. Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty. EXCEPT AS EXPLICITLY SET FORTH IN THE SOFTWARE AS A SERVICE AGREEMENT, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into the Software as a Service Agreement. Biller will endeavor to obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery

and Reinvestment Act of 2009 ("ARRA"), during the performance under the Software as a Service Agreement, it will endeavor to comply with all such law, regulations and rules related thereto.

Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller's software and service providers and providing to Invoice Cloud the information required to integrate with Biller's billing, CIS and other applicable systems.

10. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the "Implementation"). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Biller Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Biller Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller's specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Biller error.

11. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

12. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

13. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED $10.

14. General.

All rights and obligations of the parties in Sections 4 and 13 of this Biller Agreement shall survive termination of the Software as a Service Agreement. Additional terms and conditions and definitions ("Biller Terms and Conditions") applicable to this Biller Agreement and the Biller Order Form (Exhibit B) are attached hereto as Exhibit I and are agreed to by Invoice Cloud and Biller.

EXHIBIT I
BILLER TERMS AND CONDITIONS

1. Definitions.

The following definitions apply as used in the Agreement and in any Biller Order Form and add on Biller Order Form, now or hereafter:

"Agreement" or "Biller Agreement" means these terms and conditions, the Biller Agreement, any Biller Order Form, add on Biller Order Form, whether written or submitted online and any materials available on the Invoice Cloud website specifically incorporated by reference herein;

"Biller", "you", or "your" means the Invoice Cloud customer that has executed or agreed to the Biller Agreement, Biller Order Form and Billers Terms and Conditions whether written or submitted online;

"Biller Data" means invoices and bills of the Biller as well as the Content of such invoices and bills;

"Biller Order Form" means the order form referencing the service to be performed by Invoice Cloud and any add on services under any add on Biller Order Form;

"Chargeback" is a reversal of a Transaction initiated by a credit card company, processor, bank or other financial institution including chargebacks, ACH rejects or reversals, disputes and other refunds or credits, that Biller previously presented to Invoice Cloud under this Agreement and includes, but is not limited to: (i) failure to issue a refund to a Customer as required; (ii) Invoice Cloud did not receive Biller's response to a Retrieval Request within 7 days or any shorter time period required by the Payment Brand Rules; (iii) a Customer disputes the Transaction or claims that the Transaction is subject to a set-off, defense or counterclaim, or (iv) the Biller Bank Account designated by the Customer for an ACH transaction is invalid, or has insufficient funds to complete a Transaction;

"Content" means the information and documents contained or made available to Biller by Invoice Cloud in the course of using the Service; "Customer" shall include customers, payers, taxpayers and users of services of Biller;

"Customer Data" means name, address and contact information of Customers and associated credit card numbers and bank account numbers, excluding any data that Invoice Cloud acquired other than from the Biller or Customers;

"Effective Date" means the date this Agreement is accepted by executing a Biller Order Form;

"Go Live Date" means the date on which those invoice types listed on the Biller Order Form are publicly available to Customers for online payment;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives, integration components

and application programming interfaces thereof, and forms of protection of a similar nature anywhere in the world;

“Integration Components” means software, which integrates the Service with third party software, and any updates or revisions thereto;

"Invoice Cloud" or “we” means Invoice Cloud, Inc., a Delaware corporation;

"Invoice Cloud Technology" means all of Invoice Cloud's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Biller or otherwise developed by Invoice Cloud in providing the Service;

“IVR” means the software as a service which provides interactive voice and communication response functionality, automated payments by voice and text, text (SMS) messaging, and related functionality, including inbound and outbound communications;

“Network” is any Payment Method provider whose payment method is accepted by Biller from Customers and which is accepted by Invoice Cloud for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., American Express, PayPal (including Pay Pal, Venmo, Pay In 4 and PayPal Credit), Discover Financial Services, LLC, and any other Payment Methods, digital wallets, credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearinghouse over which any electronic check processing Transactions may be processed;

“Network Fees” means all pass-through costs including interchange, PayPal brand fees, dues, assessment fees, processing fees, and similar fees, assessed by any Network, credit card or payment processers, bank card issuers, payment associations, ACH and check processers;

“Network Liabilities” means any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks or payment processors as a result of Biller’s actions, omissions, , Transactions or Chargebacks, including without limitation, Biller’s failure to comply with the Network Rules, or this Agreement and/or any agreement with any payment processor;

"Order Form" or “Biller Order Form” means the form evidencing the initial subscription for the Service and any subsequent Biller Order Form, specifying, among other things, the services contracted for, the applicable Biller Pricing fees and Transactional Fees and Service Fees by Invoice Type (as listed on one or more Invoice Parameter Sheets which are part of the Biller Order Form), the billing period, and other charges, terms and conditions as agreed to between the parties, each such Biller Order Form to be incorporated into and to become a part of this Agreement;

“Payment Instrument Transaction(s)” or “Transaction(s)” means a transaction conducted between Biller and its Customers with respect to an account, or evidence of an account, utilizing Payment Methods for payment in connection with the sale, lease, financing or provision of goods and/or services by Biller and/or payment of taxes (either directly or through Invoice Cloud). “Payment Instrument Transaction(s)” or

"Transaction(s)" may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules or card association rules which is submitted to a processor to initiate or evidence a Transaction;

"Payment Processing Agreements" means the payment and card processing agreements and merchant agreements which Invoice Cloud has directed the Biller to enter into to enable Invoice Cloud to provide the Service;

"Payment Methods" means credit and debit cards, ACH, EFT and Check 21 transactions, digital wallets including but not limited to Visa, MasterCard, Amex and Discover, PayPal, Venmo, Apple Pay, Google Pay, credit instruments including PayPal Credit and PayPal Pay in 4, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts that are used for Payment Instrument Transactions and listed on the Biller Order Form. From time to time Invoice Cloud may offer Biller new Payment Methods, and, in such event, Invoice Cloud will provide Biller with notice by email disclosing the pricing under which the added Payment Methods are made available. Biller will have at least thirty (30) days after the date of the notice to opt-out of the additional Payment Methods in the manner provided in the notice. If Biller does not opt-out in such time frame, then on introduction of the additional Payment Methods, Biller will be bound by the additional terms as disclosed in the notice, and the Biller Order Form will be deemed amended to reflect the changes;

"Reserve Account" means a Biller account which is maintained in order to protect Invoice Cloud against the risk of, among other things, existing, potential, or anticipated Chargebacks and to satisfy the other obligations under the Agreement;

"Service(s)" means Invoice Cloud's billing and payment service, the Content, the Invoice Cloud Technology and other services identified on the Biller Order Form, developed, operated, provided, and/or maintained by Invoice Cloud, accessible via www.invoicecloud.com or another designated website or IP address, or ancillary online and/or offline products and services provided to Biller by Invoice Cloud, to which Biller is being granted access under this Agreement.

2. Biller's Responsibilities.

(a) Biller is responsible for the activity solely related to Biller's account(s) and shall endeavor to abide by all applicable laws and regulations as well as card association rules, NACHA rules and Payment Processing Agreements, in connection with Biller's and/or its customers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately in writing of any unauthorized use of any password or account or any other known or suspected breach of security of which Biller is aware; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or reasonably suspected to be unauthorized by Biller or Customers; and (iii) not knowingly impersonate another Invoice Cloud user or knowingly provide false identity information to gain access to or use the Service. Biller shall not: (i) knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) knowingly interfere with or disrupt the integrity or performance of the Service or the data contained therein; (iii) knowingly attempt to gain unauthorized access to the

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Service or its related systems or networks; (iv) knowingly license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (v) knowingly modify or make derivative works based upon the Service; (vi) knowingly recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (vii) knowingly reverse engineer or access the Service; or (viii) knowingly copy any features, functions or graphics of the Service.

(b) Biller must designate on the Biller Order Form (and/or subsequent to execution of the Biller Order Form as requested by Invoice Cloud), at least one bank account for the deposit and settlement of funds and the debit of any Chargebacks, fees and costs, including, but not limited to Network Fees and Network liabilities, associated with the Service or the Transactions (all such designated bank accounts and all bank accounts substituted for accounts listed on the Biller Order Form shall be collectively referred to herein as the "Biller Bank Account"). Biller will authorize Invoice Cloud to instruct its processors to initiate electronic credit entries, debit entries, and adjustments to a Biller Bank Account for amounts due to or from Biller in connection with this Agreement. Invoice Cloud will not be liable for any delays in receipt of funds or errors in Biller Bank Account entries caused by third parties, including but not limited to delays or errors by the Networks, payment processors, merchant acquirors or the bank.

(c) The dollar amount payable to Biller for Biller's Transactions will be equal to the amount submitted by Biller in connection with Biller's sale Transactions. The sum of amounts due from Biller or debited from the Biller Bank Account, including Chargebacks, Network Fees, Network Liabilities, other fees and charges referenced on the Biller Order Form and all applicable charges and adjustments, will be debited via ACH directly from the Biller Bank Account. If, however, Invoice Cloud or the processor fails to withhold Chargebacks, Network Fees or other charges or amounts due from the proceeds payable to a Biller Bank Account (including where such proceeds are insufficient to cover such obligations), or if a Biller Bank Account does not have a sufficient balance to pay amounts due from Biller under these guidelines, Invoice Cloud may pursue one or more of the following options: (i) demand and receive immediate payment from Biller for such amounts; (ii) subject to prior written notice debit the Biller Bank Account for the amount of the negative balance; (iii) reduce future settlement payments by the amount owed, (iv) withhold settlement payments to the Biller Bank Account until all amounts are paid, and (v) pursue any remedies Invoice Cloud may have at law or in equity.

(d) To enable Invoice Cloud to process transactions for the Biller, Biller authorizes and directs Invoice Cloud, its affiliates, the Payment Method providers, and the payment processors: (1) that, with respect to any Payment Instrument Transactions processed by the payment processor, the payment processor will disburse funds to and collect funds from the Biller in accordance with instructions provided to the payment processor by Invoice Cloud, and as otherwise permitted pursuant to any applicable Payment Processing Agreement that Biller has entered into; (2) that outstanding sums due and owing to Invoice Cloud, including, but not limited to Chargebacks and Network Fees, will automatically be debited from the Biller Bank Account for such purpose on a daily or monthly basis at Invoice Cloud's sole discretion. Biller shall maintain sufficient funds in the Biller Bank Accounts to pay all periodic fees, Chargebacks, Network Fees and other fees due hereunder; and non-sufficient funds for these debits, or blocking or otherwise rendering

inaccessible any Biller Bank Account, are grounds for an increase in fees, suspension of the Service, and/or termination of this Agreement.

(e) Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank, and/or other related circumstances. Biller will endeavor to provide Invoice Cloud with timely, complete, and accurate billing and contact information. This information includes Biller's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. Biller will endeavor to update this information within 30 days of when Biller is aware of any change to it.

(f) Biller will endeavor to ensure that it maintains a fair policy in compliance with applicable laws, regulations, and all Network rules with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller will endeavor to disclose any refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return or cancellation policy for the transactions underlying the Payment Instrument Transactions must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change.

If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud, Transactions reflecting such refund/adjustment within 5 business days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment with respect to Transactions under the Service cannot exceed the amount shown as the total on the original Transaction. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor, with respect to credit card transactions, may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law.

Invoice Cloud may inquire if individual users, when they initially log in, wish to receive marketing and other non-critical Service-related communications from Invoice Cloud from time to time. Invoice Cloud must provide a conspicuous method for individual users to opt out of receiving such communications at that time or at any subsequent time by changing their preference at http://www.invoicecloud.com/privacy.html. Note that because the Service is a hosted, online application, Invoice Cloud occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

(g) As to all Transactions that Biller submits to Invoice Cloud for processing, Biller represents and warrants to the extent that Biller can be or is reasonably aware under industry standards and norms that:

(1) The Transactions represent payment or refund of payment, for a bona fide transaction.
(2) The Transactions represent an obligation of the Customer for the amount of the Transaction, and that the Transaction is valid and accurate.

(3) The Transactions do not knowingly involve any element of credit for payment of a previously dishonored payment or for any other purpose than payment for a current transaction and future payments as agreed upon by the Customer.

(4) The Transactions do not knowingly include a material alteration not authorized by the Customer.

(5) The amount charged for the Transaction is not knowingly subject to any dispute, setoff, or counterclaim.

(6) Neither Biller nor its employees has advanced any cash to the Customer in connection with the Transaction, nor has Biller or its employees accepted payment for effecting credits to a Customer.

(7) Biller has not knowingly made a representation or agreement for the issuance of refunds that is not consistent with Biller's return/cancellation policy, which has been previously submitted to Invoice Cloud in writing, and which is available to the Customer.

(8) Any Transaction submitted to Invoice Cloud to credit a Customer's account represents a valid refund or adjustment to a Transaction previously submitted to Invoice Cloud.

(9) Biller has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of the subject Transaction is in any manner impaired. The Transactions, including but not limited to total due fields, are complete, accurate and in compliance with all Network rules, applicable laws, ordinances, and regulations. The Transactions are originated in compliance with this Agreement and any applicable agreements.

(10) For a Transaction in which the Customer pays in installments or on a deferred payment plan, Biller will endeavor to prepare a separate Transaction record for each installment transaction or deferred payment on the date(s) the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Invoice Cloud for processing, shall be deemed to be a part of the original Transaction.

(11) Biller has not knowingly submitted any Transaction that it knows or reasonably should have known to be unauthorized, fraudulent, illegal, or otherwise in violation of any provision of this Agreement or other applicable agreements.

(h) Communications with Customers and Biller Website.

Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, perpetual, and royalty-free license and right to copy, use, publish and distribute Customer names, physical addresses, and email addresses as well as obtain email addresses of Biller's Customers by using data Biller has provided or made accessible to Invoice Cloud or any of its affiliates, solely for the purposes of: (i) communicating or sending to Customers (and/or their agents) information designed to inform, promote, and encourage Customers (and/or their agents) to use the Service including, without limitation, paying bills online, enrolling in autopay, and enrolling in paperless billing, and (ii) in conjunction with information relating to feedback and response regarding such communications, creating and using aggregated and anonymized data and analysis for purposes of improving the Service. Biller hereby grants to Invoice Cloud and its providers a worldwide, non-exclusive, assignable, and royalty-free license and right during the Term, to copy, use, modify, and publish the Biller's name, logos, trade dress, photographs, website materials, and other works of authorship for the purpose of implementing and providing the Service and performing their obligations under this Agreement. Biller represents and warrants to the extent

that Biller is reasonably aware Biller has all necessary rights, permissions, and licenses to grant and provide to Invoice Cloud and its service providers the license, rights, and permissions described in this Section and will endeavor to comply with all applicable laws and regulations with respect to any personal information of any of its Customers. For purposes of clarity, the license, rights, and permission grants described in this Section are part of the "Service" under the Biller Agreement.

(i) American Express Compliance **(this Section only applies if Biller accepts American Express as a Payment Method)**.

(1) Biller agrees to comply with all applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

(2) Processing Restrictions. Biller is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

(3) Third Party Beneficiary Rights.

- Biller confers on American Express the third-party beneficiary rights, but not obligations, to the Biller Agreement and subsequent addenda (collectively the "Agreement") between Biller and Invoice Cloud and, as such, American Express has the express right to enforce the terms of the Agreement against the Biller.
- Biller agrees and warrants that it does not hold third party beneficiary rights to any agreements between Invoice Cloud and American Express and at no time will attempt to enforce any such agreements against American Express.

(4) American Express Limitation of Liability. BILLER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO BILLER FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

3. **Chargebacks, Fees, Reserve Account, Etc.** If Biller incurs more than twenty (20) Chargebacks in a given calendar month, or otherwise fails to pay fees or charges, or there are insufficient funds for Invoice Cloud to debit amounts for which Biller is responsible hereunder, in addition to other remedies under this Agreement, Invoice Cloud (or the payment processor) may take the following actions: (i) notify Biller of a new rate that will be charged to process Chargebacks; (ii) collect from Biller an amount reasonably determined by Invoice Cloud (or the payment processor) to be sufficient to cover anticipated Chargebacks and all related fees, penalties, expenses, and fines, or increase a reserve amount; (iii) require Biller to promptly establish a Reserve Account as determined by Invoice Cloud, or (iv) terminate the Agreement. Biller shall be responsible to Invoice Cloud for and shall promptly pay to Invoice Cloud such charges required to be paid by Biller; and any Chargebacks, by any

party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization.

To the extent permitted by applicable law, Biller shall indemnify, defend, and hold Invoice Cloud, its licensors and Invoice Cloud's subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) any charge against any reserves required by payment or credit card processors; (ii) Chargebacks, Network Fees and insufficiency of funds in any Biller Bank Account, by any party, including without limitation Chargebacks claimed by any payment and credit card processors, bank, or other financial services organization; (iii) that use of any Customer Data infringes the rights of a third party; (iv) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's users or Customers of this Agreement including without limitation incomplete or inaccurate Transactions; (v) Biller's violation of any third party payment and credit card processing agreement and merchant agreement, or (vi) relating directly or indirectly to Biller's or its authorized users' use of the Service. Biller represents and warrants that the Biller Bank Account(s) will contain sufficient funds to cover any estimated financial exposure based on reasonable criteria for Chargebacks, ACH rejects or reversals, credits, returns, and all additional liabilities anticipated under this Agreement, including, but not limited to Chargebacks, fines, fees and penalties. Invoice Cloud may, at its sole discretion, collect fees related to Chargebacks and ACH rejects and reversals, or other refunds or credits from Biller's customers.

4. [Intentionally Omitted]

5. Encrypted Card Readers (Applicable where Card Readers as designated on the Biller Order Form).

Encrypted Card Readers (or Card Readers as described in the Biller Order Form) are provided to the Biller for their use under license fees provided in the Biller Order Form. Invoice Cloud provides to Biller all products on a license basis. Biller will be fully responsible for all products including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides encrypted card readers, the following additional terms apply (with "products" or "device" in this Section 5 referring to the encrypted card readers):

a. Invoice Cloud and the manufacturer warrants that the products provided pursuant to this Agreement will perform in accordance with the manufacturer's published specifications. Should a product fail to conform to applicable manufacturer's specifications, repair parts and replacement products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the product resulting from accident, disaster, unreasonable use, misuse, abuse, customer's, Reseller's, or any other third party's negligence, or non-manufacturer modification of the product. Invoice Cloud reserves the right to examine the alleged defective product to determine whether the warranty is applicable. Without limiting the generality of the foregoing, Invoice Cloud and the product manufacturer specifically disclaim any liability or warranty for any product resold in other than manufacturer's original packages, and for products modified, altered, repaired, maintained, or treated by Biller, its

customers, and/or any third party. Service on a defective product may be obtained by delivering the product during the warranty period as instructed by Invoice Cloud.

b. The following is the repair and replacement policy for a defective product:

Replacement Requests – Biller shall promptly notify Invoice Cloud that the device is not working, via email, phone call or help desk ticket. Invoice Cloud will update and/or open a new help desk ticket for the product swap replacement request. Biller must provide the serial number of the device that is not working.

Replacement device will be shipped to the Biller as noted on the help desk ticket issued by Invoice Cloud.

Shipping Method: Replacement devices will be shipped via a commercial shipping service at no charge to the Biller. If Biller needs the device sent via overnight shipping there is an additional cost of $35.00 per device.

Biller has 14 business days to return a device that is not working to an address specified by Invoice Cloud on the return help desk ticket, delivery or postage pre-paid. Failure to return the non-working device may result in additional fees and charges to Biller.

Invoice Cloud shall use reasonable efforts to provide the encrypted card reader service in an uninterrupted, continuous manner. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time card reader service services may not be provided. Biller further understands and agrees that from time to time card reader service services may be off line or otherwise inoperable as a result of the failure of equipment or services provided to the manufacturer by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, manufacturer will use commercially reasonable efforts to restore the Services in a reasonability prompt fashion.

c. EXCEPT AS PROVIDED IN THIS SECTION 5, INVOICE CLOUD AND THE DEVICE MANUFACTURER MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND INVOICE CLOUD AND THE DEVICE MANUFACTURER DISCLAIM ANY WARRANTY OF ANY OTHER KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BILLER AGREES AND ACKNOWLEDGES THAT ALL PRODUCTS AND DEVICES ARE OFFERED AND PROVIDED ON AN “AS IS” BASIS.

d. Responsibilities of Biller. Biller is responsible for providing Invoice Cloud with a static IP address or a specific range of static IP addresses. Biller is responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud (“Biller Transmitted Information”). As set forth in this Agreement, each party is responsible for adopting, implementing, and maintaining its own respective appropriate and effective security measures, procedures, policies, and standards and any other best practices available to protect the confidentiality of Biller Data. Biller is responsible

for protecting the confidentiality of any information stored on Biller's servers and using the Services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.

e. Network Security. Each party shall be solely responsible for ensuring that its respective authorized employees and contractors are not security risks. Upon written request from the other party, each party will promptly provide the requesting party with any information reasonably necessary for the requesting party to evaluate security issues and/or concerns relating to any party's employees and/or contractors. Each party will be solely responsible for the selection, implementation, and maintenance of its own respective security procedures and policies that are sufficient to ensure that (a) such party's use of any network or internet connection is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss, alteration, and/or destruction.

f. Biller shall provide Invoice Cloud with physical access to the devices upon request after reasonable advance notice. Biller shall not, nor allow any Third Party to, modify, repair, replace, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the devices without Invoice Cloud's express written consent. Any change of the location of any device may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to promptly return all devices, freight prepaid by Invoice Cloud, to Invoice Cloud at the place from which devices was shipped (or as otherwise designated by Invoice Cloud) subject to reasonable wear and tear, and casualty. Biller will endeavor to use each device at all times in a proper, diligent, and workmanlike manner and in such manner as will not damage or injure the device except by the ordinary wear and tear of such device. In the event of damage to any device, Biller shall notify Invoice Cloud who shall replace or repair the device at Biller's expense. Provided; however, Invoice Cloud will repair or replace the device, as necessary, at Invoice Cloud's sole expense if the device is defective in any way not due to damage or other harm caused to the device while in Biller's possession or control.

g. Devices and all parts and components thereof shall retain their character as personal property and all right, title and interest in and to shall not pass to Biller or any third party, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the devices. Biller shall not remove, conceal, or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to any device until and unless such device is purchased, and full payment is made as herein provided. If Biller knowingly sells, assigns, pledges, or attempts to sell or assign devices or any interest therein, it is agreed that Invoice Cloud may immediately and without notice take possession of the devices where found and remove and keep or dispose of the same and any unpaid fees shall at once become due and payable by Biller. If Invoice Cloud lawfully recovers possession of any device(s), Invoice Cloud may seek reasonable expenses and charges incurred by Invoice Cloud, including reasonable attorney's fees, to recover such devices .

6. Kiosks (applicable where kiosks that are provided by Invoice Cloud are designated on the Biller Order Form).

Kiosks (as described in the Biller Order Form) are provided to Biller for use by Invoice Cloud under a license fee provided in the Biller Order Form. Invoice Cloud provides to Biller the products (as defined below) on a license basis. Biller will be fully responsible for all kiosks including without limitation all risk of loss and damage to products while in its possession or control, save normal wear and tear.

Where Invoice Cloud provides kiosks, the following additional terms apply (with "Products" and "kiosks" in this Section 6 referring to the kiosks and any firmware and software and applicable documentation included with the kiosks and/or Product, as the same may be upgraded, modified, and enhanced from time to time):

a. License. Invoice Cloud grants to Biller a non-exclusive, non-transferrable, non-sublicensable right to use the Products for its Customers during the term of this Agreement, and subject to the terms hereof. The foregoing right includes, without limitation, the right to install and use the Products for purposes reasonably related to the subject matter of this Agreement, including, but not limited to, testing, and staging of the Products. All rights not specifically granted to Biller hereunder are reserved by Invoice Cloud and the kiosk manufacturer. Any and all intellectual property rights to the Products shall belong solely to Invoice Cloud and the manufacturer. Without limiting the generality of the foregoing, as related to delivered Products, Biller shall not knowingly (a) copy, distribute, modify, translate, adapt or alter, in part or in whole, the Products in any way or (b) decompile, disassemble or reverse engineer the Products or unbundle the Products from any other product, nor may Biller knowingly seek, in any manner, to discover, disclose or use any source code, proprietary algorithms, techniques or other Confidential Information contained in the Products. In addition, Biller may not knowingly produce, copy, alter, or modify any of the Products or Product packaging or labeling, or combine Products with any other product or services for sale without prior written consent of Invoice Cloud; such consent may be given or withheld in the sole discretion of Invoice Cloud. Biller shall not knowingly erase, remove, cover, deface, obscure, or alter any copyright, trademark, or patent notice, guarantee, or other statement or marking, affixed or applied by Invoice Cloud or the manufacturer on or to either the Products or any other technical or promotional material related to the Products.

b. Manufacturer Limited Warranty. Where Invoice Cloud provides kiosks to Biller (as opposed to Biller contracting directly with a third party for the provision of a kiosk), the manufacturer warrants that the Products provided pursuant to this Agreement will materially perform in accordance with the manufacturer's published specifications. Warranty service is detailed in Section 6(d) below. Should the Product fail to conform to manufacturer's specifications, repair parts and replacement Products will be furnished on an exchange basis and will be either reconditioned or new as specified below. This limited warranty does not include service to repair damage to the Product resulting from accident, disaster, unreasonable use, misuse, abuse, the negligence of Biller or any third party, or non-manufacturer modification of the Product. Invoice Cloud and the manufacturer reserve the right to examine the alleged defective Product to determine whether the warranty is applicable. THE PRODUCTS FROM INVOICE CLOUD ARE PROVIDED STRICTLY "AS IS" AND INVOICE CLOUD AND KIOSK.COM SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF PERFORMANCE OR DEALING.

c. Term and Effect of Termination. Minimum fee charges as provided in the Biller Order Form shall apply from the earlier of four weeks from date of delivery to Biller of each applicable kiosk or the date that the kiosk is operational. Notwithstanding anything to the contrary in the Biller Agreement, and notwithstanding anything to the contrary in any limitation of liability provision in the Biller Agreement, in the event that the Biller Agreement or other agreement between Invoice Cloud and the Biller permits Biller to terminate the Agreement or any order relating to kiosks for the Biller's convenience, Biller shall pay on the effective date of such termination: (a) all amounts due for the use of and all transaction fees due for use of the kiosks as of the effective date of termination; (b) all amounts due from Biller to the manufacturer for services or parts procured; and (c) any committed and non-cancellable amounts for equipment, Products or kiosks, purchased by Invoice Cloud as a result of Biller's order of kiosks.

d. Warranty Service. Service may be obtained as follows under the Advanced Exchange and Field Service Warranty from Kiosk.com:

Advanced Exchange and Field Service Warranty provides a factory parts stocking plan with overnight shipping designed to minimize business disruption. The bundled warranty covers replacement of any failed part or workmanship, as well as the Field Service Technician site visit expense to implement the replacement part swap.

Expectations surrounding the scope of the Kiosk.com Advanced Exchange & Field Service Warranty are as follows:

i. Advanced Exchange & Field Service Description
- Phone and Warranty Parts Shipment Support. In the event that there is a warranty or support issue with any Kiosk, please contact Invoice Cloud support. The Exchange Warranty outlined below applies.
- If replacement part and/or Field Service Technician is required, Invoice Cloud (through the manufacturer) arranges for overnight shipment of replacement parts and schedules the Kiosk.com Field Technician Visit to arrive (typically within 24 hours of call receipt).
- Service will be provided pursuant to service level provided in the SLA addendum at www.invoicecloud.net/sla
- No charge for replacement components to the extent warranted hereunder and subject to the terms and conditions herein.
- Kiosk.com covers inbound and outbound shipping costs for failed/replacement parts except as provided herein. The manufacturer provides the Biller with an RMA number and a pre-paid return shipping label with each replacement component. When the Biller receives the replacement, the failed part is then returned with the Kiosk.com pre-paid label.

ii. Exchange Warranty – Out of Scope Items
- The warranty and support commitments include the original kiosk enclosure and all components as shipped from the manufacturer's factory but does not include consigned components, any Biller or customer software application, network connectivity service, custom modifications, or changes made to the system, cleaning, installation, or repositioning of any system.

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- Returned parts with No Defect Found (following the manufacturer failure analysis) will be billed back to the Biller. No Defect Found fees include reversal of any component credit, any applicable shipping and handling fees, and an hourly RMA diagnostic fee of $125 / hour.
- The most common source of No Defect Found parts is component maintenance and cleaning neglect in the field. Biller is responsible for keeping each kiosk clean through occasional wiping down with damp cloth, dusting, etc.
- Warranty does not include any customer application software, drivers, or special interface equipment and configuration unless specifically noted in the purchase contract.
- The warranty does not apply to expendable items (i.e., normal wear and tear of external graphics, etc.). Paint damage due to normal wear and tear is not covered under this warranty. Paint damage resulting from manufacturing defects will be covered by this warranty.
- Damage caused by cleaning, neglect, vandalism, physical abuse, or environmental acts of God are not covered under this warranty.

iii. Additional Exchange & Field Service Warranty Terms and Conditions

- Warranty service is guaranteed for 30 days for workmanship after the service is complete.
- Replacement components are not guaranteed to be new components and may come from the manufacturer refurbished and tested stock (at the discretion of the manufacturer).
- The three-year warranty on part defects is not extended if replacement parts are provided in a maintenance action.
- This warranty is voided by misuse, accident, modification, and unsuitable physical or operating environment, improper maintenance by Biller, a Customer or any other third party, or customer's other service organizations, removal or alteration of part identification, or failure caused by a product or component not supplied by Invoice Cloud or manufacturer, or for which Invoice Cloud or the manufacturer is not responsible, or any modifications or changes to components or to the kiosk without Invoice Cloud's written approval.
- Requests for optional Hourly Field Service Technician service calls must be received by 1:00 pm MST, Monday through Friday (except national holidays), to be eligible for the next business day site arrival (24-hour) service metric. Technician request calls received after 1:00 pm MST will be scheduled on the following business day. Field service charge is $175 / hour.
- Biller will provide onsite contacts for each location. Exceptions to fulfillment of onsite service can include holidays or events that prohibit access to the location.
- Keys must be on-site and available prior to the dispatch of a Field Technician.
- Payment of out-of-scope service fees is due upon invoice. Invoice Cloud reserves the right to suspend service and support until delinquent account payments are settled in full. Invoice Cloud and the manufacturer shall use reasonable efforts to provide the kiosks in an uninterrupted, continuous fashion. Biller understands and agrees that services may be periodically off line or otherwise inoperable in order for Invoice Cloud or the manufacturer to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time services may not be provided. Biller further understands and agrees that from time to time services may be off line or otherwise inoperable as a result of the failure of products, equipment or services provided to manufacturer by third parties (e.g. public or private telecommunications services or internet nodes or facilities, overall internet congestion, unavailability of internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen

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network or equipment failure, the manufacturer will use commercially reasonable efforts to restore the services in a reasonably prompt fashion.

e. Responsibilities of Biller.

1. Biller is responsible for providing Invoice Cloud with a static IP address or a specific range of static IP addresses. Biller is responsible for ensuring the secure transmission of any data that Biller transmits to Invoice Cloud ("Biller Transmitted Information"). As set forth is this Agreement, each party is responsible for adopting, implementing, and maintaining its own respective appropriate and effective security measures, procedures, policies, and standards, and any other best practice available to protect the confidentiality of Biller Transmitted Information Biller is responsible for protecting the confidentiality of any information stored on Biller's servers, and using the Services in the manner instructed by Invoice Cloud and the manufacturer and otherwise in the manner intended.
2. Each party shall be responsible for ensuring that its respective employees and contractors are not security risks. Biller is responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) Biller's use of the Network Connection is secure and is used only for authorized purposes, and (b) Biller's business records and data in its possession or control are protected against improper access, use, loss, alteration or destruction.
3. Biller shall provide Invoice Cloud or the manufacturer with physical access to the kiosks upon request after reasonable advance notice. Biller shall not, nor allow any third party to, modify, repair, relocate, sell, lease, assign, encumber, or otherwise tamper with any of the kiosks without Invoice Cloud's or the manufacturer's express written consent. Any change of the location of the kiosks may warrant that Biller pay Invoice Cloud any additional installation and related charges associated with such relocation, charged by Invoice Cloud's third-party vendors. At the end of the term, Biller shall be responsible to de-install all kiosks, return all kiosks, freight prepaid by Biller, to Invoice Cloud at the place from which kiosks was shipped (or as otherwise designated by Invoice Cloud) subject to reasonable wear and tear. Biller shall endeavor to use the kiosks at all times in a workmanlike manner and in such manner as will not damage or injure the kiosks except by the ordinary wear and tear of such kiosks. In the event of damage to any kiosks, Biller shall promptly notify Invoice Cloud who shall replace or repair the kiosks at Biller's expense. Provided; however, Invoice Cloud will repair or replace the kiosk, as necessary, at Invoice Cloud's sole expense if the device is defective in any way not due to damage or other harm caused to the kiosk while in Biller's possession or control.

f. Personal Property of Invoice Cloud. Kiosks and all parts and components thereof shall retain its character as personal property and all right, title and interest thereto shall not pass to Biller, but title and ownership shall remain exclusively with Invoice Cloud. Biller shall be and shall have the duties of a bailee of the kiosks. Biller shall not remove, conceal or otherwise interfere with the title or ownership plate of Invoice Cloud affixed to kiosks. If Biller knowingly sells, assigns or attempts to sell or assign kiosks or any interest therein, it is agreed that Invoice Cloud may immediately and without notice take possession of kiosks where found and remove and keep or dispose of the same and any unpaid fees including all fees as provided herein and in the Biller Order Form will be due and payable. If Invoice Cloud lawfully recovers possession of kiosks, Invoice Cloud may seek

reasonable expenses and charges incurred by Invoice Cloud, including reasonable attorney's fees, to recover such kiosks.

7. Interactive Voice Response Functionality and Outbound Communications ("IVR")

a. License. For and in consideration for the payment of all fees and charges paid to Invoice Cloud, as provided in the Biller Order Form, Invoice Cloud hereby licenses to Biller, non-exclusive access to its proprietary IVR for Biller's internal use only.

b. Indemnification. Biller agrees it will not knowingly use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Fair Debt Collection Practices Act, 15 U.S.C. § 1692 –1692p), and agrees it will defend and hold Invoice Cloud and its licensor harmless from and against any and all claims and will indemnify Invoice Cloud and its licensor against any and all costs, fines, penalties, causes of action, allegations, suits, and claims, including reasonable attorney's fees and expenses, resulting from Biller's use of the IVR in violation of applicable law. Likewise, Invoice Cloud agrees it will not use the design or establish service in any manner, shape or form that results in an intellectual property rights infringement claim by any third party and will hold Biller harmless from any and all claims and will indemnify Biller from and against any and all costs and claims, including reasonable attorney's fees as a result of any third party intellectual property rights infringement claim against Invoice Cloud or its licensor.

c. Legal Compliance. Notwithstanding anything to the contrary in the Biller Agreement and these terms and conditions or other agreement between the parties, Biller shall be responsible for compliance with all applicable laws and regulations related to the call flows, content, prompts, and data flows and the Biller's benefits and uses of the IVR, and the instructions and directions in the use of the IVR that it has provided. Although neither Invoice Cloud nor its licensor provides legal advice to Biller, Biller understands and acknowledges and shall endeavor to comply with all laws, rules, and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall endeavor to abide by all applicable laws, rules, and regulations while implementing or using IVR.

d. No Warranty. NEITHER INVOICE CLOUD NOR ITS LICENSOR MAKES ANY WARRANTY OR ANY REPRESENTATION, EXPRESS OR IMPLIED WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED "AS IS". BILLER AGREES THAT NEITHER INVOICE CLOUD NOR LICENSOR WARRANTS THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERRUPTED, AND THAT NEITHER INVOICE CLOUD NOR LICENSOR WILL BE HELD RESPONSIBLE IN ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. In the event of a breach of this warranty by Invoice Cloud or any licensor, Invoice Cloud will use reasonable efforts to attempt to resume provision of the IVR. Biller acknowledges IVR or its services is provided through telephone and electronic devices and shall not hold Invoice Cloud or any licensor responsible for any failure due to technical or electronic failures. Further, neither Invoice Cloud nor licensor is responsible for any poor result as a result of judgments and choices made by Biller in using any IVR service.

8. Modification As a Result of a Change In Laws. These Biller Terms and Conditions may be modified by Invoice Cloud if such modifications directly result from changes in applicable law, regulatory

requirements, PCI-DSS requirements, card network rules, ACH requirements or card association or payment processor requirements. Provided; however, any changes or modifications that significantly or materially change or modify the Parties' obligations or duties under the Agreement must be agreed to by the Parties by written amendment.

9. California Consumer Privacy Act of 2018

All capitalized terms used in this Section 9, not otherwise defined, shall have the meaning established in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General ("CCPA"). Regardless of Biller's status as a Business, Invoice Cloud is a "Service Provider" pursuant to CCPA. Invoice Cloud's obligations as a Service Provider include:

a. Invoice Cloud will not Sell Personal Information.
b. Invoice Cloud will not retain, use, or disclose Personal Information for any purpose other than for the specific purpose of providing the Service, as set out in the Agreement, or as otherwise permitted by CCPA.
c. Invoice Cloud will not retain, use, or disclose Personal Information for any commercial purpose other than providing the Service.
d. Invoice Cloud shall provide reasonable assistance to Biller in facilitating compliance with Consumer rights requests.
e. Upon direction by Biller, and with a commercially reasonable amount of time, Invoice Cloud shall delete the Personal Information.
f. Invoice Cloud shall not be required to delete any of the Personal Information to comply with a Consumer's request directed by the Biller if it is necessary to maintain such information in accordance with Cal. Civ. Code §1798.105(d). Invoice Cloud shall promptly inform Biller of the exceptions relied upon under §1798.105(d) and Invoice Cloud shall not use the Personal Information retained for any other purpose than provided for by the exception or as otherwise permitted by CCPA.
g. Invoice Cloud certifies it understands the prohibitions in this Section 9 and will comply with them.
h. If Invoice Cloud, in its sole discretion, uses a Service Provider to provide the Service, Invoice Cloud will enter into written agreements with such Service Providers requiring the Service Provider abide by terms substantially similar to this Section 9.

City Council Memorandum Management Services Memo No. 24-002

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Assistant Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New Class B Bingo License for The American Legion Auxiliary, Mathew B. Juan, Unit 35, Inc., DBA The American Legion Auxiliary, Mathew B. Juan, Unit 35

Proposed Motion:

Move City Council approve a Class B Bingo license for The American Legion Auxiliary, Mathew B. Juan, Unit 35, Inc., DBA American Legion Auxiliary, Matthew B. Juan, Unit 35, located at 2240 W. Chandler Boulevard.

Discussion:

The American Legion Auxiliary, Mathew B. Juan, Unit 35, Inc., DBA American Legion Auxiliary, Matthew B. Juan, Unit 35, has requested approval of their Class B Bingo license at 2240 W. Chandler Boulevard. Game sessions will be conducted two times per week, Monday at 5:00 p.m. and Thursday at 5:00 p.m.

Class B Bingo Game Licenses are issued by the State and are designed for people who are dedicated to raising funds for their sponsoring charitable organizations. Any person or group may apply for a Class B License, but the licensee is restricted to gross receipts not to exceed $300,000.00 per year. The City does not issue the license; however, State Code requires that the applicant receive City approval as part of the licensing process.

The Police, Development Services, and Fire departments have reviewed the application and indicated no objections.

City Council Memorandum Management Services Memo No. 24-001

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Assistant Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New License Series 12, Restaurant Liquor License application for Jared Michael Repinski, Agent, Card Kingdom, Inc., DBA Mox Boarding House

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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. 247068, a Series 12, Restaurant Liquor License, for Jared Michael Repinski, Agent, Card Kingdom, Inc., DBA Mox Boarding House, located at 1371 N. Alma School Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 305533.

Discussion:

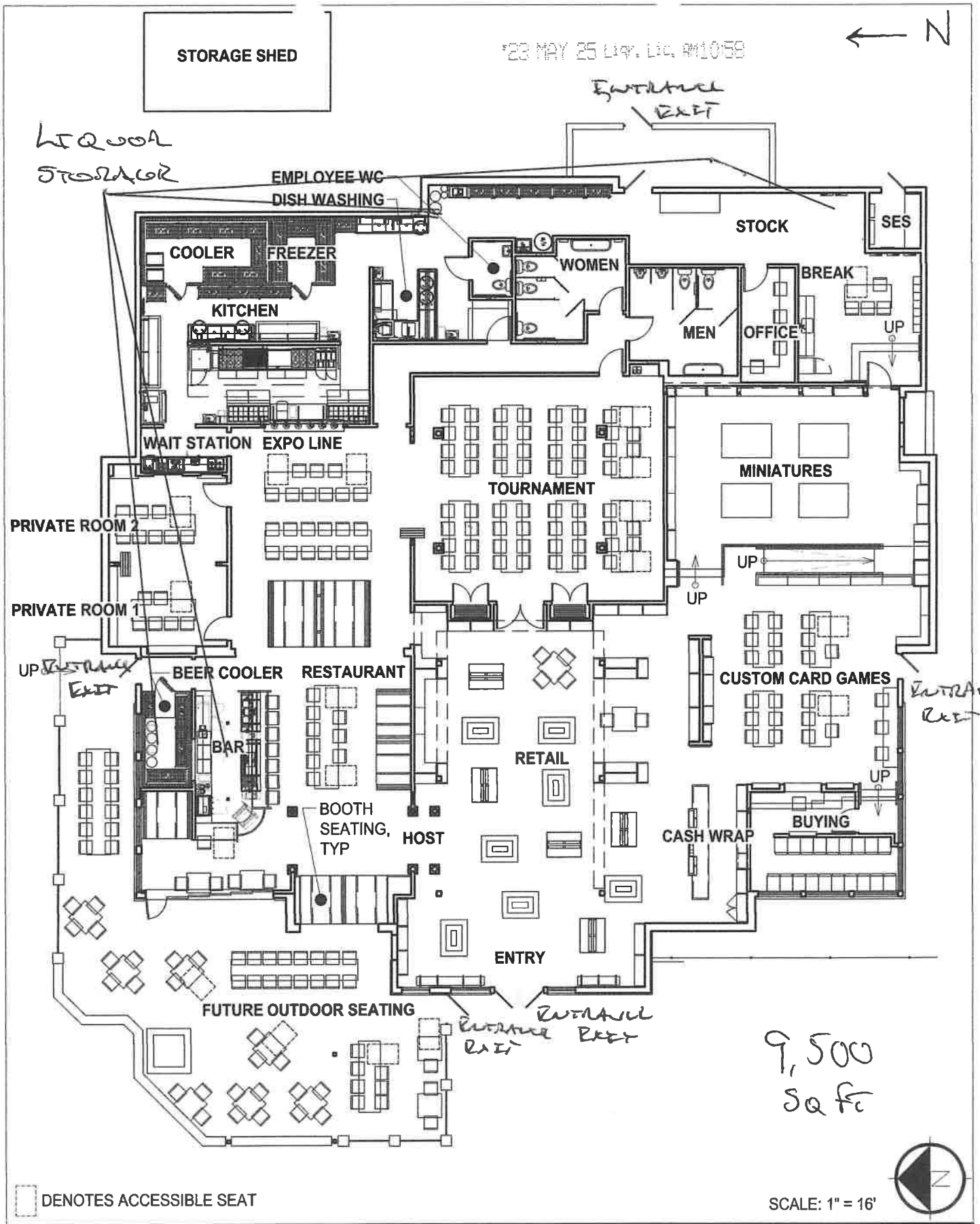
This application for a liquor license was posted for hearing on July 20, 2023.

Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license application. This recommendation for approval by the Local Governing Body will be within 60 days allowing the applicant to proceed with their new liquor license application process.

The Police Department reports no objections to the issuance of this license, 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-Floor Plan



Leisure JUSTIN A. ZIER 1121 EAST THOMAS STREET SEATTLE, WA 98201 VOICE 1.206.322.6249	***MOX BOARDING HOUSE #4*** ***CHANDLER*** 1371 N ALMA SCHOOL ROAD CHANDLER, AZ 85224 SCALE AS NOTED	PREMISES DIAGRAM MAY 3RD, 2023 SHEET 1 OF 1

City Council Memorandum Police Memo No. N/A

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Sean Duggan, Police Chief
From: Travis Feyen, Police Commander
Subject: Agreement No. 4625, Health Screening Services for the Police Department

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Proposed Motion:

Move City Council approve Agreement No. 4625, with JS MD Sigma, PLLC, for health screening services for the Police Department, in an amount not to exceed $250,000.

Background/Discussion:

Scientific research has confirmed police officers die significantly younger than the general United States population. The leading contributor to early death is heart disease. The proposed voluntary health screening for the Police Department will provide an opportunity for early detection of heart disease as well as related conditions. Employee health and wellness is a priority and this screening is an important step in achieving this goal. In its Fiscal Year 2023-2024 annual budget, City Council approved funding specifically for cardiometabolic screenings as an added health and wellness benefit for Police Department personnel.

Evaluation:

The onsite Cardiometabolic Health Screening conducted by Sigma Tactical Wellness is a voluntary wellness activity available to sworn Chandler Police Department employees as part of the City of Chandler's Health and Wellness Program. This health screening program was developed by JS MD Sigma, PLLC, to address the health risks specific to first responders. The program is unique to JS MD Sigma, PLLC. The screenings will incorporate blood-based inflammatory biomarker detection, vascular imaging, and cardiopulmonary

exercise testing to identify early onset and late-stage coronary disease. Officers will finish the screening program with a complete understanding of their current metabolic status and individual cardiovascular risk.

Services provided include medical evaluation, vascular imaging, cardiac biomarker metabolic analysis with exercise and nutritional modification, direct consultation, as well as other services tailored to first responder health. Any follow-up medical testing, consultations, and care resulting from the screening are the responsibility of the employee as they relate to a personal health condition. The City's payment for this activity does not transmute any findings from the screening into a work-related condition.

The agreement will be in effect for one year following notice to proceed. Staff recommends the direct selection of JS MD Sigma, PLLC, to perform these services.

Financial Implications:

Funding is available in the FY 2023-24 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2080.5211.5MHW	General Fund	N/A	$250,000	N

Attachments

Agreement

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: June 29, 2023

CITY OF CHANDLER SERVICES AGREEMENT
HEALTH SCREENING SERVICES FOR THE POLICE DEPARTMENT
CITY OF CHANDLER AGREEMENT NO. 4625

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and JS MD Sigma PLLC, a Texas professional limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2023 (Effective Date).

RECITALS

A. City proposes to enter an agreement for health screening services for the Police Department 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 JS MD Sigma PLLC
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 reasonable 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 of 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 in the Scope of Services within one year of the date the Contractor is notified to proceed.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties or as set forth in Section 5.41, 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 $250,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

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

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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 written contracts with subcontractors providing services under the Agreement Documents on a prospective basis with respect to any such written contracts that are executed on or after the Effective Date 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, and the Contractor will use best efforts amend any of its written contracts that were executed prior to the Effective Date with subcontractors providing services under the Agreement Documents to include a similar provision if no such provision currently exists in such written contract. The City reserves the right to reasonably decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if 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, if made, the compensation to be paid to the Contractor will 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, upon 20 days' prior written notice to the Contractor. In the event the City

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abandons or suspends the services, or any part of the services as provided in this Agreement, and the City has notified 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 defaults or fails to perform pursuant to the terms of this Agreement if the Contractor does not cure such default or failure after receiving at least 15 days' prior written notice of termination from the City for failure 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, or (f) the Contractor knowingly disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction. 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. The Contractor may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the City defaults or fails to perform pursuant to the terms of this Agreement if the City does not cure such default or failure after receiving at least 15 days' prior written notice of termination from the Contractor for failure to perform pursuant to the terms of this Agreement, (b) the City is adjudged a bankrupt or insolvent, (c) the City makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for the City or for any of City's property (e) the City files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or (f) the City knowingly disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Where Agreement has been so terminated by Contractor, the termination will not affect any rights of Contractor against City then existing or which may thereafter accrue.

5.5 Indemnification. Except as otherwise set forth herein, the Contractor 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) caused or alleged to be caused, in whole or in part, by the wrongful, negligent, or willful acts, errors, or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement or 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 (collectively, Claims). 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 must maintain this insurance covering work performed by its agents, representatives, employees, and subcontractors 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, CPPO	Name: Lisa Sheinberg
Title: Procurement and Supply Senior Manager	Title: Chief Operating Officer
Address: 175 S. Arizona Ave., 3rd Floor	Address: 4285 County Road 3270
Chandler, AZ 85225	Kempner, TX 76539
Phone: 480 782 2403	Phone: 512 740 6959
Email: christina.pryor@chandleraz.gov	Email: lisa@sigmacoaching.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.

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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 in a reasonably expedited manner; with respect to such disputes, only after such final determination is completed may litigation in a court of competent jurisdiction be initiated.

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 undisputed claims the City has 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

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equivalent to the period of delay from the date written notice is received by the other Party.

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

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

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

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

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

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

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

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Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

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

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

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

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

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

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

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

5.31 Severability. If any provision of this Agreement or the application to any person or

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

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

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

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

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

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

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

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

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

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees

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Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

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

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State, provided that if so extended, the $250,000 limit described in the first sentence of Section 4.1 will no longer be enforced. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

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

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

5.42 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.

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

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

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

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

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: _____

Its: CMO

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

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EXHIBIT A
SCOPE OF SERVICES

The Contractor will provide health screening services to individual participants in accordance with the Scope of Services below.

Vascular Imaging
The Contractor will utilize the most advanced portable ultrasound system currently available to determine whether soft plaque is present within the carotid arteries.

Cardiac Biomarker Analysis
The Contractor will provide advanced cardiac inflammatory markers to isolate patients that show genetic predisposition towards arterial plaque development.

Metabolic Analysis with Exercise and Nutritional Modification
The Contractor will perform a cardiopulmonary exercise stress test on a stationary bicycle or treadmill. This test measures functional capacity, the presence of any ischemia (lack of blood flow to the heart muscle) and utilizing a technique known as indirect calorimetry through respiratory gas collection. Patients will then be shown the current state of their resting metabolic status (carbohydrate and fat utilization rates) and be guided through recommendations pertaining to changes in diet and exercise habits. A strong emphasis will be placed on using these recommendations towards weight optimization and achieving a healthy body mass index (BMI).

Medical Evaluation
Direct consultation with a physician or licensed medical professional (physician's assistant/ nurse practitioner) will be provided by the Contractor. During this consultation, each patient will have all diagnostics reviewed and treatment strategies will be established. The participant will leave with a full understanding of their cardiac risk, metabolic status, and the steps that can be taken to help ensure a long and healthy career leading into retirement. Comprehensive results and recommendations will be provided for the participants to share with their personal health care providers.

Additional Services
Spouses of participants who may not be covered under the departmental funding model may participate. For convenience, the Contractor is able to accept Flexible Spending Accounts as a form of payment.

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

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EXHIBIT B
COMPENSATION AND FEES

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

$799.00 per participant, including $99.00 for carotid intima-media ultrasound as replacement of off-site coronary calcium score.

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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

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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. *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 $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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.

<u>Additional Policy Provisions Required</u>.

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.

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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

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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.

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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

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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.

BACKGROUND SCREENINGS

Contractor and Subcontractor Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must 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. 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 must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired

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information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

Contractor Certification. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

Continuing Duty, Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

City Council Memorandum Police Memo No. N/A

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Sean Duggan, Police Chief
From: Michelle Potts, Police Communications Technology Senior Manager
Subject: Service Agreement to Support the City of Chandler Radio System Infrastructure

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Proposed Motion:

Move City Council approve the annual service agreement with Motorola Solutions, Inc., for radio system infrastructure support, in the amount of $112,408.99, for the term of August 1, 2023, through July 31, 2024.

Background/Discussion:

On October 22, 2009, City Council approved an agreement for participation in the Regional Wireless Cooperative (RWC) with the City of Phoenix and Motorola Solutions, Inc. Part of the RWC governance outlines that participating agencies are responsible for maintenance of their own system infrastructure, including dispatch console support, network security monitoring, audio recording equipment support, and 24/7 technical and on-site support. This service agreement provides support needed for Chandler's radio system infrastructure and is designed to help mitigate the risk of radio system downtime and allow for an immediate technical response to any issues that occur.

Evaluation:

Motorola Solutions, Inc., is the manufacturer of the infrastructure and hardware and is the sole source for the support services.

Financial Implications:

Funding is available in the amount of $112,408.99 in account number 101.2060.5412 (General Fund - Communications - Communications Repair and Maintenance

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
5412	101	2060	$112,408.99	N

Attachments

Motorola Annual Agreement

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MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000005115
Contract Modifier: R02-APR-23 08:10:49

Date: 28-APR-2023

Company Name: Chandler, City Of
Attn.:
Billing Address: Po Box 4008
City, State, Zip Code: Chandler, AZ 85244
Customer Contact: Ron Parks
Phone: 480-782-4162

P.O.#: N/A
Customer #: 1000335093
Bill to Tag#: 0002
Contract Start Date: 01-AUG-2023
Contract End Date: 31-JUL-2024
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	$5,505.63	$66,067.60
	SVC02SVC0125A	NICE SILVER PACKAGE	$3,861.78	$46,341.39
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00	$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$0.00	$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$0.00	$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$0.00	$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$0.00	$0.00
		Sub Total	$9,367.42	$112,408.99
		Taxes	$0.00	$0.00
		Grand Total	$9,367.42	$112,408.99

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

ASTRO SYS ESSENTIAL PLUS
Advance Replacement
Dispatch
Technical Support
On Site Service / FSO
Annual PM
Nice Tier 3 and 4 remote
Nice Onsite - FSO

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with the Customer during dialog.

	Opt-In: Service Included In this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	☐	☐	#_____
Remote Security Update Service (RSUS)	☐	☐	#_____
Managed Detection and Response (MDR)	☐	☐	#_____

*** Service Opt-Out – I have received a briefing on this service and choose not to subscribe.**

**** If Selecting "Not Applicable", please consider the following, and enter a reason code:**

1 ----- Infrastructure / Product / Release Not Supported

2 ----- Tenant or User Restrictions

3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

REGIONAL SERVICES MANAGER

MOTOROLA REPRESENTATIVE (SIGNATURE) TITLE DATE

JOSEPH CARRILLO

MOTOROLA REPRESENTATIVE (PRINT NAME) PHONE

Company Name	:	Chandler, City Of
Contract Number	:	USC000005115
Contract Modifier	:	R02-APR-23 08:10:49
Contract Start Date	:	01-AUG-2023
Contract End Date	:	31-JUL-2024

FOR THE CITY

By: _____

Its: _____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. “Agreement” means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. “Equipment” means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. “Services” means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the “Start Date” indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer’s request, Motorola may also provide additional services at Motorola’s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer’s product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer’s obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola’s reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in

addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola’s property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion**.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at **http://www.motorolasolutions.com/cyber-renewals-integrations** are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	July 20, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Sean Duggan, Police Chief
From:	David Ramer, Assistant Police Chief
Subject:	Purchase of Ammunition

Proposed Motion:

Move City Council approve the purchase of ammunition, from Dooley Enterprise, Inc., utilizing the State of Arizona Contract No. CTR043478, in the amount of $200,000.

Background/Discussion:

Ammunition is needed for the Police Department's ability to conduct ongoing firearm proficiency training and qualifications. This purchase will allow the Police Department to continue to meet annual training needs in Fiscal Year 2023-2024.

Funding for training ammunition related to the Handgun Optics Package, which appears as a separate item on this Council meeting agenda, is also included to assist in training officers as they transition from iron sights to optics.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for ammunition products to Dooley Enterprise, Inc. The City has a current agreement with the State of Arizona allowing for the cooperative usage of the State's contracts. The term of the State of Arizona contract is valid through April 5, 2024.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2080.5348.0.0.0	General Fund	N/A	$200,000	N

City Council Memorandum Police Memo No. N/A

Date:	July 20, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Sean Duggan, Police Chief
From:	David Ramer, Assistant Police Chief
Subject:	Purchase of Suppressors

Proposed Motion:

Move City Council approve the purchase of police rifle suppressors, from Proforce Marketing, Inc., utilizing State of Arizona Contract No. CTR049168, in the amount of $193,508.77.

Background/Discussion:

This request is to purchase 200 rifle suppressors for Police Department-issued rifles. A suppressor is a device attached to the end of a weapon that diffuses the noise emitted when the weapon is discharged. The suppressor will not eliminate the sound, but it will mitigate it to a level consistent with wearing hearing protection. A suppressor is not a "silencer" in the popular understanding of the term, and its sole intent is to decrease the risk of hearing damage for both officers and civilians.

In addition to mitigating hearing damage, a suppressor will improve an officer's ability to communicate during critical situations. When an unsuppressed rifle is fired, and a person is not wearing hearing protection, the person will experience immediate hearing degradation. This degradation will inhibit the person's ability to communicate with others. Suppressors also have added benefits that improve weapon control and increase accuracy.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for Firearms (Weapons Lethal, Less-Lethal, Accessories, Consumables), to Proforce Marketing, Inc. The City has a current agreement with the State of Arizona allowing for the cooperative usage of the State's contracts. The term of the State of Arizona contract is valid through March 31, 2024.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2080.5355.0.0.0	General Fund	N/A	$193,508.77	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	July 20, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Sean Duggan, Police Chief
From:	David Ramer, Assistant Police Chief
Subject:	Purchase of Handgun Optics Package

Proposed Motion:

Move City Council approve the purchase of handguns, night sights, and optics, utilizing State of Arizona Contract No. CTR049168, with Proforce Marketing, Inc., in the amount of $185,496.10

Background/Discussion:

Local police academies have recognized the advantages of handgun optics and have changed their firearm curriculum to capitalize on these advantages. Technology advancements in handgun optics have allowed for improved accuracy as well as greater overall visibility. The advantages include better accuracy for day and night engagements, ability to shoot with both eyes open, a single focal plane that allows an officer to concentrate on the subject's actions, balance of speed and accuracy, and ability to shoot longer distances. These elements contribute to enhancing an officer's decision-making capabilities during critical situations.

Handgun optics have been exclusively issued to newly hired officers attending a police academy since 2019. This funding provides handguns and optics to all officers hired prior to 2019. Handgun optics consist of a weapon mounted display with an illuminated dot. This technology has become the new standard for law enforcement agencies nationwide. This funding will be used to purchase 185 handguns and optics for the Handgun Optics Package. A separate agenda item, also scheduled for this Council meeting, includes funding for the additional training ammunition needed to transition officers from iron sights to optics.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for Firearms (Weapons Lethal, Less-Lethal, Accessories, Consumables) to Proforce Marketing, Inc. The City has a current agreement with the State of Arizona allowing for the cooperative usage of the State's contracts. The term of the State of Arizona contract is valid through March 31, 2024.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2080.5355.0.0.0	General Fund	N/A	$185,496.10	N

City Council Memorandum Public Works & Utilities Memo No. CP24-003

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Kimberly Moon, Capital Projects Manager
From: Sandra Story, Engineering Project Manager
Subject: Resolution No. 5695 Approving a Design and Construction Agreement Between Salt River Valley Water Users' Association and the City of Chandler for Well Drilling and Approving the Grant of a Well Site and Access Easements

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5695 approving a Design and Construction Agreement between Salt River Valley Water Users' Association and the City of Chandler for well drilling at Well Site 27.3E-01.5S and authorizing and approving the grant of a well site and access easements to Salt River Project Agricultural Improvement and Power District.

Background/Discussion:

The Central Arizona Project (CAP) Arizona Water Production Facility (AZ WPF), located at 350 E. Chilton Drive, was constructed in 1986 to allow the City to receive CAP water through the City of Mesa. Technical challenges existed with the water conveyance, and since there was no suitable water source for the CAP AZ WPF, it was taken out of service in 2013. In 2019, SRP approached the City with a proposal to drill a new well on this site that will be utilized for shared use with SRP under the existing Water Delivery Use Agreement. The new well will be mutually beneficial with first priority use to the City's water system or by discharging into the adjacent Western Canal for SRP.

The Design and Construction Agreement is for the drilling and installation of the new well at CAP AZ WPF. Water quality testing will be performed during the drilling operation to determine if the water meets the standards for the City's water

distribution system. If the well is deemed suitable for use, a second agreement for well equipping will be brought forward for City Council consideration at a future meeting. The City is also granting a well site and access easement to SRP as part of this agreement.

A related Professional Services Agreement with Stantec Consulting Services, Inc., for the CAP AZ WPF Site Improvements Design Services, is also scheduled for this City Council meeting.

Evaluation:

SRP will be self-performing the associated work. The City is required to reimburse SRP for all associated costs to put the re-drilled well back into service for shared use with the City. The cost of this work will not exceed $856,579.

Fiscal Impact

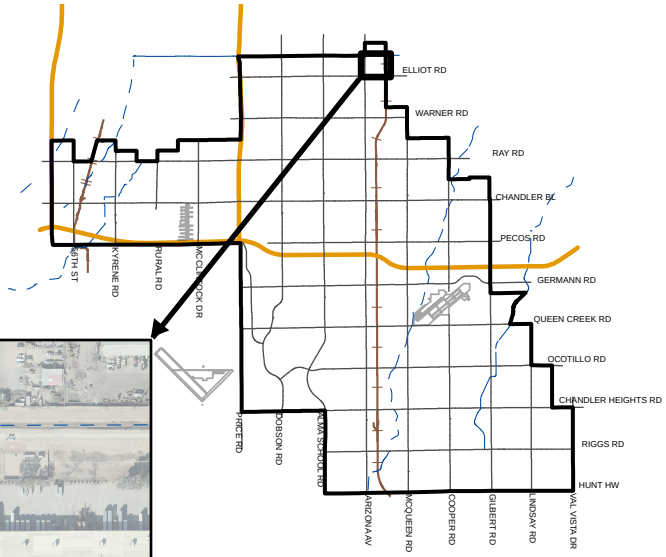
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.6713.0000.6WA034	Watering Operating	Well Construction / Rehabilitation	$856,579	Y

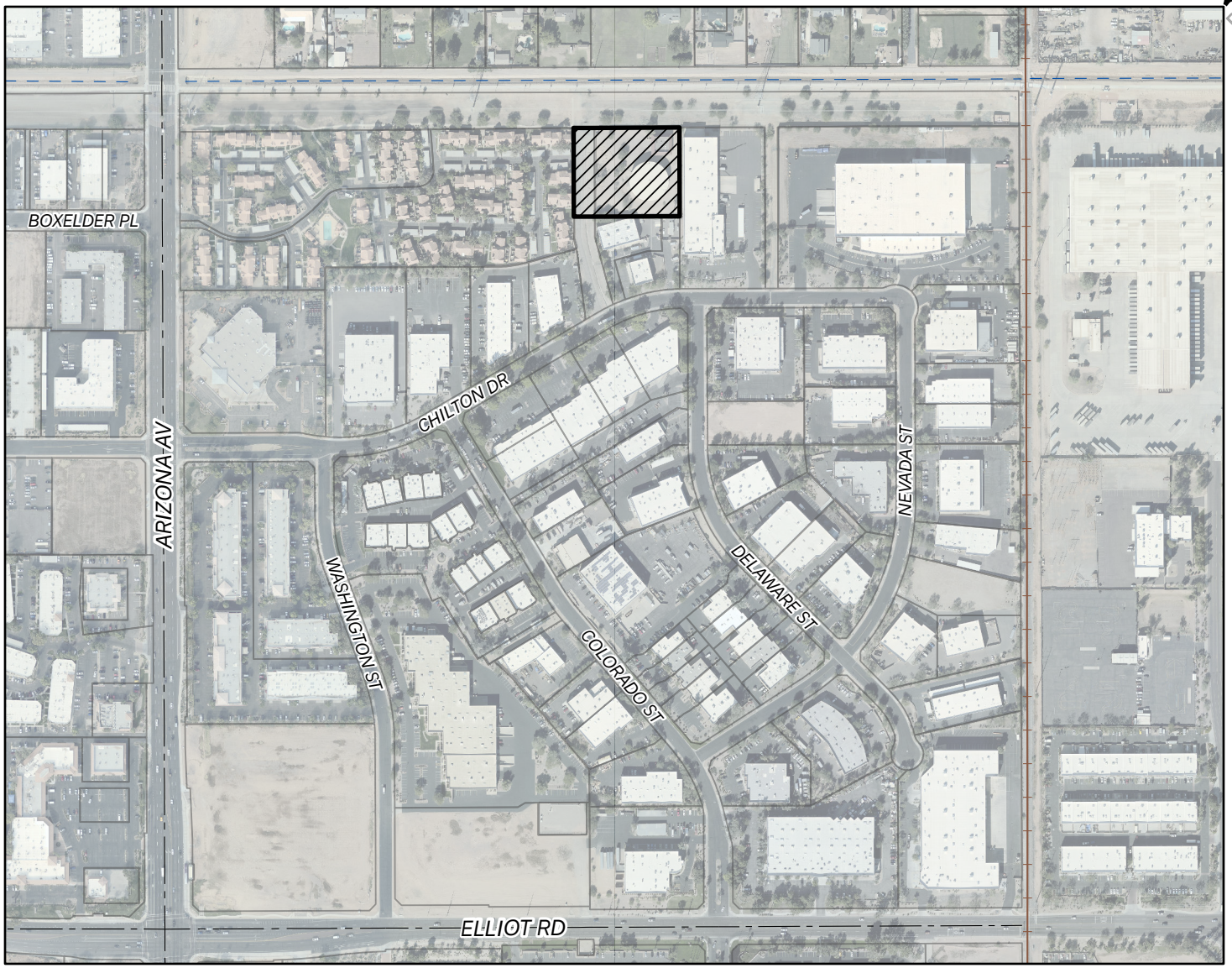
Attachments

Location Map

Resolution No. 5695

CAP/AZ WATER PRODUCTION FACILITY DESIGN AND CONSTRUCTION PROJECT NO. WA1802.501





MEMO NO. CP24-003

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2023\Capital_Projects_Map_Requests_2023\Capital_Projects_Map_Requests_2023.aprx 5/25/2023 MaricelaH

RESOLUTION NO. 5695

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A DESIGN AND CONSTRUCTION AGREEMENT BETWEEN SALT RIVER VALLEY WATER USERS' ASSOCIATION ("ASSOCIATION") AND THE CITY OF CHANDLER ("CITY") FOR WELL DRILLING AT WELL SITE 27.3E-01.5S; AND AUTHORIZING AND APPROVING THE GRANT OF A WELL SITE AND ACCESS EASEMENTS TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ("SRP").

WHEREAS, a well project has been planned between the City and Association for the benefit of both parties to meet their future needs for water; and

WHEREAS, on December 22, 1994, the City and Association entered a Water Delivery and Use Agreement whereby City may use certain Association-owned wells to deliver water within the City's service area; and

WHEREAS, as part of the agreement, a site owned by the City was located to provide a well for mutual use; and

WHEREAS, the well site facility will be placed within the boundaries of Maricopa County, parcel number 302-24-328; and

WHEREAS, Association is the agent for SRP.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section1. Authorizes the City of Chandler to enter into a design and construction agreement with Salt River Valley Water Users' Association, substantially in the form attached hereto as Exhibit A.

Section 2. Authorizes and approves the granting of a Well Site Easement and an Access Easement to SRP for the development of a mutual use well by the City of Chandler and SRP as described in Exhibits B-1 and B-2 and made a part hereof by reference.

Section 3. Authorizes the Mayor to execute and deliver the design and construction agreement and the well site and access easements on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of June, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5695 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of June, 2023, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY DMB

Exhibit A

WELL DRILLING
DESIGN AND CONSTRUCTION AGREEMENT
CHILTON DRIVE WELLSITE (ASSOCIATION WELLSITE 27.3E-01.5S)

This Agreement for construction, modification or relocation of facilities (hereinafter "AGREEMENT"), is entered into by and between the Salt River Valley Water Users' Association (hereinafter "ASSOCIATION"), and City of Chandler (hereinafter "CUSTOMER").

WHEREAS, CUSTOMER has deemed it necessary or desirable that ASSOCIATION accommodate certain development or other needs of CUSTOMER and recognizes that ASSOCIATION is best capable of providing such accommodation, AND;

WHEREAS, ASSOCIATION is capable of providing such accommodation, using its own employees and equipment, unless otherwise provided herein.

THEREFORE, in consideration of the matters described herein and of the mutual benefits and obligations set forth herein, ASSOCIATION and CUSTOMER agree as follows:

1) ASSOCIATION shall perform the work and services more particularly described in EXHIBIT A, attached hereto, and by this reference incorporated herein.

2) ASSOCIATION shall complete the work and services described in EXHIBIT A ("Work and Services") in a timely manner. In the event ASSOCIATION is delayed in completing the Work and Services due to acts of God, fire, flood, labor disputes or any other factor beyond the reasonable control of ASSOCIATION (collectively "Force Majeure Event"), the ASSOCIATION will provide written notice to CUSTOMER within 30 days of the Force Majeure Event and ASSOCIATION'S time to complete the Work and Services shall be extended for a period of time that begins on the date of notice and continues for a period commensurate with the delay so caused.

3) ASSOCIATION shall maintain all relevant and applicable insurance coverages, through its self-insurance program or supplementary contracts of insurance it deems necessary.

4) ASSOCIATION shall at all times comply with laws applicable to performance hereunder, including acquisition of permits, licenses or other approvals.

5) CUSTOMER shall grant the ASSOCIATION the easements substantially in the form attached as Exhibit C-1 Access Easement and Exhibit C-2 Wellsite Easement ("together as Easements"). CUSTOMER shall deliver executed and acknowledged Easements for recordation within sixty (60) days after the date this Agreement is executed by both parties.

6) The estimated cost for completing the Work and Services is provided in Exhibit B, not to exceed $856,579; however, CUSTOMER shall reimburse ASSOCIATION for the actual costs incurred in the performance and completion of the Work and Services, up to the cost provided in Exhibit B. Payment to ASSOCIATION shall be in accordance with the terms incorporated herein. After recordation of the Easements by ASSOCIATION, ASSOCIATION will credit

against CUSTOMER's share of the estimated cost for completing the Work and Services, the fair market value of the Easements, in the amount of $245,485.

7) Neither ASSOCIATION nor CUSTOMER shall have the right to assign any rights or interest created herein.

8) This AGREEMENT shall be governed in all respects by the laws of the State of Arizona.

9) CUSTOMER shall indemnify and hold harmless ASSOCIATION from liability to any third party, including Customer's employees, resulting from or arising out of ASSOCIATION's performance hereunder, whether such liability is for property damage, personal injury or death, unless such liability is attributed to ASSOCIATION's sole, exclusive negligence or willful action. Further, CUSTOMER shall release ASSOCIATION from any of its claims related to ASSOCIATION's performance hereunder, unless such claim results from ASSOCIATION's sole, exclusive negligence or willful action.

10) The parties may terminate this AGREEMENT upon mutual written agreement.

11) In the event of termination of this AGREEMENT prior to the completion of the Work and Services, CUSTOMER shall reimburse ASSOCIATION for the actual cost it incurred up to the effective date of such termination. If completion of the Work and Services is essential to restore ASSOCIATION's ability to operate facilities affected by the unfinished Work and Services, CUSTOMER shall reimburse ASSOCIATION in accordance with Paragraph 6 herein.

12) This AGREEMENT shall constitute the entire agreement between the parties hereto, and any prior or contemporaneous understanding or representation shall not be binding upon either party hereto.

13) Should there be any discrepancy between this AGREEMENT and the Water Delivery and Use Agreement between ASSOCIATION and CUSTOMER dated December 2, 1994, and as amended from time to time thereafter ("WDUA"), the WDUA will take precedence. Exhibit 12.1 of the WDUA defines how the CUSTOMER may use the well.

14) A.R.S. sec. 38-511 applies to this Agreement.

Remainder of page left blank intentionally

In witness, each party has caused the execution of this AGREEMENT by the undersigned, who is vested with authority to bind such party to the terms and conditions herein.

SALT RIVER VALLEY WATER USERS' ASSOCIATION:

By: Charlie Ester

Director, Water Supply

Signature:_____

Date:_____

CITY OF CHANDLER:

By:_____

Its: _____

Signature:_____

Date:_____

ATTEST:

_____

Chandler City Clerk

APPROVED AS TO FORM:

_____

Chandler City Attorney

EXHIBIT "A"

Scope of Work and Services for Well Drilling
ASSOCIATION Wellsite 27.3E-01.5S

ASSOCIATION shall provide the following as part of this agreement:

- Labor, materials, permitting and contracted services to drill new ASSOCIATION well 27.3E-01.5S.

CUSTOMER shall provide the following as part of this Agreement:

- Legal right to land identified in Exhibit C-1 and Exhibit C-2 for new ASSOCIATION well 27.3E-01.5S that is at least 15,000 square feet in size, has adequate access rights for ingress and egress, has necessary utility easements to connect new well to ASSOCIATION's water delivery system, and is free from materials and environmental liabilities such as contamination. All of Customer's existing equipment shall be removed prior to commencement of ASSOCIATION well drilling activities, CUSTOMER shall, at its expense, clear the site by removing trees and plants and grading the surface to an approximate level elevation of 1209.0 (NAVD88)

- Financial cost sharing at 50% of all costs associated with the drilling and construction of new ASSOCIATION well 27.3E-01.5S as set forth in Exhibit B, less the fair market value of the Easements not to exceed $245,485.

EXHIBIT "B"

CUSTOMER Cost Summary for Well Drilling
Proposed ASSOCIATION Wellsite 27.3E-01.5S

CHANDLER COST-SHARING RESPONSIBILITY	
SCOPE OF WORK	
Drilling Contractor mob/demob, sound reduction, surface casing	$130,620
Pilot-hole drilling, zonal sampling, geophysical logging	$153,414
Pilot-hole ream and casing installation	$295,118
Well development and test pumping	$54,616
Project Management, water quality analysis	$80,048
	$713,816
20% Contingency:	$142,763
NOT TO EXCEED COST TO CHANDLER	**$ 856,579**

Above costs inclusive of drilling contractor, sub-contractors, SRP project management, and SRP water quality lab required to complete drilling and construction of SRP new well 27.30E-01.50S

Note: After ASSOCIATION'S recordation of the Easements in Exhibit C, ASSOCIATION will credit against the cost for completing the work and services described in this Exhibit B, the fair market value of the Easements, in the amount of $245,485.

EXHIBIT "C-1"

Access Easement

EXHIBIT "C-2"

Wellsite Easement

Exhibit B-1

EXHIBIT A
FORM OF WELLSITE EASEMENT

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
PO Box 52025
Phoenix, Arizona 85072-2025

AFFIDAVIT EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)

EXCLUSIVE WELLSITE EASEMENT

Maricopa County
Parcel #302-24-002G
S10; T1S; R65E

R/W # Agt. GY
Job # LJ67925
W_____ C _____

CITY OF CHANDLER, a municipal corporation

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, an exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain (i) one or more wells and/or water or irrigation pumping stations, pipes, canals, turnout structures, and all other appliances, appurtenances, and fixtures for the pumping, transmission or distribution of water ("Wellsite Purpose") (ii) buildings, structures, fences, walls or other improvements for use in connection with the Wellsite Purpose, (iii) underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, communication signals and data and all other purposes connected with the Wellsite Purpose, and for the purposes set forth in items (i) and (ii) above, in, upon, over, under, across, through and along the Easement Property (defined below) as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to, from, over, across, and through the Easement Property for the purpose of exercising the rights granted to Grantee hereunder (collectively, the "Easement"). The facilities described in

SRP-General Use

items (i), (ii), and (iii) above shall be collectively referred to herein as the "Facilities").

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Easement Property:

See **Exhibit "A"** attached hereto and incorporated herein by this reference

The Easement is governed by the following terms and conditions:

1. Exclusive Easement. Grantee's rights to use the Easement are exclusive. Grantor shall not use or grant any right to use the Easement Property, including without limitation granting licenses or additional easements, for any purpose without the prior written consent of Grantee, which may granted or denied through the exercise of Grantee's sole discretion, and any use or grant of rights in violation of this requirement is void. To request any such prior written consent, with such consent in each instance to be granted or denied through the exercise of Grantee's sole discretion: (i) Grantor shall provide Grantee with plans describing the proposed use, which shall include without limitation all construction and other development plans showing all improvements and activities to be located within the Easement Property, and any alterations thereto; and (ii) provided Grantee approves such use, Grantor shall execute Grantee's standard form license agreement, authorizing the use of the Easement Property.

2. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to do any and all of the following:

a. Trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Property, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

b. Install, place and maintain on the Easement Property warning or safety signs regarding the Facilities and safety or security devices to protect the Facilities.

c. Enclose the Easement Property or any portion thereof by fences, walls or other structures and to take other steps to prevent access thereto by unauthorized persons.

3. Water Withdrawal. The rights granted to Grantee under this instrument include, without limitation, the right to withdraw water under Grantee's service area rights and under applicable federal rights as the care, operator, and maintainer of a federal reclamation project.

4. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Property within a reasonable time subsequent to such abandonment.

SRP-General Use

5. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.

6. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

7. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Property is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SRP-General Use

IN WITNESS WHEREOF, Grantor has executed this Easement as of the date set forth in its acknowledgement below.

GRANTOR:

CITY OF CHANDLER,
a municipal corporation

By: _____

Its: _____

City Attorney - Approve As To Form:

By: _____

Name: _____ TMB

Title: _____

City Clerk - attesting the Mayor's signature.

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Chandler, a municipal corporation on behalf of the corporation.

_____
Notary Public

SRP-General Use

EXHIBIT A

EASEMENT PROPERTY

[See attached legal description and depiction thereof comprising two (2) pages]

SRP-General Use

EXHIBIT "A"

LEGAL DESCRIPTION
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

A Well Site easement within a portion of the land described in documents 1985-0531214 and 2018-0778995, Maricopa County Records, Arizona, situated in the Southwest quarter of Section 10, Township 1 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 10, being a Brass Cap in Handhole, from which the East quarter corner of said Section 10, being a Brass Cap in Handhole, bears North 89 degrees 47 minutes 48 seconds East, a distance of 5,317.95 feet (Basis of Bearing);

Thence North 89 degrees 47 minutes 48 seconds East, along the east-west mid-section line of said Section 10, a distance of 1424.87 feet;

Thence South 00 Degrees 12 Minutes 12 Seconds East, departing said east-west mid-section line, a distance of 229.83 feet to the **Point of Beginning**;

Thence South 00 Degrees 09 Minutes 32 Seconds East, a distance of 200.00 feet;

Thence South 89 Degrees 50 Minutes 35 Seconds West, a distance of 105.00 feet;

Thence North 00 Degrees 09 Minutes 32 Seconds West, a distance of 200.00 feet;

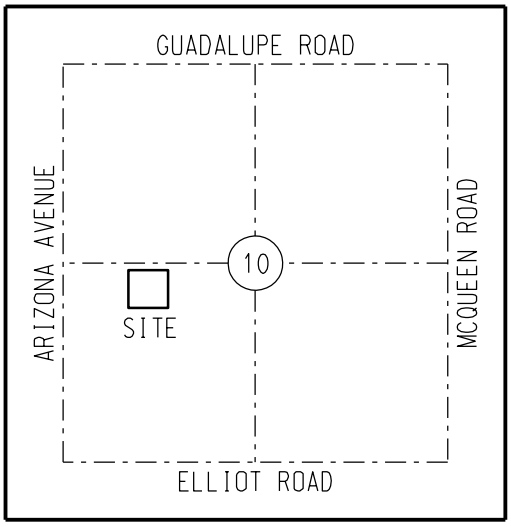
Thence North 89 Degrees 50 Minutes 28 Seconds East, a distance of 105.00 feet to the **Point of Beginning**;

Contains 0.482 acres more or less.

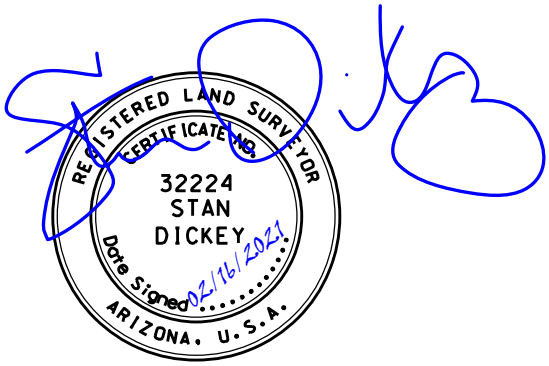
End of Description

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32224
STAN
DICKEY
Date signed 02/16/2021
ARIZONA. U.S.A.

EXHIBIT "A"



VICINITY MAP (NTS)
T1S, R5E
G&SRM



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°12'12"E	229.83'
L2	S00°09'32"E	200.00'
L3	S89°50'35"W	105.00'
L4	N00°09'32"W	200.00'
L5	N89°50'28"E	105.00'

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
MCR	MARICOPA COUNTY RECORDER
DOC	DOCUMENT
BK	BOOK
PG	PAGE
BCHH	BRASS CAP IN HAND HOLE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE

LEGEND

- SECTION LINE
- PROPERTY LINE
- EASEMENT AREA
- TIE LINE
- SECTION CORNER (AS NOTED)

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

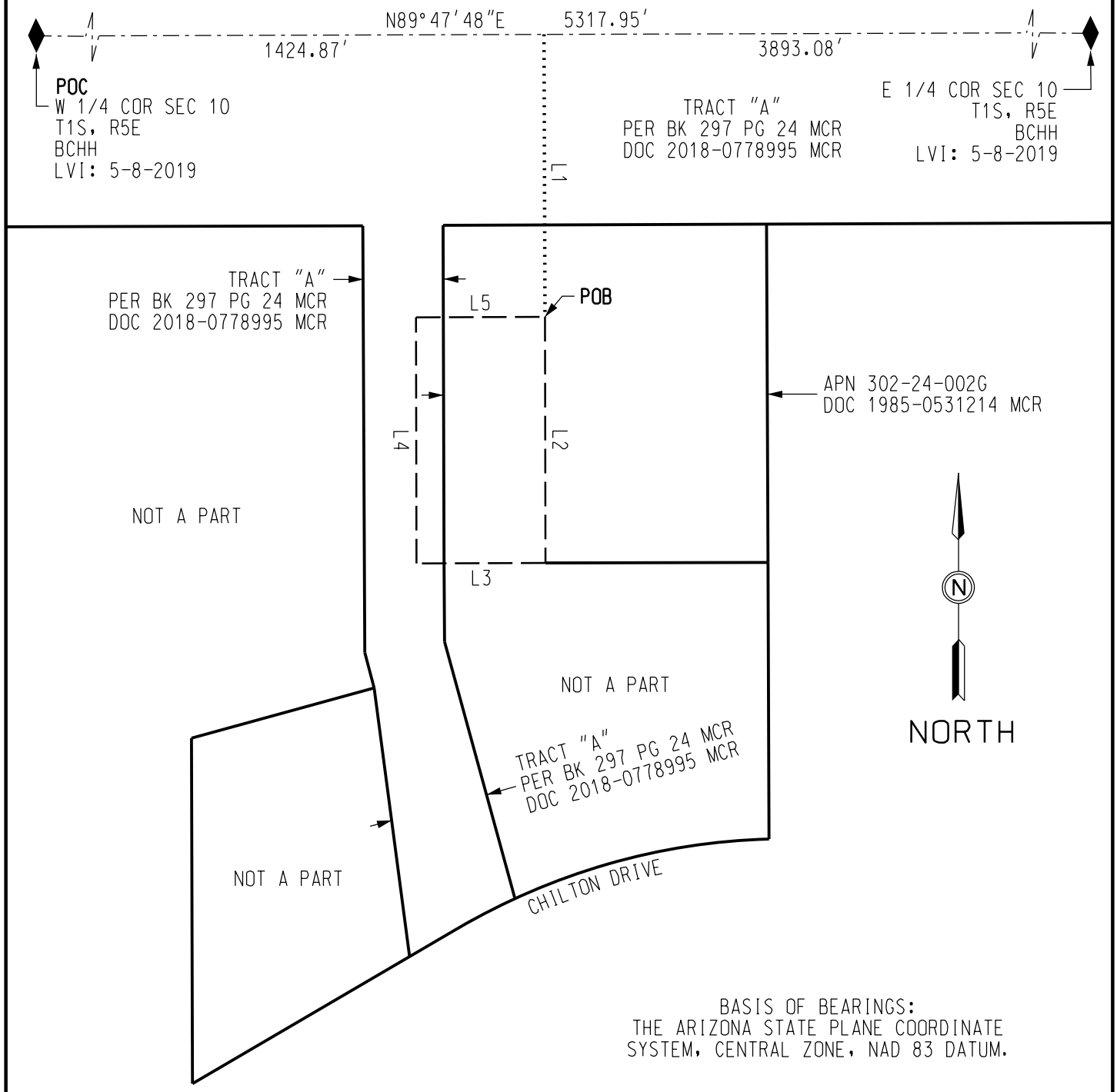
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER: W1364877	SCALE: NTS
I.O. NUMBER:	SHEET: 1 OF 2
AGENT: YASSINE	SHEET SIZE: 8.5"x11"
DRAWN: GRIER	REVISION:
CHECKED BY: DICKEY	CREW CHIEF:
DATE: 02-15-2021	FIELD DATE:

WELL SITE EASMENT
SW 1/4, SECTION 10
T.1 S., R.5 E
1.6 SOUTH - 27.3 EAST

EXHIBIT "A"



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: W1364877	SCALE: NTS	WELL SITE EASMENT SW 1/4, SECTION 10 T.1 S., R.5 E 1.6 SOUTH - 27.3 EAST
I.O. NUMBER:	SHEET: 2 OF 2	
AGENT: YASSINE	SHEET SIZE: 8.5"x11"	
DRAWN: GRIER	REVISION:	
CHECKED BY: DICKEY	CREW CHIEF:	
DATE: 02-15-2021	FIELD DATE:	

Exhibit B-2

ACCESS EASEMENT

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)

ACCESS EASEMENT

Maricopa County
Parcel #302-24-328
S10; T1S; R65E

R/W # Agt. GY
Job # LJ67925
W_____ C _____

CITY OF CHANDLER, a municipal corporation

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey to SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, as an easement appurtenant to the real property described on **Exhibit "A"** attached hereto ("Grantee's Property") and every part thereof, an easement over, across, and through the Easement Parcel (defined below) for purposes of providing vehicular and pedestrian access to Grantee's Property, including ingress and egress to and from the adjacent streets and rights of way furnishing access to Grantee's Property (the "Easement"). Except as provided in paragraph 1, the Easement, and Grantee's rights hereunder, shall be exclusive.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Easement Parcel:

See **Exhibit "B"** attached hereto.

SRP-General Use

The Easement is governed by the following terms and conditions:

1. Grantor Reservation of Rights, Approval of Use. Grantor reserves the right to use or permit others to use the Easement Parcel for the purpose of pedestrian and vehicular access ("Use"), provided that such Use does not interfere with the rights and privileges granted to Grantee hereunder. Grantor may pave, grade or otherwise improve the surface of the Easement Parcel, provided that Grantor provides Grantee with plans describing the proposed work and obtains Grantee's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

2. No Barriers. Grantor shall not construct, install or place, or permit to be constructed, installed or placed, any fence, wall, barrier, structure or improvement of any kind on the Easement Parcel. No parking shall be permitted on the Easement Parcel except in the case of an emergency.

3. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantee shall further have the right (but not the obligation) to pave, grade or otherwise improve the surface of the Easement Parcel or portions thereof to facilitate Grantee's access to Grantee's Property.

4. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee.

5. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.

6. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

7. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a public right of way or any other grant, dedication, or conveyance for public use of the Easement Parcel.

8. Exhibits. Exhibit "A" and Exhibit "B" attached hereto are incorporated herein with this reference.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative(s), this ____ day of _____, _____.

GRANTOR: City of Chandler

_____,
A municipal corporation

By: _____

Name: _____

Title: _____

City Attorney - Approve As To Form:

By: _____

Name: _____

Title: _____

City Clerk - attesting the Mayor's signature.

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2021, by _____, as _____ of _____, on behalf of the corporation.

_____
Notary Public

My Commission expires:

SRP-General Use

Signature and Acknowledgement Page to Easement granted by _____., to Salt River Project Agricultural Improvement and Power District, dated as of _____ ___, 2021, consisting of _____ pages.

Legal Approved Form_1-20-2015_mcm

SRP-General Use

Exhibit "A" to Access Easement
Grantee's Property

[consisting of 2 pages]

[to come]

Exhibit A

EXHIBIT "A"

LEGAL DESCRIPTION
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

An ingress egress easement within a portion of the land described in documents 1985-0531214 and 2018-0778995, Maricopa County Records, Arizona, situated in the Southwest quarter of Section 10, Township 1 South, Range 5 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 10, being a Brass Cap in Handhole, from which the East quarter corner of said Section 10, being a Brass Cap in Handhole, bears North 89 degrees 47 minutes 48 seconds East, a distance of 5,317.95 feet (Basis of Bearing);

Thence North 89 degrees 47 minutes 48 seconds East, along the east-west mid-section line of said Section 10, a distance of 1424.87 feet;

Thence South 00 Degrees 12 Minutes 12 Seconds East, departing said east-west mid-section line, a distance of 155.00 feet to the **Point of Beginning**;

Thence South 00 Degrees 09 Minutes 32 Seconds East, a distance of 74.83 feet;

Thence South 89 Degrees 50 Minutes 28 Seconds West, a distance of 127.65 feet;

Thence South 00 Degrees 12 Minutes 12 Seconds East, a distance of 172.74 feet to the beginning of a curve concave to the east having a radius of 500.00 feet;

Thence southeasterly along said curve through a central angle of 15°05'38", an arc length of 131.72 feet;

Thence South 15 Degrees 17 Minutes 50 Seconds East, a distance of 193.59 feet to the beginning of a non-tangent curve concave to the south having a radius of 530.00 feet, to which beginning of curve a radial bears South 28 Degrees 47 Minutes 02 Seconds East;

Thence southwesterly along said curve through a central angle of 1°37'38", an arc length of 15.05 feet;

Thence South 59 Degrees 35 Minutes 19 Seconds West, a distance of 13.84 feet;

Thence North 15 Degrees 18 Minutes 34 Seconds West, a distance of 240.14 feet;

Thence North 00 Degrees 12 Minutes 12 Seconds West, a distance of 457.64 feet;

Thence North 89 Degrees 50 Minutes 29 Seconds East, a distance of 20.00 feet;

Thence South 00 Degrees 12 Minutes 12 Seconds East, a distance of 110.54 feet;

EXHIBIT "A"

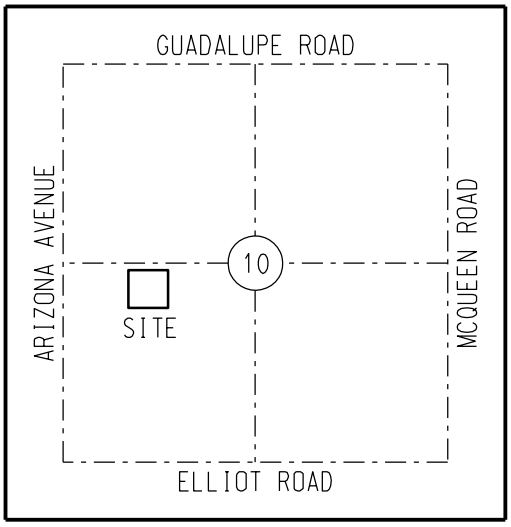
Thence North 89 Degrees 47 Minutes 48 Seconds East, a distance of 127.71 feet to the **Point of Beginning**;

Contains 0.587 acres more or less.

End of Description

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
32224
STAN
DICKEY
Date Signed 02/16/2021
ARIZONA, U.S.A.

EXHIBIT "A"



VICINITY MAP (NTS)
T1S, R5E
G&SRM

LEGEND

- SECTION LINE
- PROPERTY LINE
- EASEMENT AREA
- TIE LINE
- SECTION CORNER (AS NOTED)

ABBREVIATION TABLE

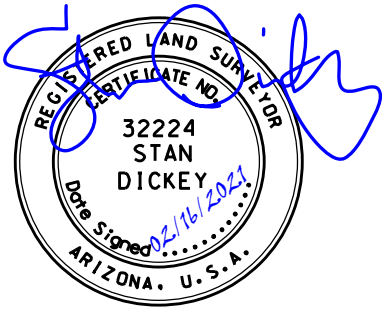
APN	ASSESSOR'S PARCEL NUMBER
MCR	MARICOPA COUNTY RECORDER
DOC	DOCUMENT
BK	BOOK
PG	PAGE
BCHH	BRASS CAP IN HAND HOLE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°12'12"E	155.00'
L2	S00°09'32"E	74.83'
L3	S89°50'28"W	127.65'
L4	S00°12'12"E	172.74'
L5	S15°17'50"E	193.59'
L6	S59°35'19"W	13.84'
L7	N15°18'34"W	240.14'
L8	N00°12'12"W	457.64'
L9	N89°50'29"E	20.00'
L10	S00°12'12"E	110.54'
L11	N89°47'48"E	127.71'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	500.00'	15°05'38"	131.72'
C2	530.00'	01°37'38"	15.05'



NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

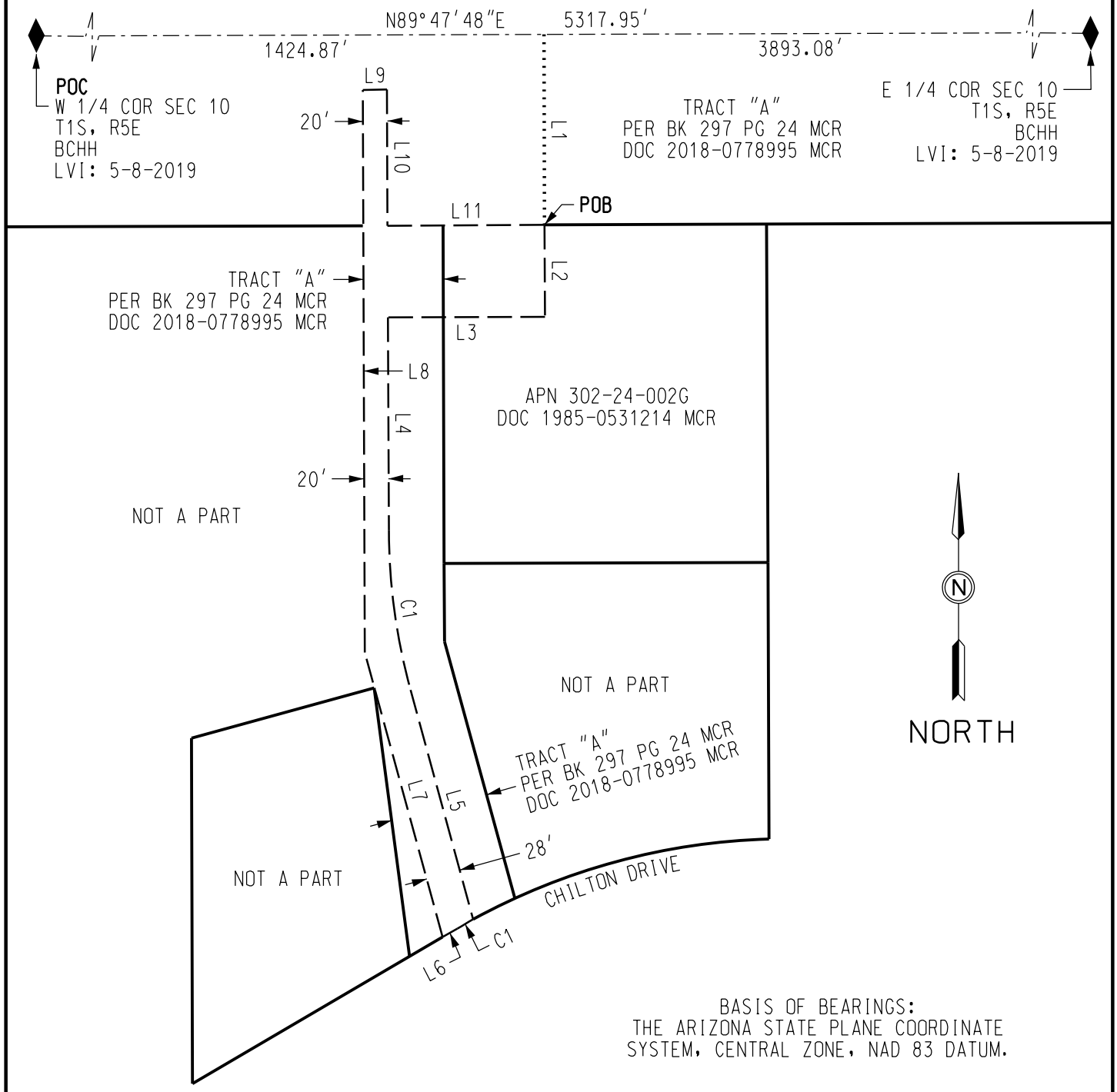
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER: W1364877	SCALE: NTS
I.O. NUMBER:	SHEET: 1 OF 2
AGENT: YASSINE	SHEET SIZE: 8.5"x11"
DRAWN: GRIER	REVISION:
CHECKED BY: DICKEY	CREW CHIEF:
DATE: 02-15-2021	FIELD DATE:

INGRESS EGRESS EASMENT
SW 1/4, SECTION 10
T.1 S., R.5 E
1.6 SOUTH - 27.3 EAST

EXHIBIT "A"



BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: W1364877	SCALE: NTS	INGRESS EGRESS EASMENT SW 1/4, SECTION 10 T.1 S., R.5 E 1.6 SOUTH - 27.3 EAST
I.O. NUMBER:	SHEET: 2 OF 2	
AGENT: YASSINE	SHEET SIZE: 8.5"x11"	
DRAWN: GRIER	REVISION:	
CHECKED BY: DICKEY	CREW CHIEF:	
DATE: 02-15-2021	FIELD DATE:	

Exhibit "B" to Access Easement
Easement Parcel

[consisting of 2 pages]

[to come]

SRP-General Use

City Council Memorandum **Public Works & Utilities** **Memo No.** UA24-001

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Cristabel Dykstra, Utilities Administrative Support Manager
Subject: Resolution No. 5717 Approving the Application and Award of an Environmental Protection Agency Grant

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5717 approving the application and award of an Environmental Protection Agency (EPA) grant in the amount of $990,000 from the EPA for the City's Advanced Metering Infrastructure (AMI) Project.

Background:

The Public Works & Utilities Department is seeking authorization to submit a grant application through the EPA Community Grants Program for funds to be used towards the AMI project. The EPA is designated as the federal agency that will award and administer funds for water infrastructure projects identified as Congressionally Directed Spending and Community Project Funding, as part of the Federal Fiscal Year (FY) 2022 Consolidated Appropriations Act. With the support of Congressman Greg Stanton, the AMI project has been identified as eligible under the Congressionally Directed Spending category.

As part of the AMI project initiative, an assessment was completed in 2021 to evaluate the benefits of transition to AMI, as well as an analysis of the cost. The assessment concluded that the City would greatly benefit from AMI to improve water use and reduce water loss. AMI benefits also include eliminating the need to capture readings from remote field employees, thus reducing fuel cost and vehicle maintenance, more rapidly addressing leak detections, and providing customers the ability to view their daily water consumption. On May 25, 2023, City Council

awarded a contract to Arcadis U.S., Inc., for project management support and technical advisory services related to implementation of AMI.

Discussion:

The City collects approximately 87,000 monthly water meter reads using drive-by technology known as Automated Meter Reading (AMR). The reads are collected to produce and distribute monthly bills to the City's utility customers. This project will transition the City from AMR to AMI. AMI is an integrated system of smart meters, communication network, and data management which provides advanced, daily consumption data. The City will strategically install a network of devices known as collectors (small antennas). These collectors will be placed atop City-owned buildings, streetlight poles or traffic signal poles (at line of sight) to collect data on a continual basis. With AMI, all customers will be able to view and manage their daily water consumption data, receive leak detection alerts and water system notifications, and pay their monthly bill through a customer portal.

Financial Implications:

As part of the cost analysis identified in the assessment report that was completed in 2021, the total AMI project is estimated at $5,500,000, with $990,000 of that amount to be grant funded. The remaining amount will be funded through the Capital Improvement Program.

Attachments

Resolution No. 5717 EPA Grant

Exhibit A - EPA Grant Application

RESOLUTION NO. 5717

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE APPLICATION AND AWARD OF AN EPA GRANT IN THE AMOUNT OF $990,000 FROM THE ENVIRONMENTAL PROTECTION AGENCY FOR THE CITY'S ADVANCED METERING INFRASTRUCTURE PROJECT.

WHEREAS, the Environmental Protection Agency (EPA) is the designated federal agency that awards and administers funds for water infrastructure projects; and

WHEREAS, the EPA has identified the City's Advanced Metering Infrastructure (AMI) project, an integrated system and network that will ultimately allow consumers to monitor daily water consumption, as eligible for funding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Authorizing submittal of a Community Grants Application, in substantially the form attached as Exhibit "A," to the EPA for $990,000 of funding towards the City's AMI project.

Section 2. Authorizing the City Manager, or his designee, to accept the award, sign all related documents on behalf of the City of Chandler and perform all acts necessary to give effect to this Resolution and implement the grant in accordance with its terms.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 17th day of July, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5717 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 17th day of July, 2023 and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

DMG

EXHIBIT “A”

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier: LCLUQVAP1WU4

5a. Federal Entity Identifier: LCLUQVAP1WU4

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Cristabel Dykstra

* b. Employer/Taxpayer Identification Number (EIN/TIN): 86-6000238

* c. UEI: LCLUQVAP1WU4

d. Address:

* Street1: 975 E. Armstrong Way
Street2:
* City: Chandler
County/Parish: Maricopa
* State: AZ: Arizona
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 85286-0000

e. Organizational Unit:

Department Name: Public Works & Utilities

Division Name: Utilities Administration

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.
* First Name: Cristabel
Middle Name:
* Last Name: Dykstra
Suffix:

Title: Utilities Admin Support Manager

Organizational Affiliation: City of Chandler

* Telephone Number: 4807823581
Fax Number:

* Email: cristabel.dykstra@chandleraz.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.202

CFDA Title:

Congressionally Mandated Projects

*** 12. Funding Opportunity Number:**

EPA-CEP-01

* Title:

EPA Mandatory Grant Programs

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

CityLimits.pdf

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Advanced Metering Infrastructure (AMI)

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: AZ 4&5

* b. Program/Project: AZ 4&5

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 06/05/2023

* b. End Date: 06/05/2025

18. Estimated Funding ($):

* a. Federal	990,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	4,500,000.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	5,490,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs.

* First Name: Dawn

Middle Name:

* Last Name: Lang

Suffix:

* Title: Deputy City Manager/Chief Financial Officer

* Telephone Number: 480-782-2000

Fax Number:

* Email: dawn.lang@chanderaz.gov

* Signature of Authorized Representative: Completed by Grants.gov upon submission.

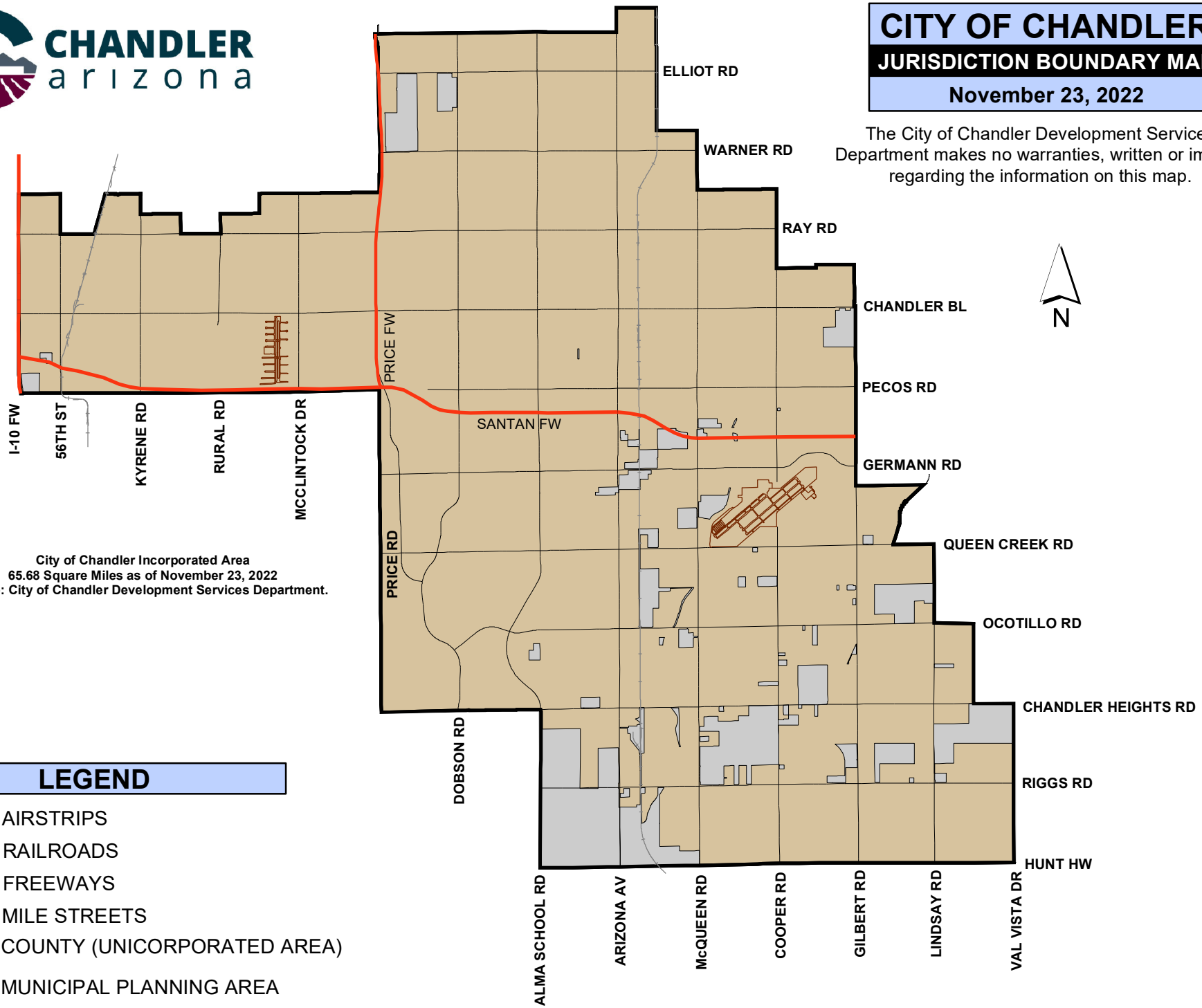
* Date Signed: Completed by Grants.gov upon submission.

CITY OF CHANDLER

JURISDICTION BOUNDARY MAP

November 23, 2022

The City of Chandler Development Services Department makes no warranties, written or implied regarding the information on this map.



City of Chandler Incorporated Area
65.68 Square Miles as of November 23, 2022
Source: City of Chandler Development Services Department.

LEGEND

- AIRSTRIPS
- RAILROADS
- FREEWAYS
- MILE STREETS
- COUNTY (UNICORPORATED AREA)
- MUNICIPAL PLANNING AREA

F:/planning/maps/long_range_plan/arcmap projects/jurisdiction-map.mxd

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. EPA Mandatory Grant Programs	66.202	$	$	$ 990,000.00	$ 4,500,000.00	$ 5,490,000.00
2.						
3.						
4.						
5. Totals		$	$	$ 990,000.00	$ 4,500,000.00	$ 5,490,000.00

Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1) EPA Mandatory Grant Programs	(2)	(3)	(4)	Total (5)
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment	990,000.00				990,000.00
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	990,000.00				$ 990,000.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 990,000.00	$	$	$	$ 990,000.00
7. Program Income	$	$	$	$	$

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Standard Form 424A (Rev. 7- 97)
Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. EPA Mandatory Grant Programs	$ 4,500,000.00	$	$	$ 4,500,000.00
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$ 4,500,000.00	$	$	$ 4,500,000.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 990,000.00	$ 247,500.00	$ 247,500.00	$ 247,500.00	$ 247,500.00
14. Non-Federal	$ 4,500,000.00	1,125,000.00	1,125,000.00	1,125,000.00	1,125,000.00
15. TOTAL (sum of lines 13 and 14)	$ 5,490,000.00	$ 1,372,500.00	$ 1,372,500.00	$ 1,372,500.00	$ 1,372,500.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16. EPA Mandatory Grant Programs	$ 990,000.00	$	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$ 990,000.00	$	$	$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: Equipment

22. Indirect Charges:

23. Remarks: Funding will cover direct charges related to equipment and services for installation for equipment to be operational.

OMB Number: 2030-0020
Expiration Date: 06/30/2024

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name: City of Chandler

Address: 975 E Armstrong Way

City: Chandler

State: AZ: Arizona

Zip Code: 85286

B. Unique Entity Identifier (UEI): LCLUQVAP1WU4

C. Applicant/Recipient Point of Contact

Name: Cristabel Dykstra

Phone: 4807823581

Email: cristabel.dykstra@chandleraz.gov

Title: Utilities Admin Support Manager

II. Is the applicant currently receiving EPA Assistance? ☐ Yes ☒ No

III. List all pending civil rights lawsuits and administrative complaints filed under federal law against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that alleged discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

V. List all civil rights compliance reviews of the applicant/recipient conducted under federal nondiscrimination laws by any federal agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

☐ Yes ☒ No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

☐ Yes ☒ No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

N/A

VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R 5.140 and 7.95) ☒ Yes ☐ No

a. Do the methods of notice accommodate those with impaired vision or hearing? ☒ Yes ☐ No

b. Is the notice posted in a prominent place in the applicant's/recipient's website, in the offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? ☒ Yes ☐ No

c. Does the notice identify a designated civil rights coordinator? ☒ Yes ☐ No

VIII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or disability status of the population it serves? (40 C.F.R. 7.85(a)) ☒ Yes ☐ No

IX. Does the applicant/recipient have a policy/procedure for providing meaningful access to services for persons with limited English proficiency? (Title VI, 40 C.F.R. Part 7, *Lau v Nichols* 414 U.S. (1974)) ☒ Yes ☐ No

X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

Title VI Coordinator: Niki Tapia, Diversity, Equity, & Inclusion Manager, 480-782-2214, niki.tapia@chandleraz.gov, Mail Stop 605 PO BOX 4008 Chandler, AZ 85244-4008

XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or applicant's/recipient's website address for, or a copy of, the procedures.

https://www.chandleraz.gov/government/city-managers-office/diversity-equity-inclusion/title-vi

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official	B. Title of Authorized Official	C. Date
Completed by Grants.gov upon submission.	Deputy City Manager/Chief Financial Officer	Completed by Grants.gov upon submission.

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statures and EPA regulations.

A. *Signature of Authorized EPA Official	B. Title of Authorized Official	C. Date

Instructions for EPA FORM 4700-4 (Rev. 04/2021)

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.
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Items "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Recipient" means any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution, organizations, or other entity, or any person to which Federal financial assistance is extended directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. 40 C.F.R. §§ 5.105, 7.25. "Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. "Civil rights compliance review" means: any federal agency-initiated investigation of a particular aspect of the applicant's and/or recipient's programs or activities to determine compliance with the federal non-discrimination laws. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable." In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

EPA KEY CONTACTS FORM

OMB Number: 2030-0020
Expiration Date: 06/30/2024

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

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Last Name: Lang Suffix:

Title: Deputy City Manager/Chief Financial Officer

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City: Chandler State: AZ: Arizona
Zip / Postal Code: 85225 Country: USA: UNITED STATES

Phone Number: 480-782-2000 **Fax Number:**

E-mail Address: dawn.lang@chandleraz.gov

Payee: *Individual authorized to accept payments.*

Name: Prefix: Mr. First Name: Robert Middle Name:
Last Name: Steele Suffix:

Title: Accounting Senior Manager

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Administrative Contact: *Individual from Sponsored Programs Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc).*

Name: Prefix: Mrs. First Name: Cristabel Middle Name:
Last Name: Dykstra Suffix:

Title: Utilities Admin Support Manager

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EPA Form 5700-54 (Rev 4-02)

EPA KEY CONTACTS FORM

Project Manager: *Individual responsible for the technical completion of the proposed work.*

Name: **Prefix:** Mrs. **First Name:** Cristabel **Middle Name:**

Last Name: Dykstra **Suffix:**

Title: Utilities Admin Support Manager

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Phone Number: 480-782-3581 **Fax Number:**

E-mail Address: cristabel.dykstra@chandleraz.gov

EPA Form 5700-54 (Rev 4-02)

Project Narrative File(s)

*** Mandatory Project Narrative File Filename:** AMI Project Narrative_Workplan.pdf

Add Mandatory Project Narrative File | Delete Mandatory Project Narrative File | View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File | Delete Optional Project Narrative File | View Optional Project Narrative File

Community Grants Workplan

Name of Applicant: City of Chandler
Point of Contact: Cristabel Dykstra
Project Title: Advanced Metering Infrastructure (AMI)

Project Objective(s) and Needs:
The City of Chandler is working on an innovative project that will benefit utility customers. The City will be transitioning from Automated Meter Reading (AMR) to Advanced Metering Infrastructure (AMI). The City currently collects approximately 87,000 monthly water meter reads using drive-by technology through a mobile data collection device. The reads are collected to produce and distribute monthly bills to the City's utility customers. The goal of this project is to get automatic, hourly consumption data via an integrated system of smart meters, communication network, and data management system – known as AMI. The City will be strategically installing a network of devices known as collectors (small antennas). These collectors will be placed atop buildings and/or traffic signal poles (at line of sight) to collect data on a continual basis. With AMI, all customers will be able to view their daily water consumption data via a customer portal which will also help in reducing their utility bill.

The City is requesting $990,000 as part of the FY22 Community Grants Program for Congressionally Directed Spending (CDS) and Community Project Funding (CPF). The City of Chandler will be covering additional costs of the project estimated at approximately $4.5 million.

Project Description:
As part of the AMI project initiative, an assessment was conducted in 2020 and completed in January 2021, to evaluate the benefits of transitioning from AMR to AMI. The assessment concluded that the City would greatly benefit from AMI in various areas including but not limited to eliminating the need to capture readings through a driving method (thus reducing fuel cost and vehicle maintenance), leak detections, and providing customers the ability to view and manage their daily water consumption. The assessment also provided a financial analysis for the project. The full assessment report has been included as part of the grant application.

All collectors will be placed on already established structures such as water towers, city-owned buildings, and traffic signal poles. Each collector will have at minimum a one-mile radius to capture reads from meters within that range. Where applicable, older, and already existing meters, will be replaced with new ones to be compatible with the network. All collectors will be placed on already established structures and at no time will there be any type of construction or ground disturbance. The collectors are small and designed for quick installation and can be electrical or solar. An updated propagation study is currently in the works to determine the best possible locations for the collectors.

Milestone Schedule / Scope of Work:

The project is estimated to be a two-year project, starting June 2023 through June 2025. A high-level milestone schedule has been provided as well as an attachment of the detailed project schedule/scope of work.

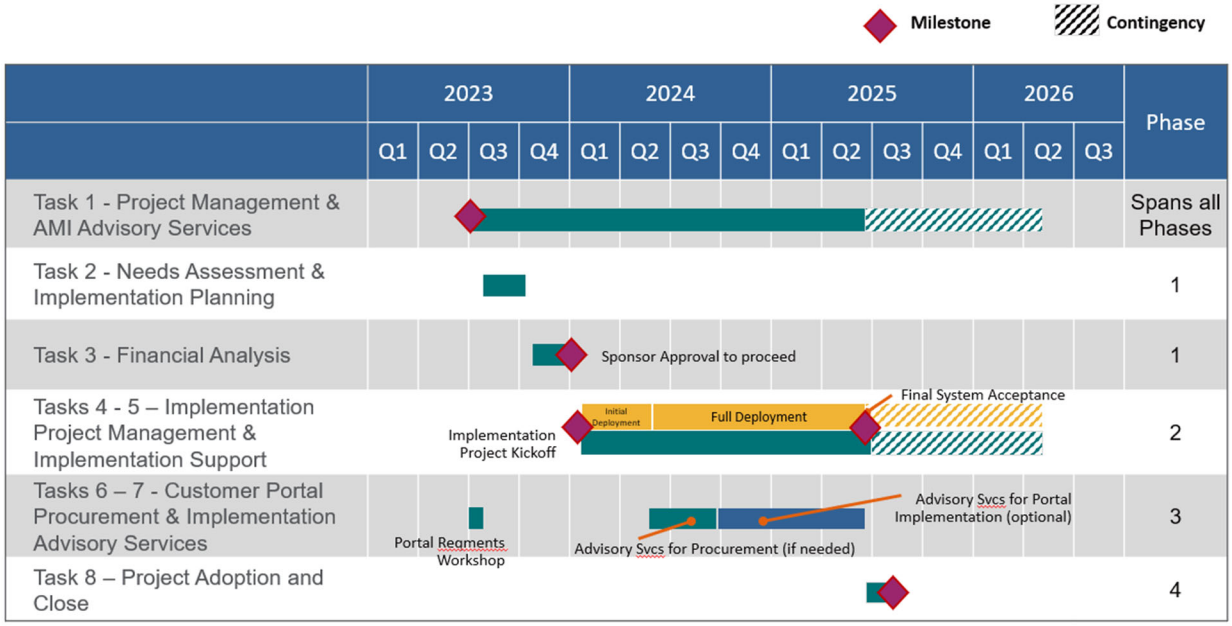

Figure 1: High Level Project Schedule

Environmental Results/Benefits:

The AMI project will have positive environmental impacts with the intent of reducing water loss within our system and at customers' end use. Due to the nature of our desert climate, Chandler has always been a leader in water conservation. With shortage in the Colorado River system, Chandler is looking to enhance water usage analysis to continue ensuring that every gallon of water is accounted for and used efficiently. AMI is the next step in this process and will allow staff and residents to be more vigilant with use and water savings. Customers will be able to log into a customer portal to see their water usage daily. This precision will afford customers to detect leaks or abnormal water usage. As outlined in a report prepared by AMWA (American Water Works Association) in January 2022, studies have shown that customers who sign up for AMI water portals decrease their average daily usage up to 12%. In addition, City staff will also be able to detect abnormal usage and address it immediately. The data collected through AMI will not only help reduce water loss but also improve water resource management.

Workplan Requirements for Identifying Contractors:

The City of Chandler will follow and abide by the competitive Procurement Standards outlined in 2 CFR 200.317 – 2 CFR 200.327 as it pertains to this project. No professional engineering services and/or construction are needed as part of this project. Any professional services as well as any purchases of equipment and installation of equipment will follow EPA's procurement requirements.

Workplan Requirements for Identifying Subrecipients:
This grant award will not have any subrecipients as part of this project.

Attachments:
AMI Assessment
AMI Project Schedule

Advanced Metering Infrastructure (AMI) Assessment Report

January 2021

PREVIEW Date: Jun 30, 2023 Workspace ID: WS01113096 Funding Opportunity Number: EPA-CEP-01

This document contains proprietary and confidential information. This report shall be exempt from disclosure under the Freedom of Information and Protection of Privacy Act on the basis that it includes information about vendors and their pricing.

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1 Executive Summary

1.1 Introduction

The City of Chandler (City) has been interested in evaluating whether they should consider transitioning to AMI from their current Advanced Meter Reading (AMR) system. To assist in this evaluation effort, the City commissioned Excergy Corporation (Excergy) for services to obtain an analysis of the costs and the benefits of AMI for several different alternatives of interest to the City. This report sets forth the findings of the AMI Assessment (the Assessment) for the City.

1.2 Alternatives Under Consideration

To provide a thorough understanding of the benefits and challenges of AMI compared to other potential options, the City selected three different alternatives to consider with one additional caveat affecting the first two alternatives. The alternatives are summarized below:

AMI System Alternatives

- Alternative 1 – Basic AMI to replace current AMR System:
  - This alternative analyzes installation of a fixed network to move the system from using AMR to using an AMI system.
  - One caveat in this alternative is an evaluation of the timing of the move from AMR to AMI both prior to a CIS upgrade and after a CIS upgrade.
- Alternative 2 – Full functionality AMI, including Distribution Operations endpoints and targeted remote disconnect valved meters:
  - This alternative provides an analysis of the City deploying a full-featured AMI system that includes Distribution Operations endpoints for Pressure Management, Water Quality Monitoring, etc. as well as a population of 4000 targeted remote disconnect meters in specific locations of need (e.g., services that have frequent, one to two times a year, visits for meter on/off activities).
  - This alternative also includes the evaluation of the timing of the move from AMR to AMI both prior to a CIS upgrade and after a CIS upgrade.
- Alternative 3 – Maintain AMR, but consider an alternative (e.g., Flume) to provide usage information to customers:
  - This alternative analyzes the other end of the spectrum by of not deploying AMI functionality, but continuing to read meters using an AMR system and looking at other technology alternatives such as Flume to provide usage data to customers similar to what AMI provides. This alternative would not be connected to billing system data or any other utility systems for data collection.

1.3 Assessment Conclusions

In the water utility industry, AMI has become a reality because of the advancements in communications technology and battery life, coupled with the reduction in the cost of communications components. The City is right to seek a forward-looking strategic plan that offers the potential to transform its operations, and the way in which it interfaces with customers.

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The cost/benefit analysis for each alternative over the requested 10-year period, both from a capital standpoint and an ongoing operations and maintenance perspective, as well as the direct and indirect financial benefits are outlined in the Table 1-1 below.

Table 1-1 Cost-Benefit for Each Alternative

Ten-Year Summary Table			
	Alternative 1: Basic AMI System	**Alternative 2: Advanced AMI with 4000 remote valves**	**Alternative 3: Maintain AMR**
10-Year Cumulative Direct Benefits	$2,768,731	$3,662,421	$45,233
10-Year Cumulative Indirect Benefits	$58,579	$73,709	$99
10-Year Cumulative OpEx	$3,997,155	$3,997,155	$708,488
10-Year Cumulative CapEx	$5,282,600	$6,172,600	$9,500
Net Present Value (All Benefits)	($1,607,645)	($969,838)	($550,150)

None of the three alternatives offer a positive Net Present Value and are close in total value. As such, all three options are viable for the City to consider. The pros and cons of each are summarized below to assist in the decision-making process.

1.3.1 *CIS Version Considerations*

The City is evaluating, due to resource constraints, whether they should proceed with a CIS upgrade ahead of deploying AMI. The new CIS version has three main advantages as it pertains to AMI. The considerations for CIS version between Alternatives One and Two are the same.

First, the new version also provides some added functionality relative to meter data management. With the volume of meter data that will be available from the new AMI system, this feature is of value, but the new Neptune 360 AMI Head-End system also provides some of this basic meter data management functionality, so the City could likely get by without the upgrade for this feature only.

Second, the new version includes a customer portal to view interval consumption data. Since the new system will not have a significant amount of consumption data to review until the system has been in operation for a while and because the Neptune 360 system will allow City personnel to view consumption data, this would not seem to be a significant reason to install the new system prior to AMI. Implementing the AMI system before the CIS upgrade would allow City staff the added time to become familiar with the AMI system and the output data before the customer portal is deployed to the customer as part of the CIS upgrade.

If the City decides to install AMI before the upgraded CIS version (V4), the new Neptune 360 AMI system will need to integrate to the existing CIS and then when the updated CIS is installed, a new integration effort would be necessary.

1.3.2 *Other Overall Considerations*

A clear external stakeholder communications plan and organizational change management plan should be included in the planning cycle and initiated prior to the procurement cycle. A summary of the evaluation for each alternative including implementation approach, timeline, and pros/cons for consideration follows.

1.4 Alternative One – Basic AMI

Because the City has already invested in a Neptune AMR system that is convertible to AMI without the change out of meters or meter interface units (MIUs), the installation of a basic AMI system involves only the installation of a fixed base network to replace the current drive-by approach to the collection of reads and the installation and integration of a new AMI Head-End operating system (Neptune 360).

1.4.1 *Implementation Strategy Approach and Timeline*

The implementation approach for this alternative would be to install the new Neptune 360 AMI Head-End system in a test environment and integrate it to the test CIS system. The systems would then be tested by first verifying functionality with a test collector and a few meters in the meter shop or at trusted friends and family locations. After the initial verification, an Initial Deployment (IDA) would be established with several collectors installed to read the meters in that area and functionality verification along with read performance in comparison to expected values from Neptune would be evaluated. Once these tests are successful, the system could be moved to production and deployment of the remainder of the collectors could proceed. The

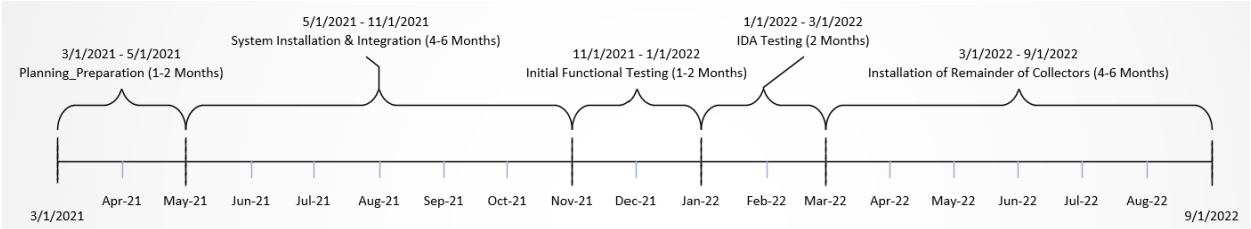

Figure 1-1 Alternative One Timeline

timeline for this effort would be:

1.4.2 *Alternative Pros and Cons*

The pros of this alternative are that you achieve many of the benefits sought in implementing an AMI for the least cost in the quickest time. Specifically,

- Once a Customer Portal has been deployed, customers will be able to proactively identify, and hopefully address, their own leaks,
- The utility will be able to identify meter maintenance issues on an ongoing basis based on receipt of read information,
- Customers may have access to consumption and billing data online via a customer portal (see Sec. 1.3.1 above concerning CIS version relative to this benefit)
- The utility will be able to easily retrieve interval usage data and customers and City Staff can see usage patterns together

The cons of this alternative are the costs associated with the installation of a fixed network compared to maintaining the current AMR system and the reduced financial benefits from not having a more robust AMI system capable of providing more information to the utility and customers.

1.5 Alternative Two – Full Featured AMI

Today's AMI systems offer additional features beyond meter reading and basis leak detection. These include the opportunity to use remotely operated valves to disconnect and reconnect customers to receive water as well as distribution monitoring capability to detect line pressure, temperature, and other parameters. This

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alternative evaluates the added costs and benefits of including 4,000 remote valves at appropriate customer locations and a sampling of monitors throughout the distribution system for long-term evaluation.

1.5.1 *Implementation Strategy Approach and Timeline*

The implementation approach for this alternative would be to install the new Neptune 360 AMI Head-End system in a test environment and integrate it to the test CIS system. The systems would then be tested by first verifying functionality with a test collector and a few meters, remote valves, and system monitors in the meter shop or at trusted friends and family locations. After the initial verification, an Initial Deployment (IDA) would be established with several collectors installed to read the meters and monitors and operate the remote valves in that area. The remote valves and monitors would need to be installed once the collectors in that area are installed. Functionality verification along with read performance in comparison to expected values from Neptune would be evaluated. Once these tests are successful, the system could be moved to production and deployment of the remainder of the collectors could proceed with remote valve and monitor installation proceeding once collectors are in place in those locations. The timeline for this effort would be:

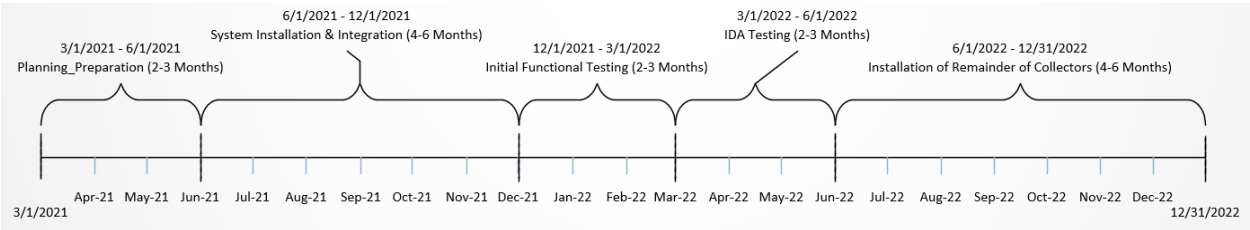

Figure 1-2 Alternative Two Timeline

1.5.2 *Alternative Pros and Cons*

The pros of this alternative Include all those stated above under Alternative One, but also include:

- Ability to remotely disconnect/reconnect meters for non-payment or in a move-in/move-out, avoiding previously necessary truck rolls,
- The availability of distribution system information on line pressure, temperature and other parameters that can improve overall function and useful life of the system components.

In addition to the cons described above in Alternative One, there are operational concerns as to whether there is clearance in meter pits to be able to install remote valves effectively. Relative to distribution operations monitors, it is difficult to quantify the value of the information provided and it may be necessary to install many more monitors at an added cost to fully realize the benefits of the monitoring effort

1.6 Alternative Three – Continued AMR with Customer Consumption Information

Because the City already has a fully functional AMR system today, the alternative evaluates simply maintaining that system and promoting the opportunity for customers to track their consumption through use of a third-party device, such as Flume. Customers would need to pay for these devices themselves at a likely cost between $150 - $200, but the City could also consider rebates based on the identification of leaks or some other basis. Such rebates were not considered as part of the cost summary below.

1.6.1 *Implementation Approach and Timeline*

The implementation approach for this alternative would not require any specific field action by the City. It would involve a marketing campaign to encourage customers to consider the purchase of a flow monitoring device with the possibility/opportunity for a rebate from the City. The timeline for this effort would be:

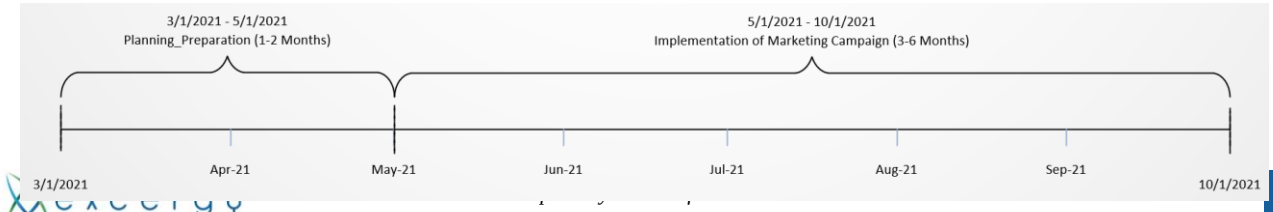

Figure 1-3 Alternative Three Timeline

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1.6.2 *Alternative Pros and Cons*

The pros of this alternative are centered on the fact that the City would not be responsible for the capital cost or maintenance of a new AMI system. Interested customers would still be able to see consumption and possible leak conditions and take appropriate actions to resolve them, providing a customer service to them and conserving water resources.

The cons of this alternative are that you lose out on most all of the pros described in Alternatives One and Two above:

- Only those customers that pay the money for a flow monitoring device will be able to proactively identify, and hopefully address, their own leaks,
- The utility will not be able to identify meter maintenance issues based on receipt of read information on an ongoing basis but only based on the once per month read,
- Customers will not have access to consumption and billing data online, and
- The City will not have the ability to easily retrieve interval usage data and view that data with customers to see usage patterns together.

There are no CIS version considerations for this Alternative. The City could proceed with a CIS version upgrade if they choose to for reasons other than AMI.

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2 Study Overview

2.1 Current Environment at City of Chandler

One of the hallmarks of Chandler is the high concentration of hi-tech companies that call the City home. Chandler is known as a "City of Innovation." To maintain that reputation and continuously improve the customer experience and growing expectations for the availability and access to near-real-time data, the City continues to invest in technology where prudent.

To address the conservation reporting requirements and goals as well as maintaining the City's innovation reputation, Chandler embarked upon a plan with AMR/AMI provider Neptune to install an AMR system to support meter reading in the early 2000s (2000 with Badger and 2006 with Neptune). In combination with these efforts, the City has continued a conservative and robust meter replacement schedule that ensures that meters are replaced after 15 years of service. The AMR system has continued to grow throughout the years and was architected in such a way as to be easily converted to a fixed-based AMI system with the addition of network collectors and backhaul from collectors. The combination of up-to-date installed meter inventory and a readily convertible AMR to AMI system makes the costs of moving to AMI lower than most other utilities encounter.

Other municipal water utilities as well as electric utilities in the area have moved to fixed-network AMI systems. The City has been closely watching those AMI deployments and have learned many lessons to apply to an AMR to AMI conversion.

In August of 2020, the City and Excergy began to assess the feasibility of implementation of an AMI system for the customer meters. This Assessment presents an analysis of the costs and benefits of an AMI technology and recommendations for the City's consideration. The impacts considered, include enhancements to Management Utility Services (MUS) and Public Works and Utilities (PWC) workloads impacted by AMI. A positive outcome from the AMI business case analysis was not presumed, and the Assessment was designed to present a clear and defensible analysis.

The Study approach was designed to:

- Leverage City staff members' experience and existing knowledge of meter reading systems, as well as its own meter reading, meter management, IT, distribution, financial, and customer service practices and meter-to-cash processes
- To provide an independent (vendor-neutral) evaluation of AMI technologies based on the City's current and future needs for data, so that City managers have a firm basis for their decisions
- Begin with a wide review of alternatives followed by an elimination process
- Help forge consensus and buy-in among City staff, as AMI affects several operating and support areas and requires considerable resources

Existing data collection, staff interviews, and a series of workshops were completed to assist in the technical and financial analysis presented in this report. Excergy conducted workshops with City staff to identify areas of potential improvements from implementing a new metering system, as well as expectations and concerns for a new metering system. Workshops conducted as part of the Assessment included:

- Workshop to discuss consolidated issues and expectations
- AMI Situational Analysis and Technology Workshop
- Customer Service Workshop

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- IT Considerations Workshop
- AMI Strategic Alternatives Workshop
- Economic Modeling / Business Case Workshop
- Business Process Impact Workshop
- AMI Implementation Planning Considerations Workshop

These discussions were utilized in the development of the recommendations and analysis provided in this report.

2.2 History of AMI

2.2.1 *Early Uses of AMR*

The early stages of AMI were in fact only AMR – or Automatic Meter Reading systems. As early as 1985, the utility industry began to install devices to make the process of meter reading quicker, more accurate, and less costly. The first AMR system simply transferred the meter reading and identification number to a recording device when the device was held near the meter. These "walk-by" or "touch-read" AMR systems provided the same service traditional meter readers provided with a pencil and paper. The early AMR systems required staff to walk a route to collect the consumption data from each metering device. With AMR systems, the reading function became a little faster, and fewer reading errors occurred because the mistake-prone process of manually inputting the read data was eliminated.

As vendors improved the AMR systems, the range of the meter transmitters or Meter Interface Units (MIUs) increased, so the meter could be read by a person walking or driving past multiple meters at one time. Over time, the range of the MIU signal increased from two feet to approximately three hundred feet. Early systems delivered one reading per month to minimize the battery usage on the device. Many of these systems are still in place today and are routinely being replaced with advanced AMI systems.

Figure 2-1 Meter with MIU for Pit Application

2.2.2 *Evolving from AMR to AMI*

AMR systems evolved from a monthly meter reading system into AMI systems that provided the capability of collecting hourly or 15-minute intervals of consumption and sending this data daily through radio transmissions to data collection devices installed in the field. Using these fixed-network collection devices and gathering this data daily over the radio network gave utilities a strategic advantage by utilizing the system as a management and operations tool.

[1] According to Cognyst Consulting, industry data on the total number of units shipped of advanced metering devices (AMR or AMI) in North America has been collected in the Scott Report since 2004. Specific quotes from this report are captured below to highlight the industry trend of moving from AMR meters to AMI meters due to improvements in the AMI technology roadmap:

"While the report on 2019 shipments is still being compiled, indications are that that it will be another record year for advanced metering. 2018 cumulative shipments (AMR and AMI combined) to the water industry

[1] Cognyst Consulting: *www.the*scottreport.*com/*scottreport/consulting.*htm*

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exceeded 93 million units and with over 4.8 million new units shipped in 2018. Cumulative water, gas and electric device shipments reached 394 million last year. Notably, water "fixed capable" units have climbed steadily in the water industry from 3.6M units in 2013 to 4.8M in 2018."

In Comparison to 2004, there were 71.9 million cumulative water, gas, and electric MIU device shipments back then, of which 15.3 million were water. Data for shipped water "fixed capable" units began in 2005, and close to one million were shipped in that year. Refer to Figures 2-2 and 2-3 below for additional data points.

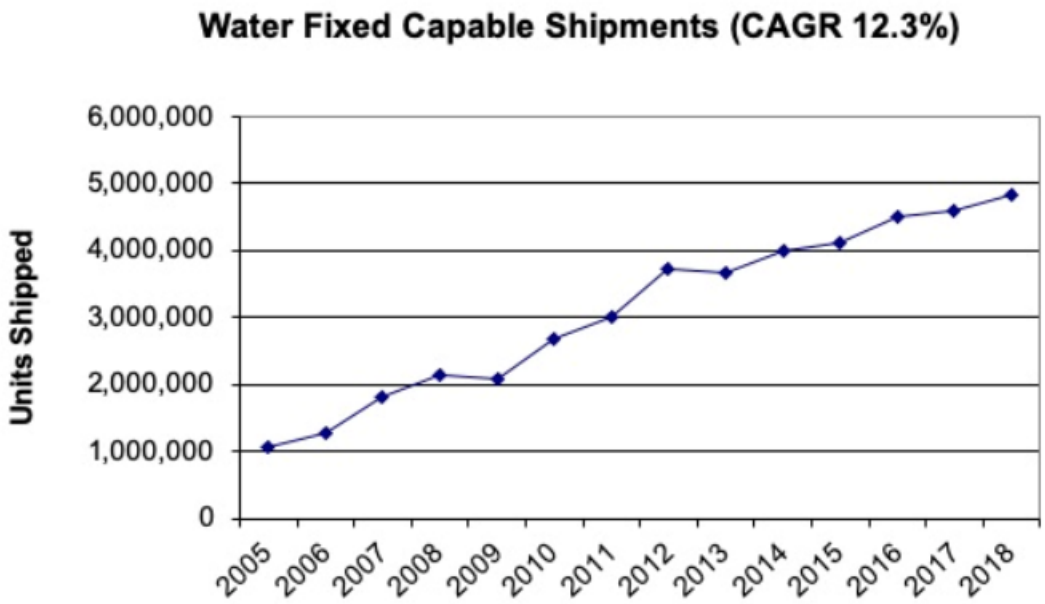

Figure 2-2 Water Fixed Capable Shipments (2005-2018)

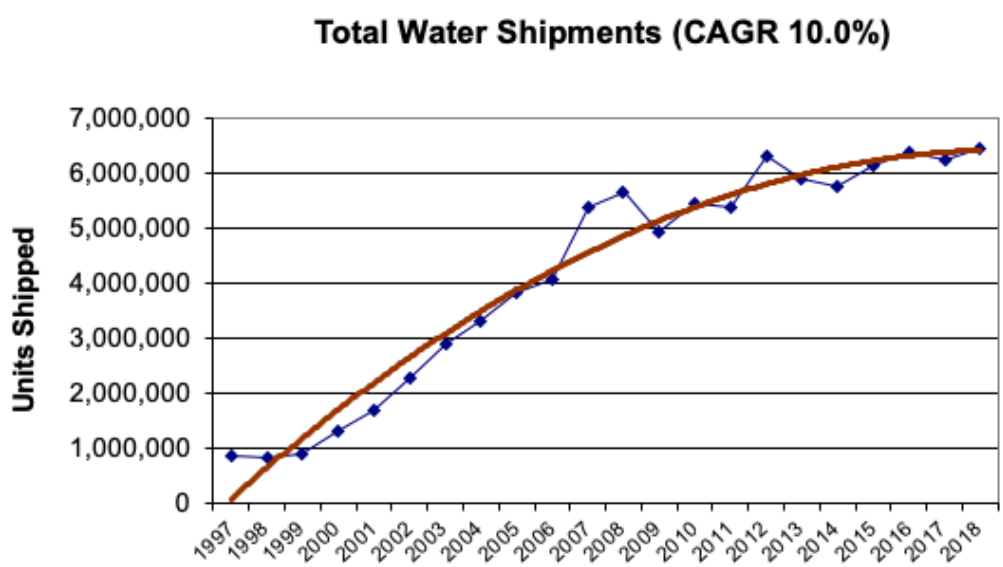

Figure 2-3 Total Water Shipments (1997-2018)

Both of these trends validate Excergy's consulting experience over the last five years, as we see clients in the water market largely converting to fixed network (AMI) units except in very rural environments. Both the

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industry shipment data and our own consulting experience suggest that most new projects primarily target complete conversion to AMI or some migration path in that direction using "fixed capable" equipment.

2.3 AMI Overview

An AMI system performs meter reading functions through positive-displacement and/or solid-state metering devices (meters) and transmits the consumption information, as well as various status events, back to a to a central database for billing and/or analysis. The consumption data generates a consumption history and a billing statement for the utility's revenue sustainability.

In addition to reading meters, AMI systems may also accommodate other devices. Sensors, such as acoustic leak detectors, water quality and pressure monitors can passively gather information and send it along periodically. AMI Vendors are now offering remote shut-off valves that can remotely turn-on or shut-off water service remotely to improve customer service and provide operational efficiencies for service operations on the smaller services.

AMI is:	AMI is NOT:
• A real-time operational communication system • A collection of sensors for utility operations • An informational system that provides data and information to improve operations	• Just for meter reading • Solely used for billing and customer service

Depending on capabilities of the AMI system implemented, AMI can be expected to provide data over the AMI network that can be used to support utility operations and processes. The typical advantages AMI can provide are as follows:

- Time-synchronized hourly consumption data recorded at the meters and provided (at a minimum) daily to the Utility's back office systems
- "Real-time" communications to and from any endpoint for reads or data; the ability to request real-time information from select points
- Ability to set and change thresholds of alarms, based on business needs
- Ability to review aggregated data from select points
- A communication network for collecting information and controlling devices

The benefits of AMI are multi-tiered (see Figure 2-4 and Table 2-1). As a utility initially deploys an AMI system, the first benefits are realized in the efficiencies gained in the meter reading arena, depending on if the utility is manually reading meters, or is converting from an AMR system. The additional benefits AMI can provide are through analysis and access to the extensive and timely data of the customers' time-synchronized consumption. When utilities begin to change policies, the second and third tier benefits begin to be realized.

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Figure 2-4 Hierarchy of AMI Benefits

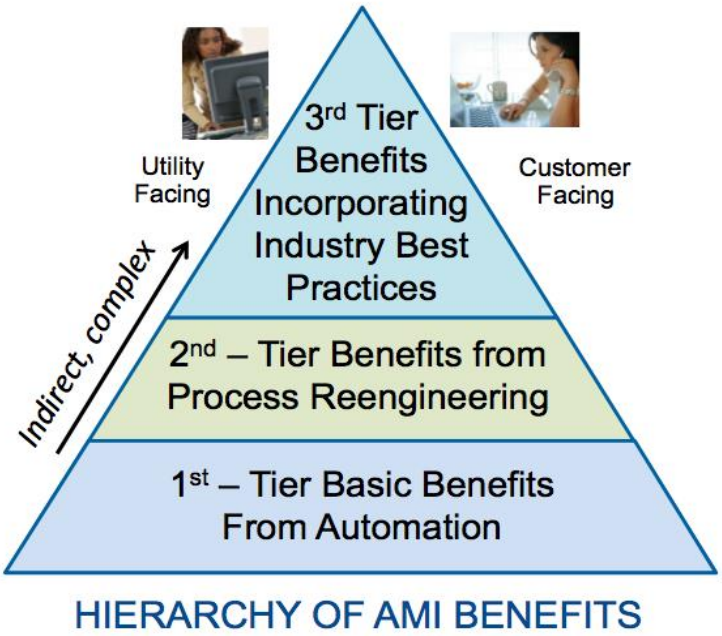

Table 2-1 Steps to Tiered AMI Benefits

1st Tier Benefits from Automation	2nd Tier Benefits from Process Reengineering	3rd Tier Benefits from Implementation of Best Practices
• Reduction in meter reading costs • Improved read accuracy – reduced implausible reads • Reduction or elimination of "estimated" bills • Reduction in read to bill time	• Reduced and quicker resolution to "high bill" complaints • Customer preference billing dates *(TBD policy decision)* • Reduction in costs for move-in / move-out reads and service transfers	• Reduced losses to theft • Proactive customer-side leak notification, "alert" service • Improved system design and management • Opportunity to provide higher level of pressure management, acoustic leak detection, water quality management • Remote connect/disconnect of small service meters

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As shown in Figure 2-5, other third-tier best practices include: system analysis, water loss analysis, and leak detection.

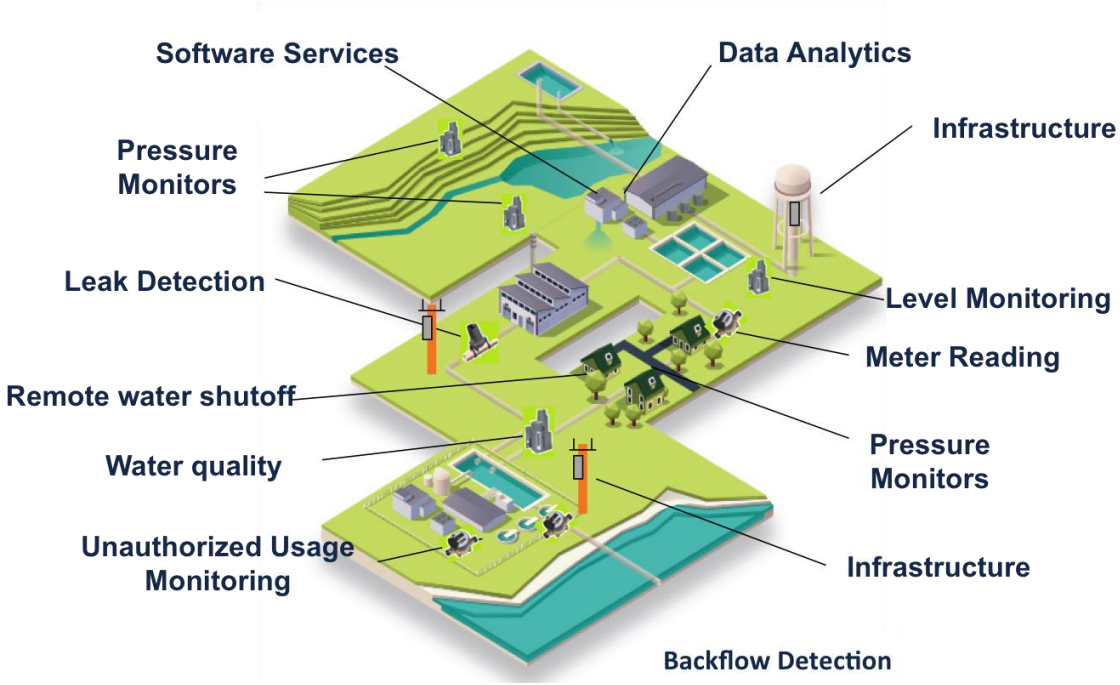

Figure 2-5 Advanced Benefits Realization

2.3.1 *System Analysis*

Time-synchronized data from the AMI can be used to support system modeling. This data can be correlated to production meters, pressure monitors, backflow devices, etc. to gain a clearer picture of water flow and system performance to a level of confidence heretofore unattainable for most utilities.

2.3.2 *Leak Detection*

AMI can support system leak detection through two primary methods. The first is to compare an interval of time-stamped meter consumption data from a specific area against the data from a City metered area/zone (DMA/DMZ) meter. Differences in the consumption and in-flow can be identified as potential system leakage. The second is to deploy acoustic leak detection (ALD) devices and/or institute a leak detection survey program. Note that undetected leaks are typically related to high bill complaints, and that neither of these methods are directly related to “customer-side” potential leak notification, which can be provided using AMI.

2.3.2.1 Water Losses and Loss Analysis

AMI has shown the ability to help water utilities improve accuracy in the reporting of unaccounted for water. The AMI can time stamp usage for the meters across the system and provide a tighter window of usage, resulting in a more accurate accounting of water into and out of the system.

2.3.3 *Additional Benefits of AMI*

AMI’s real potential is achieved when a utility expands beyond the reading of meters to utilizing the data and expands the use of the communications network provided by the AMI infrastructure to place AMI communication-enabled devices for operational purposes such as ALD, pressure management, water quality monitoring, and other remote devices for monitoring and system management. The AMI communications

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network allows the utility to place such devices where they are needed and utilize the AMI communication network without the expense of having to also install a separate communication network.

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3 AMI Vision

3.1 Workshop Results

As part of the Assessment, a vision for Advanced Metering Infrastructure (AMI) at the City was developed to set a baseline of expectations to complete the evaluation. The development of a vision relied upon workshops with City staff conducted to develop the vision for Smart Meters. Employees attending the workshops represented staff from the following work units: Meter Services, IT (Organizational and Departmental), Water Distribution, Water Quality and Management Services (Utility Billing).

Discussion centered on potential efficiencies to be gained and improved communication among Utility personnel, City Department personnel, and their Chandler customer base. This vision for AMI was also integrated with strategic priorities for the City's organizational strategic planning effort as established by City Council to achieve the community's vision.

3.1.1 *Desired Benefits*

Based upon the discussion during the vision workshop, the following desired benefits in priority order related to current challenges on the utility and customer side were documented related to an AMI Program:

Desired Benefits

- Customers to be able to proactively identify, and hopefully address, their own leaks
  - With an AMI system providing hourly consumption data, customers accessing the data will be able to see constant usage patterns that may be indicative of a leak.
  - Customers won't be surprised of leakage conditions that otherwise would only be noticed upon receipt of their bill.
- Ability to identify meter maintenance issues
  - With hourly consumption data, metering personnel will be able to detect issues when such data is not coming in from specific meters and will be able to troubleshoot and resolve the issue in a timelier manner.
  - The meters will provide alerts of cut cable conditions that detect the loss of connection between the meter register and the MIU allowing for immediate correction of such issues.
  - Metering personnel will not have to wait until the lack of available reads during drive-by meter reading to know that there's an issue with the meter.
- Customer access to consumption and billing data online
  - Customers will now be able, through a Customer Portal, to review consumption on an hourly basis and make changes, as necessary, to reduce water consumption costs or improve conservation.
  - Customer portals can provide alerts to customers when their usage or bill has exceeded a preset value so that they are not surprised by receiving a higher-than-expected bill.
  - Access to this data may preclude calls to customer service to complain about high bills.
- Ability to easily retrieve interval usage data
  - In addition to the value of interval usage data provided above, this data provides analytical opportunities for the utility to improve customer service and operation of the system.
  - Analytical opportunities include distribution system leakage determination, water loss calculation throughout the system, and average consumption data on a more precise time scale among others.
- Ability of customers and City staff to see usage patterns together
  - City Customer Service Representatives have limited capability today to assist customers who call with definitive reasons for high bills. This often leads to the cost of truck rolls for

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meter checks that rarely identify problems.
  - With AMI interval data, Customer Service Representatives as well as customers can see possible leakage conditions and high use times that the customer may have forgotten about (e.g., when the pool was filled or when family and friends were at the residence for a party).

3.1.2 *Organizational/Operational Concerns*

During the workshop and subsequent sessions, the following issues, bottlenecks, and challenges were noted in priority order and will need to be addressed:

Organizational/Operational Concerns

- IT systems are not at currently available version levels, causing functionality concerns.
- The IT staff, both within the utility and the City, is overwhelmed with various other projects and there is limited staff to support an AMI project.
- IT system reports that require IT support take a long time before they're available for use.
- Disparate data results in lots of manual steps in order to provide a complete picture and make decisions.
- Utility IT personnel have limited authority to implement technology changes.

3.1.3 *Project Concerns*

During the workshop and subsequent sessions, the following concerns/questions on the utility and customer side relative to project implementation were noted in priority order and will be addressed:

Project Concerns

- What additional work will be required of City staff to operate and maintain this new AMI system?
- Will the City IT staff, with limited resources, be able to provide the necessary support to implement and maintain the new system?
- Obtain a clear understanding of the infrastructure necessary to support network deployment, such as additional poles needed as well as the public support for placement of the collector devices throughout the City.
- What City positions will need to be reclassified and/or upgraded to address system implementation, operation and maintenance?
- Will the AMI system result in a reduction in staff, when overall the utility needs additional staff to support all work being done?

3.1.4 *Business Process Enabler & Constraint Key Considerations*

Consideration of the items below that were discussed in the Business Process Impact workshop will greatly improve the success of an AMI project as there are many items to consider when implementing such a system.

Key Considerations

- Enablers:
- Employees
  - Plan for early project needs and related increased staff workloads
  - AMI Provisioning and Meter Changes – training the meter department on the proper MIU activation, dependent on the AMI system technology selected
  - MIU Deployment – understanding the complexities of replacing meters or registers that

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are enabled for the AMI Meter Interface Unites (MIUs)

- Systems
  - Event Management – How will the City handle events from the meters, including cut-wire alarms, backflow alarms, battery alarms, etc.? Will the data be filtered based upon work orders?
  - Upgrade and Configuration Management – How will upgrades for the AMI software, AMI network devices, and MIUs administered and integrated with other system?
  - Data Management – How will the increased, high volume of data be categorized and prioritized? Will alarms be filtered, or a threshold set to establish a level of action?
  - Customer Engagement – How do we mitigate resistance to using new technology?
- Reporting
  - What reports are needed to maintain the AMI network?
  - Do the AMI and Meter Data Management System (MDMS) vendor(s) have a pre-configured set of reports that can be used?
  - Field Conditions/Annual Inspection – need to have a process for performing regularly scheduled inspections to identify field conditions, uncover meter boxes, etc.
  - Are reporting and business intelligence needs defined?
- Physical Plant
  - Consider Smart Meter Replace Program impact to warehousing & logistics processes
- Constraints
- Organizational Alignment
  - Revise roles and responsibilities as needed and confirm accountability and alignment for streamlined or reengineered processes to ensure RACI alignment
  - Administering/Operating the Headend System (HES) and AMI Network – Are organizational changes needed to administer the AMI HES and other related systems (i.e., MDMS, Customer Portal)?
- Policy Changes
  - Are any new policies needed? For example, how will the City administer the cut-off process for delinquencies and move-ins/move-outs? The following policies will need to be considered:
  - Transfer of Service – will a truck roll be required to obtain visual read and ensure service is still on?
  - Leak adjustment – will AMI provide an opportunity to change or eliminate the leak adjustment policy to encourage customers to sign up for the Portal and get leak and high usage notifications before they result in abnormally high bills?
  - Onsite for activation – in the case of a remote turn-on, is it necessary for City personnel to be present when activation of service is performed? Ensure legal review for position liability issues
  - Timing of move-in/move-out – when will the billing of a transfer of service occur? Will the customer be able to ask for service disconnect at a specified time, or will the billing read on a move-out/move-in be the midnight register read?
  - Notifications – determine criteria and policy for opt-in text messaging or opt-out decisions
  - Need to consider pre-paid policy
- Knowledge Management
  - Will there be a centralized repository across functions to support new and efficient ways of working?
  - What governance structure will oversee accountability, retention, and access policy?

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- External Processes
  - Will PWC streamlined processes also improve collaboration with shared services functions and external suppliers?

3.1.5 *Business Drivers for Smart Meter Replacement Program*

As a part of the interactions with the City staff, the following key business drivers were validated for the AMI program to impact customer engagement and efficiency, utility analytics and analysis, environment partnership and operational efficiency strategic objectives:

Driver 1: Customer Engagement & Efficiency

- Seamless customer experience – working with City improved self-service capabilities with less clicks to pay bill, access to usage data dashboards, and better visibility to programs
- Reduction in Meter Reading – quicker and more timely billing on service start/stop requests; reduce truck rolls
- Reduction to Time-to-Bill – improve cash flow; identification of issues; bill closer to actual usage
- Reduced Calls to Customer Care – proactive notice of High-Bill; the ability to identify customer side leaks
- Reduced Hi/Lo Investigation Time – less effort on billing issues, fewer phone calls, bad reads, investigations, duplicated trips, and trips for data logging
- Reduced Shut-Offs – quicker service restoration via ability to turn-on water remotely (remote valve, if used)

Driver 2: Utility Analytics & Analysis

- Access to Quality Near-Time Data – opportunity to cleanse data
  - Time-stamped data to assess trends and develop demand projections to assist with budget planning, rate setting, and resource management and planning involving seasonal and zonal consumption patterns within the water distribution system
  - Time-stamped data for system planning and operational needs, system leakage, preventative maintenance, etc.
  - Improved access to historical data
- Proactive Notice of High-Bill
  - Timelier and more granular data for Customer Service to assist customer
  - Access to customer usage details to address inquiries
  - Near-time data to justify the bill and explain events of usage anomalies, for customer and representative
  - Daily access to reads for billing Off-Cycle needs; final billing

Driver 3: Environmental Partnership

- Water Efficiency – web-portal presentation of usage patterns can change customer behavior leading to conservation as well as limit phone calls and field trips
- Water Quality Monitoring – placement of water quality monitors (if used) on the AMI communications network

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Driver 4: Operational Efficiency

- Reduced Start/Stop Read Trips
  - Reduced driving from service orders and rechecks through remotely reading meters – thereby reducing the potential for accidents (vehicle and personal injuries)
  - Reduced need to access meter box with dangerous conditions in the meter box due to foreign objects being put into the meter box, as well as natural conditions such as bees, bug bites, snakes, bad dogs, water in pit, etc.
  - Reduced customer confrontations through remote shut-off valve operations, i.e., remote valve (if used)
  - Reduced duplication and coordination between meter services and after-hour resources
- Reduction in Repairs/Replacements (reduced field orders and truck rolls).
  - Replacement of older MIUs
  - Move to a condition-based meter replacement program
- System Modeling & Analysis
- Pressure Regulation & Management
- Data Analytics for Water Loss Analysis – reporting of water losses
- Distribution System Leak Detection

3.2 The Vision and Roadmap for AMI

During the workshop sessions, a Vision for AMI at the City was developed. Figure 3-1 below shows a graphical representation of the vision for AMI at the City. This vision shows the AMI opportunities the City seeks to improve customer services and realize operational efficiencies. The roadmap highlights a rough timeline for the City to focus on its strategic priorities and transition to its desired state.

During the transitional phase of deployment, potential concerns should be analyzed and mitigated to minimize risk that could hinder operational efficiencies and customer in the near term. However, as deployment moves closer to completion, rolling benefits will be realized that will improve operation and customer service efficiencies.

The following lists detail the various components identified in the Vision Roadmap for AMI at the City. This vision is designed to create transparency, improve communication, maintain reliability and build confidence with the City's internal and external shareholders.

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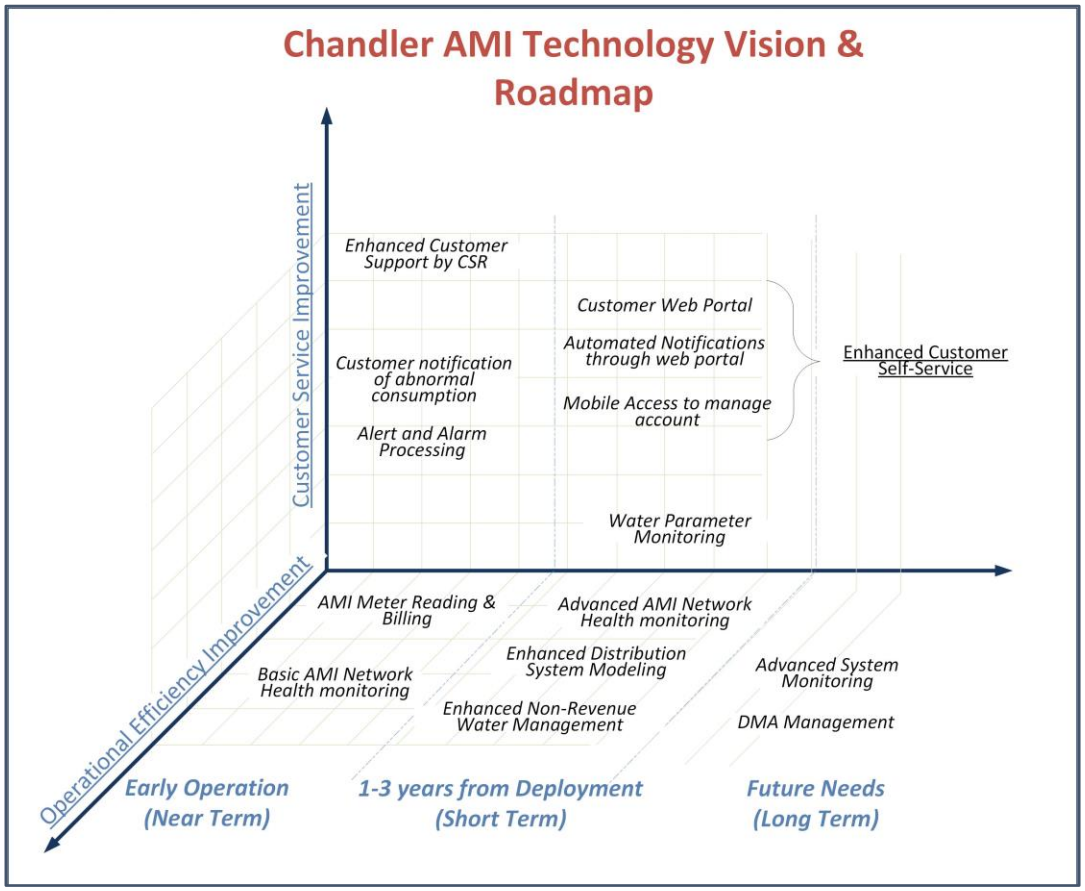

Figure 3-1 Chandler Smart Meter Vision

3.2.1 *Foundational Items*

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The below sections identify the vision for the City as part of the preparation and planning for AMI or can be realized as deployment is proceeding.

Vision for AMI – Culture of Innovation and Tech Advancement

- AMI is the next step in city's progression
- In preparation for, and foundational to, deployment planning
- Equitable distribution of resources
- Planning for deployment
- Risk analysis and mitigation

3.2.2 *Early Operation - Near Term Vision Impacts*

These sections identify the vision for the City that can be realized as deployment is proceeding or upon implementation of AMI.

Vision for AMI – Customer Notification of Abnormal Consumption
(High Customer Service Improvement, realization while deploying)

- Identify abnormal consumption, such as continuous consumption or high consumption, to customers in near real time
  - AMI systems have analytical reporting capabilities
  - Alarms and alerts are sent from the meter or determined from criteria defined within the software
  - Detection of abnormal consumption by analysis provides the ability to alert customers before a high bill is received for irregular consumption
- Some AMI/MDM systems will present an alert when potential leaks are identified
  - These alerts are sent from the meter or determined from a parameter set in the software
  - The leak detection is not intended for instant identification of a leak but is intended on identifying leaks prior to receipt of a high bill for excess usage
- Key requirement to achieve Vision
  - A robust AMI/MDM system with software that has the ability to analyze and report to City staff based on defined parameters
  - The City will need to establish a process to pro-actively notify customers of irregular consumption in advance of a high bill

Vision for AMI – Enhanced Customer Support
(Medium Customer Service Improvement, realization while deploying)

- Support Customer Service staff when dealing with customer inquiries through detailed and time stamped usage information
  - Customer Service staff will be able to analyze and present days of high usage and continuous usage patterns to address customer concerns
  - While the implementation of AMI will initially create the potential for more calls, an ultimate reduction in call volume may be achieved, through the Web Portal providing feedback to customers
  - While there is expected a reduction in the number of calls, there is also the potential that some calls may increase in duration to provide sufficient time to review the extensive data with the customer; however, there is also a potential that some calls may be shortened because the issue can be quickly identified and resolved

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  - AMI would improve the ability for supporting Water Conservation efforts and assist with education of customers on their water usage
  - AMI data will also assist Water Conservation efforts in identifying customers who need help with irrigation scheduling
  - Customer Service and customer training and engagement
  - Consistency of service levels

Vision for AMI – AMI Meter Reading and Billing

(Medium Operational Efficiency Improvement, realization while deploying)

- Meter Reading through Fixed Network AMI – No longer Drive-By reading required
- More data to help with answering customers question for Contact Center
- Customer Service is improved through shorter time to *bill* for change of service, improved ability for the customer to understand unusual high usage, and a potential reduction in leak adjustments due to earlier notification
  - Reduction of safety issues
  - Reduction of duplicated effort on field and technical front

Vision for AMI – Basic AMI Network Health Monitoring

(High Operational Efficiency, realization while deploying)

- AMI systems software can detect the proper functioning of the AMI network – collectors, repeaters, endpoint communications, etc.
  - The City should expect to have the AMI system provide feedback on the functioning of the network and conditions that need attention such as lost meters and non-communicating meters on an ongoing basis versus only monthly through an AMR system.
  - The City should expect the AMI system to provide tools and instructions on how to troubleshoot, isolate, and mitigate issues on an ongoing basis versus monthly through an AMR system.
  - Through integration to the work order system, processing of any Network alerts and alarms can be automated to trigger an investigation work order to repair. The City should consider establishing a set of actions for the system during development and deployment.

Vision for AMI – Automated Alert and Alarm Processing

(Medium Operational Efficiency Improvement, realization while deploying)

- Identify issues on the system or at the meter. These alerts and alarms identify health of the endpoints, such as low battery or battery failures, cut wires and non-registering meters, and meter tampering etc.
  - The City expects to have the AMI system provide feedback on the functioning of the endpoints
  - Auto-generated reports and automatic notification will minimize City staff time to monitor equipment health and process the alerts and alarms
  - Timely and accurate information to all stakeholders
  - Risk Management
- Key requirement to achieve Vision
  - A robust AMI/MDM system that has the ability to identify meter and endpoint health and report to City staff, through automated notification and ideally, automated work order

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creation

3.2.3 *1-3 years from Deployment - Short Term Vision Impacts*

These sections identify the vision for the City in 1-3 years from the end of deployment where additional software is added and utilizes functionality related to historical data from the AMI.

Vision for AMI – Enhanced Customer Self-Service: Customer Web Portal & Automated Notification
(High Customer Service Improvement)

- Enhance Customer Web Portal to show customer consumption data. Customers can access their usage presented in monthly, daily and hourly consumption via a dashboard
  - Customer access to their usage presented in monthly, daily and hourly consumption (user friendly to achieve behavior modification)
  - Leak notifications set to alert customers and City staff
  - AMI data to help explain unusual high usage to customers, so the customer will better accept responsibility for usage
  - Improved customer service by providing feedback to the customer on usage patterns and potential high bills
  - A reduction in the number of calls to the Call Center based on customer access to a 24/7 Web Portal supported with the meter data of usage
- Automated Notification
  - Customers can set their own notification parameters for abnormal consumption, such as leaks. Customer notification preferences may be configured to send email, text, phoned depending on software capability. AMI data can be used explain unusual high usage to customers, so customer will better accept responsibility for usage
  - Improved customer service since staff will be able to provide feedback to the customer on usage patterns and potential high bills
  - The number of calls to the Call Center based on customer access Web Portal supported with the meter data of usage should be reduced
- Key requirement to achieve Vision
  - A Customer Web Portal that leverages consumption data from the AMI/MDM system and is available 24/7
  - A Customer Web Portal that has automated notification features
  - Ability for Customer Service staff to view the same information as a customer sees it to facilitate call resolution

Vision for AMI – Advance AMI Network Health Monitoring
(High Operational Efficiency Improvement)

- Automatically report and notify City staff when improper functioning of the AMI network – collectors, repeaters, endpoint communications, etc. is detected.
  - Through integration to the work order system, processing of any AMI-network alerts and alarms can be automated to trigger an investigation work order for staff. The City should consider establishing a set of actions for the system during development and deployment
- Requirement to achieve Vision
  - A robust AMI/MDM system that has the ability to identify network health issues and provide feedback to City staff through built-in reporting capabilities and automated notification functionality

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Vision for AMI - Enhanced Distribution System Modeling
(Medium Operational Efficiency Improvement)

- Support modeling of the distribution system through analysis of consumption to determine peak flows and use patterns.
  - AMI meter usage data can be used to validate and calibrate the water modeling in the future
  - This data can be used to identify peak periods, low use periods and the overall flow of water during various conditions
  - Data can be used to generate a "digital twin" of the distribution system to provide a digital model precisely modeled after "real-world" operating conditions.
  - Water Flow and pressure
- Key requirement to achieve Vision
  - A robust AMI/MDM system that has the ability to provide time-synchronized consumption for pressure zones, aggregation of customer consumption data from the meters to establish nodes or into a "virtual meter" that represents the aggregated loads
  - Staff time to integrate data into the hydraulic model and perform analysis

Vision for AMI – Enhanced Non-Revenue Water Management
(Medium Operation\al Efficiency Improvement)

- Protect against water loses by supporting water balance analysis
  - AMI time synchronized data can be utilized to provide support for analysis of leaks on the distribution system. This data is best used by providing customer usage in the City service area, time-stamped and compared with production meters. System wide analysis of usage against production can indicate any leakage on the overall system.
  - The City can review overall usage and determine if there is an opportunity to identify a system wide leak factor and aide in water balance analysis and water audit reporting.
  - The City can use AMI data to evaluate an imbalance between water production and billed consumption. Authorized/unbilled consumption is one cause for imbalance as there is usage but no revenue.
  - Through advanced analytics such as DMAs, other revenue protection issues can be identified such as unauthorized and unaccounted for usage.
- Key requirement to achieve Vision
  - Staff time to review and analyze data

3.2.4 *Future Vision Items*

The following items are benefits identified as potential in the future opportunities for the City

Vision for AMI – Promotion of Smart City Initiatives
(High Customer Service Improvement)

- AMI Communication Network can be utilized to support Smart City initiatives, such as smart street lighting and parking availability.
- AMI Data can be utilized to expand operational efficiencies across City departments by expanding benefits toward street repairs, resurfacing, etc.
- High utilization and optimization of fiber network
- Framework for customer benefits to access data / information – seamless customer experience

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(omni-channel apps)

Vision for AMI – Pressure Management

(Medium – High Operational Efficiency Improvements; potential future opportunity)

- AMI systems that have a communications umbrella such as the RF Star networks, can provide opportunity for utilities to use the communications system to deploy devices for pressure management and monitoring easily and without the need for land phone lines. These devices can also be deployed using cellular technology, independent of an AMI system.
  - The City may explore the deployment of pressure monitoring devices in the future and does not anticipate doing this as part of an AMI project.

Vision for AMI – Water Quality Monitoring

(Medium Operational Efficiency Improvements)

- AMI systems that have a communications umbrella such as the RF Star networks, can provide opportunity for utilities to use the communications system to deploy devices for water quality monitoring easily and without the need for land phone lines. These devices can also be deployed using cellular technology, independent of an AMI system.
  - The City may explore the deployment of water quality monitoring devices in the future and does not anticipate doing this as part of an AMI project

Vision for AMI – Distribution Leak Management through Analysis

(High Operational Efficiency Improvements, realization after deployment and operational data available)

- AMI time synchronized data can be utilized to provide support for analysis of leaks on the distribution system
  - This data is best used by providing customer usage in the City service area, time-stamped with production meters
  - System wide analysis of usage against production can indicate any leakage on the overall system
  - The City can review overall usage and determine if there is an opportunity to identify a system wide leak factor and aide in development water audit reporting

Vision for AMI – Sustainable & Resilient Community

(Medium – Operational Efficiency Improvements; potential future opportunity)

- Sustainable and resilient community TBD initiatives
- Foundational tools to improve and proactively maintain City infrastructure
- Long term drought planning

Vision for AMI – DMA Management

High (Operational Efficiency Improvement, Future Needs)

- Support DMAs by providing more accurate data on the customer usage within the DMA

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  - The AMI data can be aggregated under a “virtual meter” to simulate a DMA; this information can be utilized to improve the hydraulic model
  - Consumption analysis via DMAs can be used to improved improve analysis of water losses
- Requirement to achieve Vision
  - A robust AMI/MDM system that has the ability to aggregate consumption to simulate a DMA or export data to be used outside of the AMI/MDM system

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4 Customer Service Process Analysis

The City's vision, brand and goals identify a number of customer focused objectives that can be satisfied through improved customer satisfaction. An Advanced Metering Infrastructure (AMI) system further enables the City to meet this objective and increase the value to the customer while supporting what the City of Chandler desires as being an innovation leader.

AMI is a technology that impacts the customer service processes through system-wide, time-stamped interval meter read data not previously available. The City's customer service processes affected by the AMI project were discussed with the City stakeholders in a series of workshops.

While the specific impacts that will be felt by the City post-deployment may vary based on certain strategic decisions and design elements, the Study reviewed and analyzed the following processes shown in Figure 4-1 as they relate to the City's typical meter reading and billing monthly cycle:

The analysis of customer service impacts assessed how an AMI system and the data can improve or impact the processes for the City. These impacts are defined using the following assumptions:

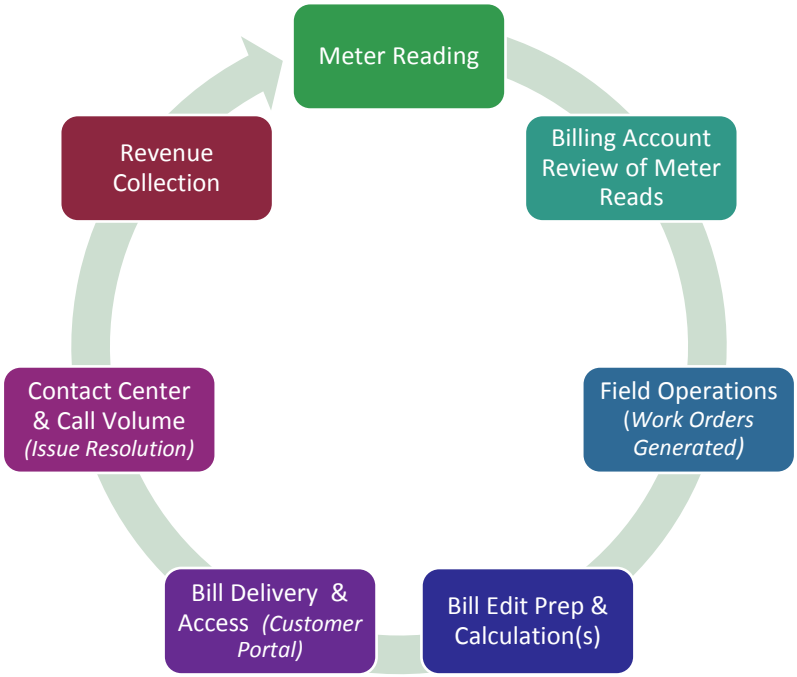

Figure 4-1 Chandler's Monthly Billing Cycle

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Customer Service Process Analysis: Assumptions

- All customer meters will be AMI-enabled
- Each AMI meter records consumption in 15-minute or hourly intervals
- The AMI HES would daily collect each meter's register reading and interval data

Each of these processes are addressed in more detail in the following sections.

4.1 Meter Reading

The City currently uses a Neptune Drive-By Automated Meter Reading (AMR) for reading the meters. There are six-meter reading trucks equipped with Neptune MRX-920- radio receiver software and computer hardware that gather the reads monthly by driving by the meters equipped with Neptune MIUs.

With AMI, the need to drive by each account on a monthly basis is eliminated, as the reads will be delivered daily to the AMI head-end software. Impacts include the normal monthly "on-cycle" readings which are required for monthly billing of accounts for normal billing periods, and "off-cycle" reads which are required for when a customer starts or stops service to capture the ending or beginning read for the account. Off-cycle reads are included in the Service Order analysis in Section 4.3.

4.1.1 *On-Cycle Meter Reading Process*

The "on-cycle" meter reading process begins with a download of all accounts due for billing of the "cycle" into the Neptune software for the mobile meter reading process. The six-meter reading vehicles drive the assigned route to get within range of the meters that are equipped with the Neptune AMR module (MIU) that is broadcasting the current register read. The mobile software receives the register read, which is uploaded to the Infinity Customer Information System (CIS) to be used for the bill calculation.

Although there may be special circumstances where a manual read is required (e.g., when a meter is not communicating), the AMI system will eliminate the need for the monthly drive-by meter reading visit to capture the monthly read. Thus, AMI will:

- Reduce miles driven, which:
  - Reduces CO2 emissions (Indirect Benefit)
  - Reduces risk of accidents - There is a reduction in risk for accidents associated with meter reading. Injuries, such as slips, falls, and sprains, repetitive strain injuries, as well as vehicle accidents are a direct benefit from implementing AMI as there is reduction in accident risks, workers compensation costs, etc. (Benefit not monetized)
- Reduce costs for fuel and maintenance on six vehicles by 30%, allowing for some residual costs to account for special needs for reads as necessary.
  - Fuel costs for meter reading costing at ~ $19,697 annually
  - Maintenance costs for Meter Reading vehicles costing at ~ $6,048 annually
- Eliminate current costs for Meter Reading Software for the six meter reading vehicles. *Note these charges are included in costs for OpEx*.

Belt Clip	$1,125.00
Trimble HH	$373.00
MRX920	$4,769.00
Mapping for MRX920	$3,600.00
Yearly; 3-yr promotion (Neptune 360 AMR)	$53,800.00

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Total Annual Savings	**$63.667.00**

4.1.2 *Reduced Meter Reading Costs*

This Study assumes the following:

- Reduced meter vehicle maintenance
- Reduced meter vehicle fuel
- Reduced Meter Reading Software licenses/fees

The Study also reviewed potential growth in the service territory and determined that Water Services would not require any additional meter readers in the life cycle of the AMI system due to growth, and thus there was no cost avoidance applied for an additional meter reader.

The impacts to the Meter Reading process and the associated values used in the financial model to determine monetary benefits related to meter reading assumptions are summarized in Table 4-1.

Table 4-1 Meter Reading Impact and Benefits Assessment

Benefit Area	Existing Metrics	AMI Impact	Estimated % reduction	Estimated Annual Savings with AMI
Meter Reading Vehicle Costs	Meter Reading Vehicles Maintenance $6,048/year	Reduction in vehicle needs	30%	$1,814
Meter Reading Vehicle Fuel Costs	$19,697	Reduction in vehicle fuel	30%	$5,909
HH Read Devices annual Maintenance	$1,100	AMI to capture reads	100%	$1,100
Annual Meter Reading Software License and Maintenance	$66,523	No Longer needed – use AMI SW (included in cost of model)	100%	$66,523
		Total Annual Meter Reading Benefits		**$90,974**

4.2 Billing and Bill Processing

IMPLAUSIBLE READS/BILLS

AMI provides benefits related to the customer billing process through daily access to registration of customer consumption resulting in more timely billing, and the processes surrounding validation of reads. When Billing staff must review bills that appear to be out of normal, the staff will have easy access to hourly read data to validate and confirm if the reading and/or bill is accurate. While there will likely be a reduction of efforts for validation of implausible reads, the study did not monetize this benefit.

BAD DEBT / COST OF COLLECTIONS

Bad debt and delinquent accounts typically are a result of customers running up high bills and/or being unable to pay. AMI can reduce the incidence of “surprise” high bills through providing usage information to the customer through-out the billing period to help customers manage and monitor their usage to reduce an

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unexpectedly high bill amount. Currently, the City has a bad debt of approximately $290,000per year. While there will likely be a reduction of bad-debt and the costs of collections these savings/reductions were determined too uncertain to validate, thus the study did not monetize this benefit.

4.2.1 *Additional Considerations for Billing*

The following items are some additional options the City can consider when implementing an AMI system to improve processes or service to the customer:

Bill Processing: Additional considerations

- Billing Date Coordination – the presence of an AMI system could enable the City to offer choice of billing date to customers; however, to avoid system bottlenecks, it may be desirable to stagger billing dates among customers
  - This consideration is best applied with a policy that the customer be on paperless billing and online payment only to reduce impacts to the bill mailing process
  - There is still a concern that call volume at the call center may be impacted if too many customers choose the first or last day of the month as their bill date; therefore, steps to mitigate this should be considered prior to implementation of choice of bill date to all customers per TBD Policy

4.3 Field Customer Service Order Impacts

Implementation of AMI heavily impacts field service orders that Customer Service addresses. With AMI interval read data delivered multiple times a day, AMI will reduce the overall number of field service orders by reducing dependence on a field visit for reads, investigations, and other billing and consumption related field service orders. Additionally, the addition of Remote Valves on a portion of the meter population would provide additional benefit at an added cost.

4.3.1 *Service Orders*

The type and general quantities of field service orders handled by Customer Service at the City were discussed at the workshops. The associated impacts were evaluated for benefits that can be achieved for the City. The following sections provide a summary of all the Field Service Orders at the City that would be impacted by implementing AMI and the impact assumed as part of the financial analysis.

Many field service orders would see tangible impacts, which include the following along with the number of each in 2019:

- Move-In Reads – 3,359
- Move-Out Reads – 3,569
- Transfer of Service Reads – 9,800
- Field Investigation (Water Audit, 2x Consumption, Landscape Consultation) – 761
- Leak Check – 83
- Lock-Offs (Delinquent) – 2,217
- Reconnect – 1,839
- High Consumption / Leak Check – 2,293
- Low Consumption – 977
- Other (Final Bills; Rereads; Read-only) – 1, not considered in the analysis.
- Meter Change Outs – 4,745 / These are not included in the study.

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Each order currently results is a "truck-roll" to address. It was calculated each truck roll cost an average of $17.50. This amount is applied to the number of truck rolls reduced by using the data provided through the AMI system.

4.3.2 *Move-In Reads; Move-Out Reads*

AMI provides the ability to start/stop service for customers without a need to dispatch a customer service field representative. Due to this capability with AMI, there is a significant reduction in Field Service orders for "off-cycle" reads for move-in and move-out requests. The AMI system provides reads daily, and these reads can be used to generate the start or stop read for a move-in or move-out request thus providing significant benefit. This is a key benefit for any utility implementing AMI. Additionally, AMI enables the City to more quickly respond to these requests as the read data is available without needing to send a field service representative to capture a read. Reduction of these orders for Move-In (3,359) and Move-Out (3,569) is a direct benefit from AMI. The Study identified an **85% reduction** of these trips. The remaining 15% represent times where a read may be missing or special requests for physical reads are required, as well as a conservative approach to the benefit.

4.3.2.1 Benefit for Remote Valves on Move-In/Move-Out Orders

The installation of meters with remote operating valves that can be opened and closed remotely is a high benefit option for a water utility. This reduces two visits for any situation that requires operation of the service valve. For areas of high turnover and turn-off for payments, the remote valve can prove a substantial benefit. The study determined that there are approximately 4,000 services that require multiple visits per year and so Alternative 2 in Section 7 was defined to evaluate the benefit of installing remote valve operable devices on these services.

With the addition of remote valves, the Study identified an **92% reduction** of these trips, when applied to the 4000 services with remote capability.

4.3.3 *Transfer of Service Reads*

Transfer of service orders are a combination of Move-Out and Move-In orders (MIMO) when service is transferred without any change in status for the service (i.e., active and inactive). Any order for transfer of service can be completed using the daily read data from the AMI system without a visit to the meter. Reduction of these 9,800 orders is a direct benefit from AMI. The Study identified a **95% reduction** of these trips.

4.3.4 *Inspection / Investigation*

These orders are generated when a read or customer inquiry results in a request to visit the meter for a physical / broken meter, box, etc. It was determined that these orders will likely not be impacted by AMI, and thus no reduction was taken for these.

4.3.5 *Leak Check*

These orders are typically related to leaking meters at the connections, etc. These orders are due to physical issues and not identified as impacted by AMI.

4.3.6 *Lock Off's (Cuts, Locks, Pulls) / Reconnect Orders*

AMI can reduce the number of delinquent accounts by allowing customers to better manage usage via data provided through a Customer Usage Portal. The study did not take any specific reduction for this AMI benefit.

4.3.6.1 Benefit for Remote Valves on Lock Off/Reconnect orders

Remote Valves have a substantial impact to field visits (truck-rolls) for turn-on/turn-off type operations and therefore Table 4-3 below shows the reduction in visits and associated savings provided by installing approximately 4,000 Remote Valves on the repeatedly visited services.

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4.3.7 *High Consumption*

These orders are typically generated by a customer call for the City to investigate an issue, primarily high bills. AMI can reduce these orders through the readily available access to hourly consumption data and daily acquisition of register reads. This data will allow for a higher percentage of investigative orders to be triaged from the office, saving a field visit.

An AMI system provides the opportunity to identify customer-side leaks and abnormal consumption that create a situation for a customer to avoid paying and could reduce high bill complaints with proactive notifications. AMI can also identify potential leaks and has been shown to greatly reduce a utilities leak forgiveness loss. Leak adjustments could be reduced as a result of implementing AMI.

Additionally, when 2 times consumption is identified, an order is generated to visit the AMR meter and capture the interval data from the meter. This "data-log" trip can be avoided with AMI because the interval data will be provided on a daily basis, eliminating the need for a trip to capture the interval data.

It was determined that **approximately 45%** of these orders can be avoided during the initial customer call through access to better data as enabled by AMI.

4.3.8 *Low Consumption*

These orders are typically generated either through the Hi/Lo check during the billing process when monthly consumption is usually low due to slowing/malfunctioning meters. These may increase due to the readily availability to see the non-registering meter, thus a negative benefit was identified, as these orders may increase. The study **identified a 10% increase** in these orders.

4.3.9 *Order Reduction Summary Tables*

Tables 4-2 and 4-3 summarize the impacts AMI will have on the Field Service orders at the City. Based upon the analysis there is a potential reduction of 16,133 orders attributable to AMI.

Table 4-2 Order Metric and Impact Assessment without Remote Valves

Order Type	Existing # of orders annually	AMI % Reduction / Impact	Estimated Annual # of Orders reduction	Estimated Annual Savings with AMI at $17.50 per order
Move-In	3,359	85%	2,855	$49,965
Move-Out	3,569	85%	3,034	$53,089
Transfer Service	9,800	95%	9,310	$162,925
Inspection	761	0%	761	$0
Leak Check	83	0%	83	$0
Lock-Offs	2,217	0%	2,217	$0
Reconnect	1,839	0%	1,839	$0
High Consumption	2,293	45%	1,032	$18.057
Low Consumption	977	-10%	1,075	($1,710)
Other	n/a	n/a	n/a	n/a
			Total Annual Order Reduction Benefits	**$119,402**

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Order Type	Existing # of orders annually	AMI % Reduction / Impact	Estimated Annual # of Orders reduction	Estimated Annual Savings with AMI at $17.50 per order

Remote Valves have an impact to field visits for turn-on/turn-off type operations and therefore Table 4-3 on the following page shows the reduction in visits and associated savings provided for installing Remote Values.

Table 4-3 Order Metric and Impact Assessment WITH Remote Valves

Order Type	Existing # of orders annually	AMI % Reduction / Impact	Estimated Annual # of Orders reduction	Estimated Annual Savings with AMI at $17.50 per order
Move-In	3,359	92%	3.90	$54,080
Move-Out	3,569	92%	3,283	$57,461
Transfer Service	9,800	95%	9,310	$162,925
Inspection	761	0%	761	$0
Leak Check	83	0%	83	$0
Lock-Offs	2,217	92%	2040	$35,694
Reconnect	1,839	92%	1,692	$29,608
High Consumption	2,293	45%	1,032	$18.057
Low Consumption	977	-10%	1,075	($1,710)
Other	n/a	n/a	n/a	n/a
			Total Annual Order Reduction Benefits	**$193,190**

4.4 Customer Service Operations & Revenue

With implementation of AMI, the Customer Service Call Center personnel will have new tools and data to engage the customer and answer questions concerning the status of the bill, high consumption as well as identifying billing and usage to a specific day. In particular, staff will be able to address concerns for high bills with information of hourly usage that can indicate usage patterns the customer can use to manage their consumption and ultimately their bill. This increases customer satisfaction and provides the City an opportunity to improve customer self-service in timeliness and accuracy. Additionally, enhancing the customer Web Portal to present customers' hourly usage can be very effective in communicating with customers and readily providing the data obtained with AMI. As more customers sign up and utilize the Web Portal self-services, calls to the City will be reduced. The Portal can also be reconfigured for receiving payments in a user-friendly format.

The process for investigating complaints of high bills by customers is a multistep process, which includes City staff gathering information about the requested investigations, scheduling and dispatching field operators to

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perform the investigations, gathering data (e.g., data logging), reporting back, and analyzing how to resolve the issue. With an AMI system, it is expected that this process will be managed in a more automated and streamlined manner, creating operational efficiencies as well as greater clarity for customers.

AMI will bring more efficient business processes to bad debt and collections efforts by field personnel to increase billed revenue. With the implementation of remote shut offs, fewer trips would have to be made for non-payment cut-offs of water and for cutting on water when bills are paid. More staff time can be allocated for investigating illegal water usage and meter tampering issues.

In some instances, high bills result in bad debt. An AMI system provides the opportunity to identify customer-side leaks and abnormal consumption that create a situation for a customer to avoid paying and could reduce high bill complaints with proactive notifications. AMI can also identify potential leaks and has been shown to greatly reduce a utilities leak forgiveness loss. Leak adjustments could be reduced as a result of implementing AMI.

AMI is anticipated to increase call time to assist customers in understanding the data. The increased call time was not considered in the financial model as it was determined to be balanced by the reductions in calls over time.

4.4.1 *Customer Portal*

Customer portals with self-service features and functionality are increasingly a focus for many utilities to improve customer engagement and efficiency. The focus on customer experience (CX) is explicitly stated most often in the utilities' goals, followed by vision/mission and value statements. The following factors are frequently cited from utilities that developed a formal CX business case:

- Reduced contact center volume
- Decreased cost to serve customers
- Increased participation in customer service programs
- Increased first-contact resolution rates
- Increased customer adoption of self-service channels
- Lower operating costs
- Improved customer satisfaction score

Ensuring a seamless customer experience typically is considered for residential customers; however, many utilities have expanded CX efforts to include commercial and industrial customers. The City will need to successfully cascade the importance of CX throughout their organizations to managers and employees. To increase self-service adoption rates for ePortals, customer awareness communication campaigns are often deployed. Clearly, many of the benefits and efficiencies documented in this assessment can be realized by fully utilizing AMI usage data.

AMI provides an opportunity to change or eliminate the leak adjustment policy to encourage customers to sign up for the Portal and get leak and high usage notifications before they result in abnormally high bills.

4.5 Impacts to Staffing

Implementation of AMI technology and reengineering business processes would impact and/or repurpose staff within several operational areas after full deployment. These impacts will be related to decisions made concerning the operation of the AMI system, installation of remote shut offs and strategy concerning network deployment and maintenance. Shifting workloads will also provide more time for value-add activities such as doing more maintenance or infrastructure repairs.

There is the potential for the reassignment of some specific duties of Field Technicians/Meter Readers. Some other examples of position reassignments would include retraining of personnel to operate and maintain the

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AMI system, mobile meter readers and staff handling meter re-reads, investigations, and customer move-in/move-out work orders being transitioned into technical positions involving AMI maintenance and troubleshooting, along with periodic inspection of meter services for illegal water usage, tampering, and obstruction. Additionally, some field and administrative staff can also be shifted to bad debt collection activities to increase billed revenue.

Due to the variables related to AMI purchase, deployment, architecture, and business process engineering, specifics of these changes are out of scope for this Assessment and should be reviewed and documented during the planning and deployment phase of an AMI system. This is discussed further in Section 9 of the report.

4.6 CIS Impacts

The City is currently using AUS Infinity v3 as the Customer information System (CIS). It has been recommended by AUS, that the City migrate to v4 to take advantage of increased functionality around meter data management and customer web portal capability. The City intends to move to v4 but is considering initiating that upgrade after the move to AMI. This may be necessitated by other Information Technology (IT) priorities and the availability of support personnel to implement the upgrade.

Because, in Chandler's situation, the move to AMI does not include meter or MIU installation/changeout, this might be an acceptable approach especially since the Neptune 360 head end will likely provide sufficient meter data management and customer consumption information for access by customer service representatives until v4 is available to provide that information to customers as well.

One additional impact of moving forward with AMI using v3 of the AUS CIS is that this will require two separate integrations between the AMI Head-End system and the CIS. During the AMI project, the integration would be done to v3, but during the CIS upgrade, it would be necessary to integrate v4 to the AMI system.

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5 Distribution Operations Process Analysis

Similar to Customer Service improvements, Automated Metering Infrastructure (AMI) has the capability to impact Distribution Operations. AMI will provide system-wide, time-stamped interval meter read data that can support distribution operations decisions. This type of data was not previously available through Automated Meter Reading (AMR). AMI will also provide an opportunity for the utility to standardize on communication through the AMI network umbrella, providing a secure platform for many distribution monitoring system communications.

The City's distribution operations affected by the implementation of an AMI project were discussed with the City stakeholders in a workshop. The analysis of the impacts assessed how an AMI system and the data can improve or impact the distribution operations for the City. The subsequent analysis assessed how an AMI system and the AMI data can optimize system operations. To ascertain AMI impacts, it was necessary to establish an understanding of the potential AMI environment, which established the following guidelines.

Distribution Operations: Guidelines

- The AMI communication umbrella can be used for future distribution operations, including:
  - Pressure management and monitoring
  - Distribution system water quality monitoring
  - Raw water supply water quality monitoring
  - Supply side resiliency
  - Leak detection
- Customer usage data can be time synced
- Each AMI meter records consumption in hourly intervals
- AMI would collect each meter's register reading and hourly interval data daily
- Data supplied from a meter data management system or other analytic software can supply usage data to the distribution system modeling software

Workshops conducted with City operations staff focused on areas of water distribution operations and discussed potential impacts from implementing AMI. Specifically, the following distribution operations were identified, and impacts discussed:

Distribution Operations: Key Impacts

- Pressure Management
  - Pressure and backflow analysis through AMI meters that are enabled with real-time alerts and time-series measurement data
  - Flexibility in the deployment and use of more extensive pressure monitoring through the AMI communications network
  - Optimization of daily water pumping and hydraulic grade lines to modulate pressure more appropriately through the system
- System Modeling and Planning
  - Use of time-synchronized consumption data to calibrate and refine distribution model and system planning
  - Understand diurnal usage patterns for large use customers that impact supply and demand in the system
  - Water quality management capabilities provide flexibility in the deployment and use of water quality monitoring and system management through the AMI communications network

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- System Leak Detection, e.g., water losses and loss analysis
  - Support for reporting of water loss identification and reduction to avoid potential regulatory requirement violations and associated monetary fines in the future
  - Water balancing and zone leakage analysis through time-synchronized consumption data, which enables daily comparisons between flows recorded through City meters with the sum of the measurements from the revenue meters within each City meter's area
  - For any time period, a significant difference between the two quantities reveals leakage in the area (District Monitoring Zone)
  - Early detection of leakage in the distribution system with proactive monitoring leading to planned repair work versus reactive emergency repairs

5.1 Pressure Management

AMI can provide the benefit of allowing the City to place pressure-monitoring devices throughout the service territory. Leveraging the AMI communication network for monitoring allows the City to reduce the cost of separate communications and benefit from data collection and storage in a single analytic software package. Benefits of having additional pressure monitors in a distribution system include a reduction in pumping when additional pressure is not needed or the identification of areas where reducing pressure would prolong the life of system assets. Input from other utility clients of Excergy has estimated the cost of adding new pressure monitoring devices with traditional communication (telemetry) is between $30,000 and $40,000 with communications being a large portion of the cost. These same devices can utilize the AMI communication network at minimal additional cost and will enable the City to optimize operations with AMI-based pressure monitors. The AMI system will have the flexibility to allow the City to deploy a small quantity of monitors each year; increasing monitoring incrementally over time to optimize overall system performance and better understand pressure variations around the City.

The City can see cost reduction benefits from moving from a "timed" pressure management plan to a "smart pumping" pressure management plan, adjusting pressure and pumping as the system status changes. The following benefits are of interest for the City related to pressure management:

- Installation of additional pressure reducing valves for high pressure zones that can preserve the life of infrastructure (no direct monetary benefit identified for this study)
- Optimization of pump run times – reduced maintenance (no direct monetary benefit identified for this study)
- While a reduction in electric charges can be attributed to Smart Pumping (reduction can be conservatively estimated at 12%[2]), the study did not take any monetized benefit.

5.2 System Modeling and Planning

The use of time-synchronized consumption (hourly or 15-minute) interval data provided by AMI can be used to support and improve distribution system modeling. This data can be correlated to improve the accuracy of the model through a better understanding of diurnal demand patterns of customers. The distribution model can better depict dynamic water consumption and the distribution system response to those patterns. An improved distribution model helps the City gain a clearer picture of the water flow through the distribution system and understand system performance with a higher level of confidence. Having a more accurate baseline model helps the City to better identify future capital improvements and the results of these improvements on the system. This enhances the City's ability to make data-driven decisions for future project prioritization and planning.

[2] Industry has seen 30%

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Water quality monitoring within the distribution system helps to further support and improve distribution system modeling, along with provide real-time data for the Water Supply work unit to make decisions on operations and maintenance. AMI will provide flexibility in the deployment and use of water quality monitoring through the AMI communications network. This would allow for placement of water quality monitors throughout the service territory which could be re-located if needed without the need for telemetry connections.

5.3 System Leak Detection

5.3.1 *Water Losses and Loss Analysis*

AMI improves the accuracy and reporting for unaccounted water. A more accurate accounting of water into and out of the system can be obtained through the use of time stamped meter data. Additionally, Distribution Management Areas (DMA) are highly beneficial to analyzing water loss in specific areas. Because AMI provides the detailed time stamped consumption data, the combination of zone metering can provide insight into water loss in the DMAs.

The City currently has DMAs in the system but is interested in furthering the ability to analyze water losses within these DMAs using AMI data as an improvement to the distribution management strategy moving forward. AMI will provide critical support to the City in this effort.

Water audits performed by the City have identified unaccounted water to be in ~5% to 6%, which is very good. Unaccounted water losses are hard to identify without daily consumption data and DMAs. AMI can improve the accuracy of water loss calculations through comparisons of production data and time-synchronized consumption data from the meters. Using time-synchronized data, the City could be able to see additional benefit to identification of water losses through potential leaks in the system with AMI data, however the study did not monetize this due to the current low percentage of losses.

5.4 Recommendations for Distribution Operations

The implementation of AMI supplies the City with time-stamped interval data and a network communication system umbrella that provides benefits to the distribution operations as discussed above. Distribution system optimization based on AMI data will most likely take time and changes in business and operational procedures. Although the City would need time and manpower to fully comprehend the data output and plan for optimization, the City can recognize some cost benefits early in the implementation. In summary, cost benefits considered in the AMI financial model included the following:

- Reduction in electricity costs through pumping optimization
- Reduction in the loss of revenue from water leaked out of the system
- Reduction in staff overtime spent on unplanned and emergency water main breaks

It is also a benefit to the City to utilize the AMI communications network umbrella for deploying water quality monitoring devices on City water supplies and within the distribution system. Furthermore, water quality monitoring within the distribution system can help to reduce customer complaints and improve planning for infrastructure replacement projects. Water quality and flow monitoring within the system may also assist in initiating a flushing program to improve water quality. The City could pinpoint areas that could benefit from flushing due to lack of flow or identified water quality issues and focus on those areas. These benefits were not directly quantified in the financial model.

With the implementation of AMI, collecting and using data to make informed decisions about the distribution system to the maximum extent possible will be important to leveraging AMI's full benefits.

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6 Information Technology Impacts

This section provides a review of the Information Technology (IT) components that are typical of an Advanced Metering Infrastructure (AMI) implementation. Workshops with City staff on the current IT systems in place and potential IT configurations with AMI were conducted as part of this Study to assess and determine necessary modifications for effective integration to achieve the benefits of AMI.

AMI systems require more integration with other IT systems than Automated Meter Reading (AMR) technology. AMI systems require software to automate the capture the readings from the network and process read determinants to the Customer Information System (CIS), either directly or through a Meter Data Management System (MDMS).

City of Chandler IT supports projects for the City in development, integration and systems. The City IT department can use virtual server configurations. AMI systems that support virtual servers would fit this strategy best; however separate servers can be supported, if needed. Most Chandler systems are maintained on premise, but on a case-by-case basis when cost and security considerations are addressed, they will allow cloud services.

6.1 AMI HES Considerations

The City AMI HES is Neptune Nsight v5.6. Once the City completes its conversion, outside of the AMI project, to all Neptune meters with MIUs, the plan is to migrate to Neptune 360. Neptune 360 will fully support complete AMI functionality, including data storage and presentment.

6.2 CIS Considerations

The City CIS is Harris Infinity from AUS. The current version 3 addresses all of the basic CIS functionality and includes meter asset management, service order capability as well as a basic customer portal through Infinity Link. The City is planning on moving to Infinity v4 and originally planned to make this transition prior to AMI as v4 provides added functionality around AMI for meter exchanges, a Meter Data Management system and improved customer portal functionality including the opportunity for customers to view AMI interval data. Because of resource constraints within IT, the City is reconsidering whether it might be best to move to AMI prior to the conversion to v4. Because, in Chandler's situation, the move to AMI does not include meter or MIU installation/changeout, this might be an acceptable approach especially since the Neptune 360 head end will likely provide sufficient meter data management and customer consumption information for access by customer service representatives until v4 is available. This would allow time for the City to become comfortable with the data received prior to rolling it out to customers.

One additional consideration relates to integration. If the City was to choose to move forward with AMI ahead of the v4 upgrade, it would require integration between the AMI Head-End system and v3. This integration would need to be redone as part of the CIS upgrade to v4.

6.3 Integration Considerations

AMI requires extensive integration between the software of the AMI (AMI Headend and MDMS), and integration with the CIS. Additionally, the Customer Portal is often integrated to the CIS, or is provided refreshed data from the CIS as often as needed to provide the customer data for the prescribed AMI benefits. The AMI Headend captures the raw read data from the meters and AMI network. The MDMS receives the raw data from the AMI and performs data quality validation and editing and estimating to the read data to provide the CIS with billing determinants for the account for the billing cycle.

There will also be an integration between the MDMS or Analysis software to provide data to the water modeling software, InfoWorks.

Figure 6-1 shows the proposed AMI system integration diagram.

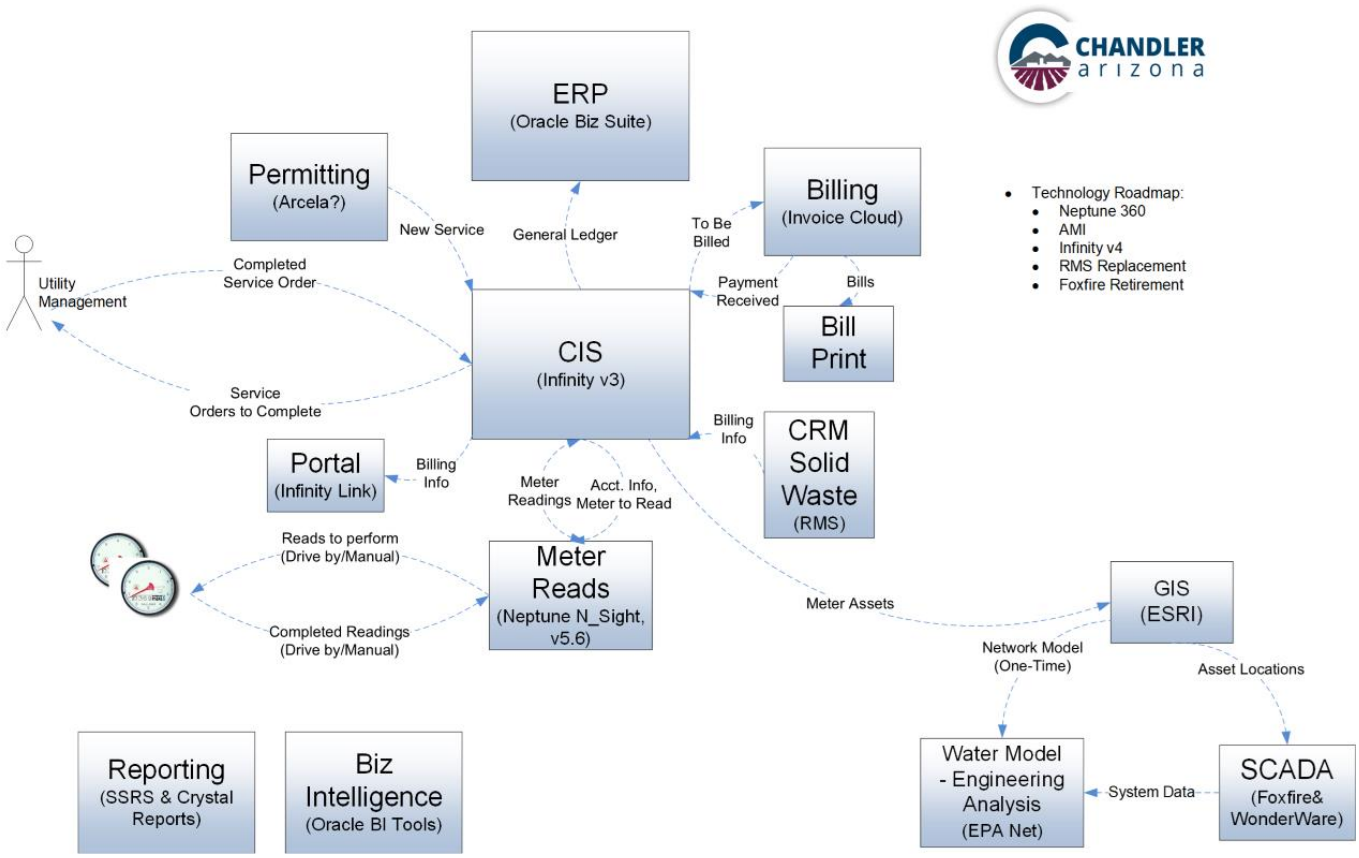

Figure 6-1 AMI System Integration

7 AMI Alternatives

Based on the City's experience with Automated Meter Reading (AMR), as well as business process and Information Technology (IT) considerations, a set of Automated Meter Infrastructure (AMI) alternatives were developed. Additionally, several other implementation factors were considered in developing the alternatives, which include the following:

Strategy Considerations:

- Hosted or owned software solution – e.g., Software as a Service [SaaS] and/or Network as a Service [NaaS]
- Project Management – City will seek a vendor turnkey solution for network installation
- Use of remote-valves is considered in one scenario – installation of valves on high-visit services to provide the most effective return on the additional costs
- Staying with the use of Neptune meters alleviating the need for any meter replacement during this project
- Benefits of AMI over AMR with some other form of customer consumption notification – does AMI provide enough benefit for the added costs?

7.1 Network Replacement Only

The City's Neptune AMR system and meters require only the installation of a fixed based network in order to achieve the benefits of AMI. As such, no meter or MIU replacement was included in the scope nor cost of the project. Any necessary meter and/or MIU replacements necessary to assure the entire meter population is convertible to Neptune AMI has been included as part of an already approved Capital Improvement Project that will be completed ahead of the AMI project.

7.1.1 *Network Analysis*

Neptune previously performed a propagation analysis for the Chandler area that included a higher elevation set of towers that would lower the overall number of collectors necessary. However, the City is interested in using current assets including light poles and traffic signals at a lower elevation for placement of network collection devices.

Neptune was requested as part of this analysis to perform a new propagation analysis using the following guidelines:

- Collectors: Best location available
  - Assume 20' height maximum
  - Assume any location is available (street lights)
  - City is not providing any "best" assets – all "found" locations
- Read success rate
  - 24 hours – 95% min
  - 72 hours – 98.5% min for billable read
- Meters: (account list with locations and/or addresses)
  - Assume all accounts are to be read by collectors
  - Assume all accounts are v4 R900i (100mW AMR/1W AMI transmission)
  - Assume all accounts are through the lid mount with composite meter lids

This propagation analysis identified the need for 141 collectors to be installed at identified locations throughout the service territory. Costs per collector ($15,000 per collector), including installation ($15,000 per installation) were also provided and used in the cost analysis for the Assessment.

7.2 Alternative Scenarios

Based on the City's current state and strategic thinking on how much of the AMI technology can or should be deployed at the City, a set of AMI alternatives were developed. An obvious alternative is to consider moving from the current AMR technology to AMI. However, there were subsequent considerations as to how many of the advanced features of AMI, such as remote valves and distribution operations monitoring capability should be included for consideration. To address the "ends of the scale", the City requested that an assessment be performed with both basic AMI functionality as well as the more advanced AMI functionality.

To further develop the advanced AMI scenario option, consideration was given to the high incidence of trips for move-in/out requests and other customer needs that require a truck roll for operation of the shut-off valve for the service. As part of the vision strategy documented in Section 3, it was determined that an analysis of savings and return-on-investment (ROI) for installation of meters or 3rd party devices that can remotely control the service water flow should be considered. A population of 4,000 meters was set to determine the efficacy of these devices for reduced effort and overall savings, including green-house gases (GHG), fuel, labor, and overall customer service.

One of the main drivers for the project is to provide customers with consumption data. Although possibly not ideal, there are solutions (e.g., Flume) that could work with the existing AMR system to provide this information to customers for their use. As such, this alternative was considered as an option.

While there is a general level of parity for the various AMI systems in regard to basic functions, there is a level of differentiation of functionality and costs that the City desired to be analyzed. Thus, based on the City's organizational and strategic needs, as well as the process analysis and the associated benefits considerations from other tasks in the AMI feasibility study, three alternatives were developed for further analysis and consideration through financial modeling, which are as follows:

AMI System Alternatives

- Alternative 1 – Basic AMI to replace current AMR System:
- This alternative analyzes installation of a fixed network to move the system from using AMR to using an AMI system.
- One caveat in this alternative is an evaluation of the timing of the move from AMR to AMI both prior to a CIS upgrade and after a CIS upgrade.
- Alternative 2 – Full functionality AMI, including Distribution Operations endpoints and targeted remote disconnect valved meters:
- This alternative provides an analysis of the City deploying a full-featured AMI system that includes Distribution Operations endpoints for Pressure Management, Water Quality Monitoring, etc. as well as a population of 4000 targeted remote disconnect meters in specific locations of need (e.g., services that have frequent, one to two times a year, visits for meter on/off activities).
- This alternative also includes the evaluation of the timing of the move from AMR to AMI both prior to a CIS upgrade and after a CIS upgrade.
- Alternative 3 – Maintain AMR, but consider an alternative (e.g., Flume) to provide usage information to customers:
- This alternative analyzes the other end of the spectrum by of not deploying AMI functionality, but continuing to read meters using an AMR system and looking at other technology alternatives such as Flume to provide usage data to customers similar to what AMI provides.

7.2.1 *Alternative 1 – Basic AMI to Replace Current AMR System*

Alternative 1 would implement an AMI solution. The model will reflect SaaS with the City maintaining the communications network. The approach would include a network of devices deployed in the field after initial system design and development. The following are key considerations for this alternative:

- Network Installation using Neptune/Core & Main
- The network deployment will be performed on a route-by-route basis including the installation vendor resources and project controls
- Vendor provides SaaS – whereby AMI Headend System (HES) is hosted at the vendor off-site location and the read data is provided to the City for billing and customer service queries
- Based upon costs of system equipment and deployment provided by Neptune
- No Remote Devices are assumed for remote shut-off

The timeline for this effort would be as follows:

- Planning/Preparation: 1 – 2 months
- System installation and integration: 4 – 6 months
- Initial functional testing: 1 – 2 months
- IDA testing: 2 months
- Installation of the remainder of collectors: 4 – 6 months
- Total Time from Start to Finish: 12 – 18 months

7.2.2 *Alternative 2 – Full Functionality AMI with Distribution Operations Endpoints & Targeted Remote Disconnect Valved Meters*

Alternative 2 would implement a fully capable AMI solution. The model will reflect SaaS with the City maintaining the communications network. The approach would include a network of devices deployed in the field including initial system design and development.

This alternative incorporates the installation of Remote Values on estimated 4,000 services. These services are the ones that have had shut-offs of more than two times per year – total of four trips. This is a good data point on which to achieve beneficial savings to offset additional costs of the remote valve service.

Additionally, this alternative incorporates the installation of a sample of Distribution Operations endpoints to support system monitoring.

The following are key considerations for this alternative:

- Network Installation using Neptune/Core & Main
- The network deployment will be performed on a route-by-route basis including the installation vendor resources and project controls
- Vendor provides SaaS – whereby AMI Headend system (HES) is hosted at the vendor off-site location and the read data is provided to the City for billing and customer service queries
- Based upon costs of system equipment and deployment provided by Neptune
- Installation of Remote Devices for remote shut-off on ~4,000 services
    - It is assumed these meters may be solid-state meters
    - Installation of Distribution Operations endpoints for monitoring at a small sample of locations.

The timeline for this effort would be as follows:

- Planning/Preparation: 2 – 3 months
- System installation and integration: 4 – 6 months
- Initial functional testing: 2 months
- IDA testing: 2 – 3 months
- Installation of the remainder of collectors: 4 – 6 months
- Installation of the remainder of remote valves and monitors: 5 – 7 months (directly following collector installation in a particular area)
- Total Time from Start to Finish: 15 – 21 months

7.2.3 *Alternative 3 – Maintain AMR, but Consider an Alternative (e.g., Flume) to Provide Usage Information to the Customer and the Utility*

Because the City already has a fully functional AMR system today, the alternative evaluates simply maintaining that system and promoting the opportunity for customers to track their consumption through use of a third-party device, such as Flume. Customers would need to pay for these devices themselves at a likely cost between $150 - $200, but the City is considering possible rebates based on the identification of leaks or some other basis. Such rebates were not considered as part of the cost summary.

The following are key considerations for this alternative:

- No Communication Network to install – will use AMR MIU's
- If desired, the City can convert the Neptune MIUs from drive-by to Fixed RF in future
- The City will need to maintain current drive-by meter reading software

The timeline for this effort would be as follows:

- Planning/Preparation: 1 – 2 months
- Implementation of Marketing Campaign: 3 – 6 months
- Total Time from Start to Finish: 4 – 8 months

All alternatives assume an applicable technology implementation that includes infrastructure improvements, IT enhancements, business process changes, and a package of customer and community benefits.

The economic analysis presented in Section 8 includes capital costs, Operations and Maintenance (O&M) costs, and benefits analysis for each alternative.

8 Economic and Financial Analysis

This section provides an overview of the approach used for the Financial Analysis as well as a summary of the results. Inputs for the model were gathered from multiple sources, including the original data request and conversations with the City staff. The analysis in this section provides snapshots of the current model.

8.1 AMI Financial Impacts

Developing the financial model for the AMI feasibility study at the City requires reviewing strategic areas on which to develop benefits and costs. These are:

- Network Propagation Analysis to develop parameters for Network Installation
- Alternatives for Benefit Analysis (Indirect economic benefits)
- Look at improved cash flow with faster billing
- Reduction of truck rolls
- Leak adjustments versus lost revenue
- Installing 4,000 Remote Valve meters

8.2 Financial Model Design

The financial model used a conservative approach and is presented in a 10-year analysis. Appendix B includes the detailed capital cost estimates for the different AMI systems and configurations as well other inputs to the model.

The model has two main benefit categories, which are classified as direct, and indirect benefits which represent realistic expectations based upon City metrics and industry norms. Direct benefits are associated with a directly measured economic benefit such as those related to labor cost or fuel cost.

Indirect benefits include all other non-economic benefits that are not initially measurable, but nonetheless have some real value over the course of the project. These include items such as improved customer satisfaction through web-enabled services.

The financial modeling monetizes all benefits but separates the various categories. The savings created by AMI for the City are evaluated in terms of how the system can change the current baseline of work and provide operational efficiencies to reduce costs. Operational savings in meter reading and field service that were identified through the workshops are incorporated.

The model includes the following:

Model Design: Program Implementation Costs (One Time Capital Costs)

- Network devices to be installed for AMI
- Meter pit and lids adjustments to allow AMI RF signal to penetrate the box, for remaining few boxes that have metal lids
- Professional services for project
- IT systems and integrations

Model Design: Operational Costs (On-Going Costs)

- Software as a Service (SaaS)
- AMI support personnel
- On-going maintenance and support of devices

Model Design: Direct Benefits captured in the model

- Reduction on Meter Reading costs: software; vehicle fuel and lease
- Reduction is Service Orders and associated truck-rolls
- Reduction in billing audit processes

Model Design: Monetized Indirect Benefits captured in the model

- Customer satisfaction at a rate of $.05 per meter per month - ~$4,000/year
- Carbon credits - Greenhouse Gas reduction by reduction of truck rolls - ~$1,308/year

Model Design: Non-Monetized Indirect Benefits

- Potential reduction in insurance by reduction in miles driven and field accidents
- Reduction in billing audit processes
- Shortened read-to-billing timeframe by 3 days
- Reduced calls to Call center
- Reduction in Bad debt and leak forgiveness
- Reduction in electrical charges through Smart Pumping
- Reduction in unaccounted for water Distribution Leaks through system analysis
- Reduction in Overtime for emergency breaks through proactive analysis

Model Outputs: The model calculates

- Multi-year parameters
- Cost and savings impact (through percentages reductions translated to dollars)
- Cash flow
- Depreciation/residual values
- Net present value (NPV)/Internal Rate of Return (IRR)

8.3 Program Implementation Cost

The total capital cost for each alternative includes network devices, software, installation services, professional services, and ancillary equipment required for end-to-end implementation. These cost estimates based on input from Neptune and experience with similar utilities and vendor organizations in this market space.

8.4 AMI Operations and Maintenance Cost

In addition to the project implementation/capital costs described above, there will also be ongoing O&M costs for operating the system over the 10-year analysis that must be considered.

8.5 Direct Program Benefits

Table 8-1 summarizes the benefits assumed with an AMI project as discussed in Sections 5 and 6 for each of the alternatives. This table is extracted from the model and provides a 10-year view. See Appendix A for additional details.

Table 8-1 Project Direct Benefit Savings over 10-Year Analysis Period

Benefit Comparison (Ten Years Cumulative)			
	Alternative 1: Basic AMI System	Alternative 2: Advanced AMI with 4000 remote valves	Alternative 3: Maintain AMR
Direct Benefits			
Meter Reading	$990,131	$990,131	$0
Meter Operations	$1,634,851	$2,528,540	$16,483
Billing	$0	$0	$0
Call Center	$0	$0	$0
Credit & Collections	$0	$0	$0
Distribution Operations	$0	$0	$0
Revenue Protection	$143,750	$143,750	$28,750
Total Benefit	**$2,768,731**	**$3,662,421**	**$45,233**

8.6 Indirect Program Benefits

Indirect benefits include all other non-economic benefits that are not initially measurable, but nonetheless have real value over the course of the project. These include items related to triple bottom line benefits and costs, e.g., environmental, social, and economic impacts. The financial model monetizes indirect benefits but separates them to provide a transparent view of the approach to the benefits analysis used in the recommendation. Table 8-2 summarizes the savings for indirect benefits for each impacted area.

Table 8-2 Indirect Benefit Savings over 10-Year Analysis Period

Benefit Comparison (Ten Years Cumulative)			
	Alternative 1: Basic AMI System	Alternative 2: Advanced AMI with 4000 remote valves	Alternative 3: Maintain AMR
Indirect Benefits			
Improved Customer Satisfaction	$48,730	$58,476	$0
Carbon Emissions	$9,849	$15,233	$99
Total Benefit	**$58,579**	**$73,709**	**$99**

The City can anticipate certain benefits that do not present readily measurable direct economic benefits with the implementation of AMI. These indirect benefits provide intangible benefits that improve operational efficiency, internal employee satisfaction, customer satisfaction through web-enabled services and/or societal benefits to the community. For example, environmental savings result from the reduction in vehicle

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usage; there is a corresponding reduction in greenhouse gas emissions with fewer miles driven. Better leak management reduces the demand for electricity usage for water treatment, resulting in lower power consumption, further reducing the City's carbon footprint.

Industry norms were used to evaluate the potential impact from the indirect benefits the City could realize from an AMI implementation. The benefits included in the model are listed below:

- Environmental Impacts
  - Carbon offset value reduction can be calculated for the forecasted reduction in the City's operations (i.e., carbon footprint due to elimination of utility vehicles due to impacts to meter reading, meter operations, etc.). This could result in a reduction in carbon credit purchases in the future.
  - 2020 Carbon Credit = $20 / Metric Ton of CO2
  - Carbon impacts
  - Without Remote: 4,549 miles eliminated removing 40 metric tons of CO2 = $809 annual CO2 credit
  - With Remote: 7,360 miles eliminated removing 65 metric tons of CO2 = $1,308 annual CO2 credit
  - Indirect benefits include:
    - Greenhouse gas reduction through LEED Program, fewer vehicles and less truck mileage
    - Near-time water use data to promote conservation efforts
    - Enhanced non-revenue water calculations and audit capability
    - Proactive demand management, drought management and water conservation
    - Supports responsible battery disposal and related risk mitigation
- Social Impacts
  - The ability to deliver more frequent and granular usage information to customers, while enabling them to use self-service functions to resolve potential issues has been documented by the Department of Energy to add real value to consumers and communities
  - Perceived value of the City's ability to develop a culture of creating transparency, improving communication, maintaining reliability will build confidence with internal and external shareholders
  - Customer satisfaction = # of meters deployed x monthly benefit per meter
  - The projected value to the City's customers was established to be $.05 per meter per month
  - Indirect benefits include:
    - Communities benefit from planned reductions to air pollution
    - Overall enhanced customer service including proactive service to reduce high bills, and first call resolution potential
    - Increased customer goodwill via access to better information to inform consumption of resources
    - Safety – morale (soft); hard benefits (Society) – reduced field services injuries
    - Proactive maintenance (car sinking on Wendover Ave)
    - Potential rate design clarity concerning cost of service base on improved data
- Economic Impacts
  - Indirect benefits include:
    - Employee morale can drive operational efficiency
    - Less employee visibility in the field can drive operational efficiency
    - Full field audit of connections, accounts and meters (data clean-up)

8.7 Overall Financial Model

By bringing together all elements of the feasibility financial model (direct, and indirect benefits, operating expenses, and capital expenses), the resulting financial information shown in Table 8-3 summarizes the

Table 8-3 10-Year Summary of Three Strategies

Ten-Year Summary Table			
	Alternative 1: Basic AMI System	**Alternative 2: Advanced AMI with 4000 remote valves**	**Alternative 3: Maintain AMR**
10-Year Cumulative Direct Benefits	$2,768,731	$3,662,421	$45,233
10-Year Cumulative Indirect Benefits	$58,579	$73,709	$99
10-Year Cumulative OpEx	$3,997,155	$3,997,155	$708,488
10-Year Cumulative CapEx	$5,282,600	$6,172,600	$9,500
Net Present Value (All Benefits)	($1,607,645)	($969,838)	($550,150)

results of the analysis for the four alternatives.

The Excergy team believes that the CapEx, OpEx and benefits assumptions are conservative and leave room for cost improvement and benefit enhancement. While there is some subjectivity involved with the monetization of indirect benefits, there is also little doubt that the project would enable improvement and modernization of the utility operations.

Table A-2 in Appendix A documents detail concerning CapEx and OpEx costs for each alternative. Tables 8-4, 8-5, 8-6 documented below provide Pro Proforma Financial detail from the Study's financial model for each of the alternatives:

Table 8-4 Alternative 1, Basic AMI Pro-Forma

Alternative 1 - Basic AMI

Pro Forma Financials	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	10 Year Totals
Direct Benefits	$102	$210	$216	$222	$228	$235	$241	$248	$255	$263	$270	$278	**$2,769**
Indirect Benefits	$2	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5	$5	**$59**
Total Benefits	$105	$215	$221	$227	$233	$240	$247	$253	$260	$268	$275	$283	**$2,827**
OpEx	$256	$262	$333	$339	$345	$352	$358	$408	$416	$378	$385	$166	**$3,997**
Net Income	($152)	($47)	($113)	($112)	($112)	($112)	($111)	($154)	($155)	($110)	($109)	$117	**($1,170)**
CapEx	$2,641	$2,641	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$5,283**
Cash Flow	($2,529)	($2,160)	$416	$416	$416	$417	$417	$374	$373	$418	$155	$117	**($1,170)**
Cum Cash Flow	($2,529)	($4,689)	($4,273)	($3,857)	($3,441)	($3,024)	($2,607)	($2,233)	($1,860)	($1,442)	($1,287)	($1,170)	**($32,413)**

Financial Metrics	10-Year
NPV	($1,608)

All values in $1,000 dollars

Table 8-5 Alternative 2, Advanced AMI Pro-Forma

Alternative 2 - Advanced AMI

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	**10 Year Totals**
Pro Forma Financials													
Direct Benefits	$135	$277	$285	$293	$302	$310	$319	$329	$338	$348	$358	$368	**$3,662**
Indirect Benefits	$3	$6	$6	$6	$6	$6	$6	$6	$7	$7	$7	$7	**$74**
Total Benefits	$138	$283	$291	$300	$308	$317	$326	$335	$345	$354	$364	$375	**$3,736**
OpEx	$256	$262	$333	$339	$345	$352	$358	$408	$416	$378	$385	$166	**$3,997**
Net Income	($118)	$21	($42)	($40)	($37)	($35)	($32)	($73)	($71)	($23)	($20)	$209	**($261)**
CapEx	$3,086	$3,086	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$6,173**
Cash Flow	($2,896)	($2,448)	$575	$578	$580	$583	$585	$545	$546	$594	$289	$209	**($261)**
Cum Cash Flow	($2,896)	($5,344)	($4,768)	($4,191)	($3,611)	($3,028)	($2,443)	($1,898)	($1,352)	($758)	($470)	($261)	**($31,021)**

Financial Metrics	10-Year
NPV	($970)

All values in $1,000 dollars

Table 8-6 Alternative 3, Maintain AMR Pro-Forma

Alternative 3 - Maintain AMR

Pro Forma Financials	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	10 Year Totals
Direct Benefits	$2	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	**$45**
Indirect Benefits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
Total Benefits	$2	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	$4	**$45**
OpEx	$34	$34	$68	$69	$70	$71	$71	$72	$73	$73	$74	$0	**$708**
Net Income	($32)	($30)	($65)	($65)	($66)	($67)	($67)	($68)	($69)	($69)	($70)	$4	**($663)**
CapEx	$5	$5	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$10**
Cash Flow	($36)	($34)	($64)	($64)	($65)	($66)	($66)	($67)	($68)	($68)	($69)	$4	**($663)**
Cum Cash Flow	($36)	($70)	($134)	($198)	($263)	($329)	($395)	($462)	($530)	($598)	($667)	($663)	**($4,343)**

Financial Metrics	10-Year
NPV	($550)

All values in $1,000 dollars

8.8 Conclusions

None of the three alternatives offer a positive Net Present Value and are fairly close in total value. As such, all three options are viable for the City. The pros and cons of each are summarized below:

8.8.1 *Alternative One Pros and Cons*

The pros of this alternative are that you achieve many of the benefits sought in implementing an AMI cost for the least cost in the quickest time. Specifically,

- Customers will be able to proactively identify, and hopefully address their own leaks,
- The utility will be able to identify meter maintenance issues based on receipt of read information,
- Customers may have access to consumption and billing data online (see Sec. 1.3.4 below concerning CIS version relative to this benefit)
- Ability to easily retrieve interval usage data and for customers and City Staff to see usage patterns together
- The cons of this alternative are the costs associated with the installation of a fixed network compared to maintaining the current AMR system and the reduced financial benefits from not having a more robust AMI system capable of providing more information to the utility and customers.

8.8.2 *Alternative Two Pros and Cons*

The pros of this alternative Include all those stated above under Alternative One, but also include the following:

- Ability to remotely disconnect/reconnect meters for non-payment or in a move-in/move-out, avoiding previously necessary truck rolls,
- The availability of distribution system information on line pressure, temperature and other parameters that can improve overall function and useful life of the system components.
- In addition to the cons described above in Alternative One, there are operational concerns as to whether there is clearance in meter pits to be able to install remote valves effectively. Relative to distribution operations monitors, it is difficult to quantify the value of the information provided and it may be necessary to install many more monitors at an added cost to fully realize the benefits of the monitoring effort.

8.8.3 *Alternative Three Pros and Cons*

The pros of this alternative are centered on the fact that the City would not be responsible for the capital cost or maintenance of a new AMI system. Interested customers would still be able to see consumption and possible leak conditions and take appropriate actions to resolve them, providing a customer service to them and conserving water resources.

The cons of this alternative are that you lose out on most all of the pros described in Alternatives One and Two above:

- Only those customers that pay the money for a flow monitoring device will be able to proactively identify, and hopefully address, their own leaks,
- The utility will not be able to identify meter maintenance issues based on receipt of read information on an ongoing basis but only based on the once per month read,
- Customers will not have access to consumption and billing data online, and
- The City will not have the ability to easily retrieve interval usage data and view that data with customers to see usage patterns together.

9 Deployment and Implementation Planning

9.1 Introduction

The deployment and implementation planning presented in this section provides an analysis and recommendations to assist the City in planning for Advance Metering Infrastructure (AMI) deployment.

9.2 Key Areas of Consideration

AMI implementation involves several coordinated dimensions across technology, people, fluctuating workstreams and activities that need to be holistically managed to ensure successful transformation occurs on time and within budget. Astute implementation planning can mean the difference between a successful, well-accepted project and a poorly performing system. The integrity of the information created during AMI deployment is critical to employee and customer acceptance.

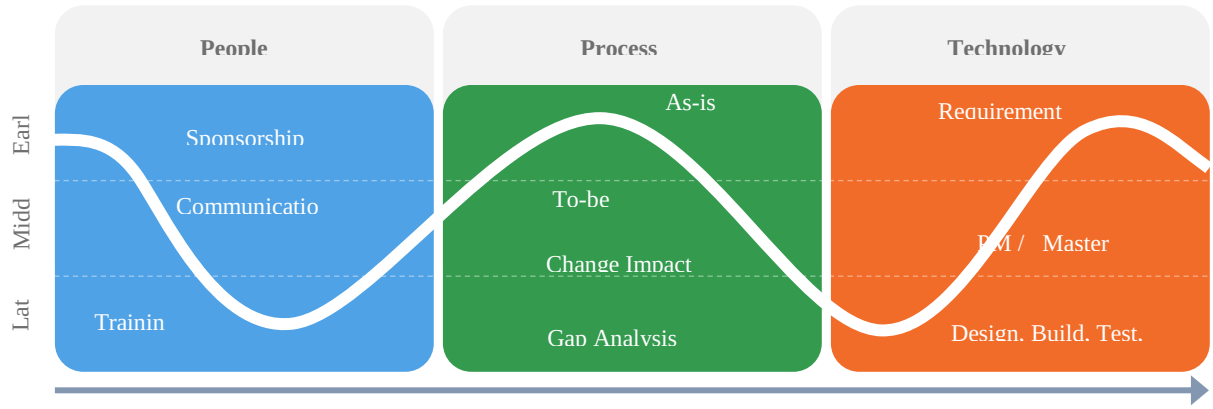

Figure 9-1 People, Process and Technology Working Together

Major elements of successful AMI implementation planning entail:

- A project schedule and management plan to govern contract management, field inspection, troubleshooting, data audit, and acceptance testing.
- A network deployment plan.
- An installation control system to ensure that data is captured correctly, and invoices are correct.
- An organizational change management plan with activities to prepare, manage and reinforce change impacts for all utility employees involved in installation, managing contractors, operating and maintaining the system, dealing with customers during installation, and using the system data.
- A meter reading transition plan to ensure all meters are read smoothly as routes are converted to AMI.
- A stakeholder engagement communications plan for internal employees and external customers, elected and appointed officials, and the general public.
- An IT integration plan covering key interfaces and initial applications.
- A quality management plan including quality assurance processes and quality control activities to guide the verification and acceptance of software, contractual obligations, services, and deliverables as individual components and as an overall solution.
- Operational transition action plans working with, human resources, and training plans to manage the transition of employees to ensure use and adoption of technology and new ways of working during and after the project. This operational transition also includes the specific analysis of the number of staff necessary to operate and maintain the AMI system and provide the necessary support to customers.

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Based on the adoption of a recommended alternative with a sound business case, the City should prepare an implementation plan. This should include a project schedule in the form of a Gantt chart that shows the key tasks and milestones for project procurement and deployment. This will help identify the points at which monetary and staffing commitments are required. The implementation plan is typically completed once a vendor is selected and the particulars of the system are known.

9.3 Decisions on Implementation

Several important decisions should be made prior to any AMI project implementation. These include:

- Use of a Consultant guide the City in an effective implementation process
- Defined Procurement Strategy: It is important that the core team endorses a clear and practical strategy, especially considering that this will be placed with an existing vendor apart from a competitive bid due to the advantages of using the incumbent system.

9.4 Implementation Considerations

AMI systems often interface with several IT systems within a utility, depending on what systems a utility has implemented or is considering. Typically, an AMI will interface with Customer Information System (CIS), Work Management System (WMS), Asset Management, and potentially SCADA for distribution benefits. An initial analysis of the current system impacts, and a high-level view of the future AMI solution are provided in Section 7.

Excergy recommends that the City develop an IT strategic roadmap that includes all IT systems and identifies all the interfaces across the City's enterprise architecture framework in place. The City needs to incorporate AMI into any strategic IT planning designs. For the procurement phase, it will be important to also identify the integration strategy and other relevant IT policies and standards to any prospective vendor and require assurances that the AMI is compatible with the City's environment.

Another important part of IT implementation planning is data management. AMI could inundate the City with data, and a data management plan must be developed to ensure proper data security and quality is maintained. This data management plan should identify the system of record and identify the process to capture (create), maintain (update, delete), and secure (backup and security processes) the data.

Meter operations is another area where AMI will have a large impact. The City must define and document the future process of installing the meters to ensure high-quality customer service and that they are commissioned properly in the AMI Headend system (HES) and the CIS. Each time the meter or Meter Interface Unit (MIU) is changed, a process to ensure proper data alignment must be in place to maintain data quality. The City will need to set up a user-friendly change-out process and limit manual entry to cut down on human error for future meter exchanges.

It is important that the City identifies and reviews all processes impacted by AMI. While this study addressed key customer service processes, meter services and high-level distribution system operational meter-to-cash processes, there are many more overlapping value chain core processes identified across PWC, PWU, and MUS functions that must be reviewed and modified, replaced, or eliminated to streamline and garner the benefits AMI promises.

Excergy recommends that the City define processes in concert with the data management design to ensure processes, people, and data are populated at the right time, by the right people, and in the right system.

Figure 9-2 Core Value Processes

9.5 Risk Assessment

An AMI project for the City represents a significant capital investment. A new metering system must deliver mission-critical information reliably. It must operate for over 20 years, during which circumstances (e.g., personnel, politics, economics, technology) can change. An AMI project would likely be high profile and impact a large number of stakeholders, including utility employees and customers. It would rely extensively on new technology and interfaces between information systems. The project would require the coordination of a number of key players: the AMI technology vendor; utility engineering, customer service, and IT staff; and possibly additional technology vendors or service providers (e.g., MDMS, CIS, customer portal).

AMI project risks fall into two broad but interrelated categories:

- **Technology risks** include obsolescence of the AMI equipment, premature battery failure, flaws in AMI project control software, excessive failure rates of system components, incursions into assigned radio frequencies, incompatibility with future meter registers or communication standards, inadequate performance of the system, insufficient safeguards to secure customer (and company) information, and loss or corruption of critical data.
- **Business risks** include instability of vendors, lack of employee buy-in, business case assumptions that change or fail to materialize, lack of ongoing system support and maintenance by the utility's staff or the vendors, increased tampering and theft of service, failure to adequately integrate the AMI system with other utility information systems, failure to change business processes to completely take advantage of the technology, failure to reduce staffing and other costs where the system enables it, lack of acceptance by customers, and increased issues caused by reduced visual inspection of customers' premises by City staff. Additionally, poor customer acceptance can be caused by failure to adequately address customer concerns such as health, safety, and privacy concerns, or higher bills due to meter change-outs.

Risk is the product of probability and impact. A high probability failure with a very low impact would carry little risk. A very low probability failure with a high impact may also carry little risk, but caution is advised in reaching such a conclusion since probability is often much more difficult to estimate than impact.

As part of the project planning phase, the specific risks of an AMI implementation that are applicable to the City should be further refined, their likelihood and potential impact assessed, and the potential to prevent or mitigate them evaluated.

Where significant risks exist, potential mitigation measures and contingency plans should be identified as appropriate, and those measures that are reasonably cost-effective in comparison to the mitigated risk should be implemented. The utility may develop preventive measures (e.g., go/no go decision points), mitigation (e.g., changes in the plan if aspects of it do not have the desired results), or decide to simply accept certain outcomes and their attendant cost or delay. Mitigation may be in the form of assignment to another party (e.g., the AMI vendor); but assignment of risk is not always effective, particularly if the assignee is unable to control the conditions that could lead to potential failure or if the risk is too great in comparison to the project benefits for the assignee.

An effective Risk Management Plan should identify risk mitigation measures. Risk mitigation measures include: soliciting expertise; building a thorough business case incorporating reasonable estimates of potential savings and costs (this study); involving all stakeholder groups; following a thorough and unbiased selection process; developing robust contracts and performance measures; providing appropriate safeguards to secure customer and company information through the data transmission process; establishing and maintaining schedules for visual inspections of meters and MIUs; implementing detailed project control procedures; and adopting comprehensive project management and communications plans.

Table 9-1 documents the identified risks and suggested mitigation strategies for the City to use in developing a successful project plan and implementation.

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Table 9-1 Technological and Business Risks Associated with AMI Deployment

Risk	Level of Risk	Level of Impact	Mitigation Strategy
Technological Risks			
Technical obsolescence	M	L	Require ongoing support in contract
Lack of standards, interoperability	H	H	Require guarantees of interoperability in RFP and contract.
Bugs or interface problems in application and third-party software	M	H	Design within integration strategy (i.e., use Enterprise Service Bus – ESB – or other integration strategy that provides the speed and functionality required for the requirements). Project gate: acceptance testing
Premature battery failures	L	H	Contract and warranty
Excessive failure rates; system failures, product recalls	L	H	Contract and warranty, including "make whole" provisions
RF incursion	L	L	Sufficiently strong network for unlicensed; Federal protection for licensed
"Future-ware;" untested products.	M	M	Due diligence; validation of verifiable functionality; warranties—particularly Remote Disconnect
Business Risks			
Long-term viability of vendors	L	M	Due diligence; strong software agreements
Lack of internal stakeholder buy-in	H	H	Generate success Organizational Change Management (OCM) and Communications planning
Lack of customer buy-in	H	H	Customer communications; Have questions in annual survey
Business case assumptions don't hold —too aggressive on benefits	L	H	Have a conservative, yet accurate business case
Delays in project deployment (often due to integration and CIS issues)	M	M/H	Due diligence in integration design, good project management, dedicated IT resources
Lack of ongoing system support and maintenance	L	M	Good process design; identify who is responsible for the system and data

Risk	Level of Risk	Level of Impact	Mitigation Strategy
Institutional capacity to manage the project	M	H	Identify resources needed; staff accordingly. ensure overlapping projects do not create conflicts; outsource project management
Failure to change processes, policies and practices	M	M/H	Effective communications plan and change management plan; Identify policy impacts and allow time to develop, promote and win approval of the changes
Impact of project impinges on the City capital plan and financial health	M	M	Build strong business case; delay or spread the project to fit within CIP prioritization
Labor relations problems with displacements and reclassifications or changes in job content	M	M	Address through HR; provide information and develop a strong change management plan.

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10 Acronyms

ALD - Acoustic leak detector

AMI - Advanced Metering Infrastructure

AMR - Automated Meter Reading

AWWA - American Water Works Association

BPL - Broadband over power line

CARL - Current Annual Real Losses

CBIS - Customer Information and Billing System

CDPD - Cellular digital packet data

CIS - Customer information system

CMMS - Computer Material Management System

CRO - Customer request orders

CSR - Customer service representative

CWP - Customer Web Portal

DCU - Data collector units

DMA - Distribution Metering Area

DSS - Digital Spread Spectrum

EAM - Enterprise Asset Management

ERP - Enterprise resource planning

ERT - Encoder Receiver Transmitters

Esri - Environmental Systems Research Institute

FRO - Field Read Order

FST - Field Service Technician

FTE - Full time employee

GHG - Green-house Gases

GIS - Geographic information system

GPRS - General packet radio service

HES - Headend system

HMI - Human-Machine Interface

ILI - Infrastructure Leakage Index

IP - Internet protocol

IRR - Internal Rate of Return

IT - Information technology

IWA - International Water Association

LAN - Local area network

LED - Light emitting diode

MDMS/MDM - Meter Data Management System

MDUS - Meter Data Unification and Synchronization

MHZ - Megahertz

MIU - Meter interface unit (See RTU)

MPLS - Multiprotocol label switching

MWO - Maintenance/Repair Work Order

Naas - Network as a Service

NPV - Net Present Value

NRW - Non-revenue water

O&M - Operations and Maintenance

ODW - Operational Data Warehouse

OLE - Object Link Embedded

OPC - OSIsoft Process Control

OT - Operations Technology

PD - Positive Displacement

RF - Radio frequency

RFP - Request for proposal

ROI - Return on investment

RTU - Remote Terminal Unit (See MIU)

RV - Remote Valve

SaaS - Software as a Service

SCADA - Supervisory Control and Data Acquisition

TBD - To be determined

UARL - Unavoidable Annual Real Losses

UHF - Ultra-high frequency

VDO - Vacancy Disconnect Order

VPN - Virtual private network

WAN - Wide area network

WMS - Work Management

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Appendix A. Summary Tables

Table A-1 provides values used in the model and source information for the values.

Table A-1 Business Case Model Source Data

Model Input	Value	Source	Note
Inflation Rate (Annual)	3%	Excergy	Current value
Discount Rate (Annual) for NPV	3%	Excergy	Normal value
Vehicle Maintenance & Fuel (annual)	Annual Vehicle Maintenance $6,048.35 Annual Fuel Spend $18,739.49	Data Request	
Neptune Annual Maintenance Cost/License. Tools etc.,	$66,523	Data Request	
Customer Satisfaction	5-6 cents per Meter per Month	Workshop/Data Review	Using 5c for Alt 1 6c for Alt 2
Carbon Impacts	CO2/gallon of Gasoline=0.008887	US EPA	Calculated gallons saved

Table A-2 provides a summary of costs for each of the alternatives.

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Table A-2 Simplified Cost Overview

Simplified Cost Overview—Alternative 1: CapEx					
Description	**Quantity**	**Cost/Item**	**Total Cost**	-	
Network Devices	141	$15,000	$2,115,000		
Device Installation	141	$15,000	$2,115,000		
Extended Warranty (Network)	141	$4,100	$578,100		
Towers	4	$10,000	$40,000		
Outside PM/Integration Support	1	$425,000	$425,000		
Software SetUp Fee	1	$6,500	$6,500		
Software Training	1	$3,000	$3,000		
TOTAL			**$5,282,600**		
Alternative 1: Op Ex					
Description	**Quantity**	**Cost/Item**	**Cost/Year**	**Total Cost**	**Comments**
Network Device Battery Rplcmnt	141	$500	$70,500	$70,500	One time in years 8 & 9
SaaS Fee	86000	$2.35	$202,100	$2,021,000	Annual
Operator/Technician FTE	1.5	$80,000	$120,000	$1,200,000	Annual
Inflation (3%) over 10 yr. period	NA	$705,655	NA	$705,655	
TOTAL (Over 10 year period)				**$3,997,155**	
Simplified Cost Overview—Alternative 2: CapEx					
Description	**Quantity**	**Cost/Item**	**Total Cost**	-	
Network Devices	141	$15,000	$2,115,000		
Device Installation	141	$15,000	$2,115,000		
Extended Warranty (Network)	141	$4,100	$578,100		
Towers	4	$10,000	$40,000		
Outside PM/Integration Support	1	$425,000	$425,000		
Software SetUp Fee	1	$6,500	$6,500		
Software Training	1	$3,000	$3,000		
SET Valves (incl installation)	4000	$185	$740,000		
Advanced Sensors (incl install)	10	$15,000	$150,000		
TOTAL			**$6,172,600**		
Alternative 2: Op Ex					
Description	**Quantity**	**Cost/Item**	**Cost/Year**	**Total Cost**	**Comments**
Network Device Battery Rplcmnt	141	$500	$70,500	$70,500	One time in years 8 & 9
SaaS Fee	86000	$2.35	$202,100	$2,021,000	Annual
Operator/Technician FTE	1.5	$80,000	$120,000	$1,200,000	Annual
Inflation (3%) over 10 yr. period	NA	$705,655	NA	$705,655	
TOTAL (Over 10 year period)				**$3,997,155**	
Simplified Cost Overview—Alternative 3: CapEx					
Description	**Quantity**	**Cost/Item**	**Total Cost**	-	
Software Setup Fee	1	6,500	$6,500		
Software Training	1	3,000	$3,000		
TOTAL			**$9,500**		
Alternative 3: OpEx					
Description	**Quantity**	**Cost/Item**	**Cost/Year**	**Total Cost**	
SaaS Fee	86000	$0.78	$67,080	$670,800	
Inflation (3%) over 10 yr. period	NA	$35,058	NA	$37,688	

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Appendix B. Advanced Metering Technology Review

This memorandum provides an overview of Advance Metering Infrastructure (AMI) technology to enable a common understanding of the potential technology options and considerations for AMI implementation at the City of Chandler.

Much of this information was presented during the kick-off workshops held at City offices the week of September 21st, 2020.

Comparison of benefits between AMR and AMI

While utilities benefited from the convenience of walking or driving by to get meter readings, those readings were only captured once a month or bi-monthly, and more often than not interval readings were not available. With AMI providing readings on a daily basis, there can be a wealth of benefits realized over AMR. The following tables show a comparison of benefits between AMR and AMI.

Benefit Area / Benefit	AMR	AMI
Customer Service / Meter Services Benefits		
Reduction in Re-Reads	✔	✔
Reduced Calls to Customer Care	✔	✔
Reduced Hi/Lo Investigation Time	✔**	✔
Reduced Shut-Offs		✔
Usage Details to address inquires	✔*	✔
Reduction in Meter Reading	✔**	✔
Operations Benefit Comparison		
Reduced Start/Stop Read Trips		✔
Hydro-Guard Operations		✔
System Leak Detection		✔
System Analysis		✔
Pressure Regulations		✔
Water Quality Monitoring		✔
Reporting of water losses	✔	✔
Customer Facing Benefit Comparison		
Web Presentment of usage	✔*	✔
Usage Details to address inquires	✔*	✔
Proactive Notice of High-Bill		✔
Customer Choice of Bill Date		✔
Customer side Leak Detection	✔*	✔
Reporting of water losses	✔	✔

Benefit Comparison of Remote Valves

The following table shows the expected benefits as applied to AMI without a Remote Valve option, and AMI with a Remote Valve option.

Benefit Area / Benefit	AMI without Remote Valve	AMI with Remote Valve
Customer Service / Meter Services Benefits		
Reduction in Meter Reading	✔	✔
Reduction in Re-Read Orders	✔	✔
Reduced Hi/Lo Investigation Orders and time of Effort	✔	✔
Reduced Trips for Off-Cycle Read orders	✔	✔
Reduced Shut-Off orders, due to reduced high-bills / Leak notification	✔	✔
Quicker response to Customer turn-off/turn-on requests		✔
Reduced Truck Rolls for Finals		✔
Customer Facing Benefit		
Reduced Calls to Customer Care	✔	✔
Customer side Leak Detection	✔	✔
Web Presentment of usage	✔	✔
Usage Details to address inquires	✔	✔
Proactive Notice of High-Bill	✔	✔
Customer Choice of Bill Date	✔	✔
Operations Benefit Comparison		
Improved accuracy in reporting for unaccounted for water	✔	✔
Hydro-Guard Operations	✔	✔
System Leak Detection	✔	✔
System Analysis	✔	✔
Pressure Regulations	✔	✔
Water Quality Monitoring	✔	✔

AMI TECHNOLOGIES

Fixed Network Technology Types

Fixed network AMI systems are defined as including permanently installed network infrastructure to capture meter interval and register readings. This technology consists of a series of antennas, towers, collectors, repeaters, or other permanently installed network infrastructure to collect transmissions of meter readings from AMI capable meters and send the data to a central computer called the AMI head-end system (HES). A fixed network offers the ability to collect meter reads with minimal effort, labor, or vehicle expense.

It is important to note that while the fixed network AMI technology types described below can be stand-alone systems, some vendors offer the ability to use multiple technology types to deploy a solution that will cover an entire service area.

Star Network

A Star network system is designed for the meter endpoint transmitter, or Meter interface unit (MIU), to transmit its data directly to a collector. An endpoint transmitter's signal may be forwarded by radio frequency or converted to a wired network signal, such as telephone or IP network, to send data to the main collection point, termed a collector. The collector consists of one central hub that acts as a conduit to transmit data to the HES server. The Star Network configuration is shown in Figure STAR AMI Network.

The advantages of having a Star Network in place are that it sets up and expands easily and demonstrates good performance. Furthermore, a single endpoint communication failure (i.e. non-centralized failure) has little impact on the entire network because other endpoints are not dependent on the failed endpoint for communication. Additionally, endpoint failure is easy to detect, and the data is easily sent directly to data collectors without being repeated through another device.

A disadvantage of a Star Network is that if a collector fails, there is a potential that the data from the endpoints assigned to that collector may not be transmitted back to the centralized computer; however, the data is retained in the collector or endpoints until it can be manually downloaded or transmitted after collector repair.

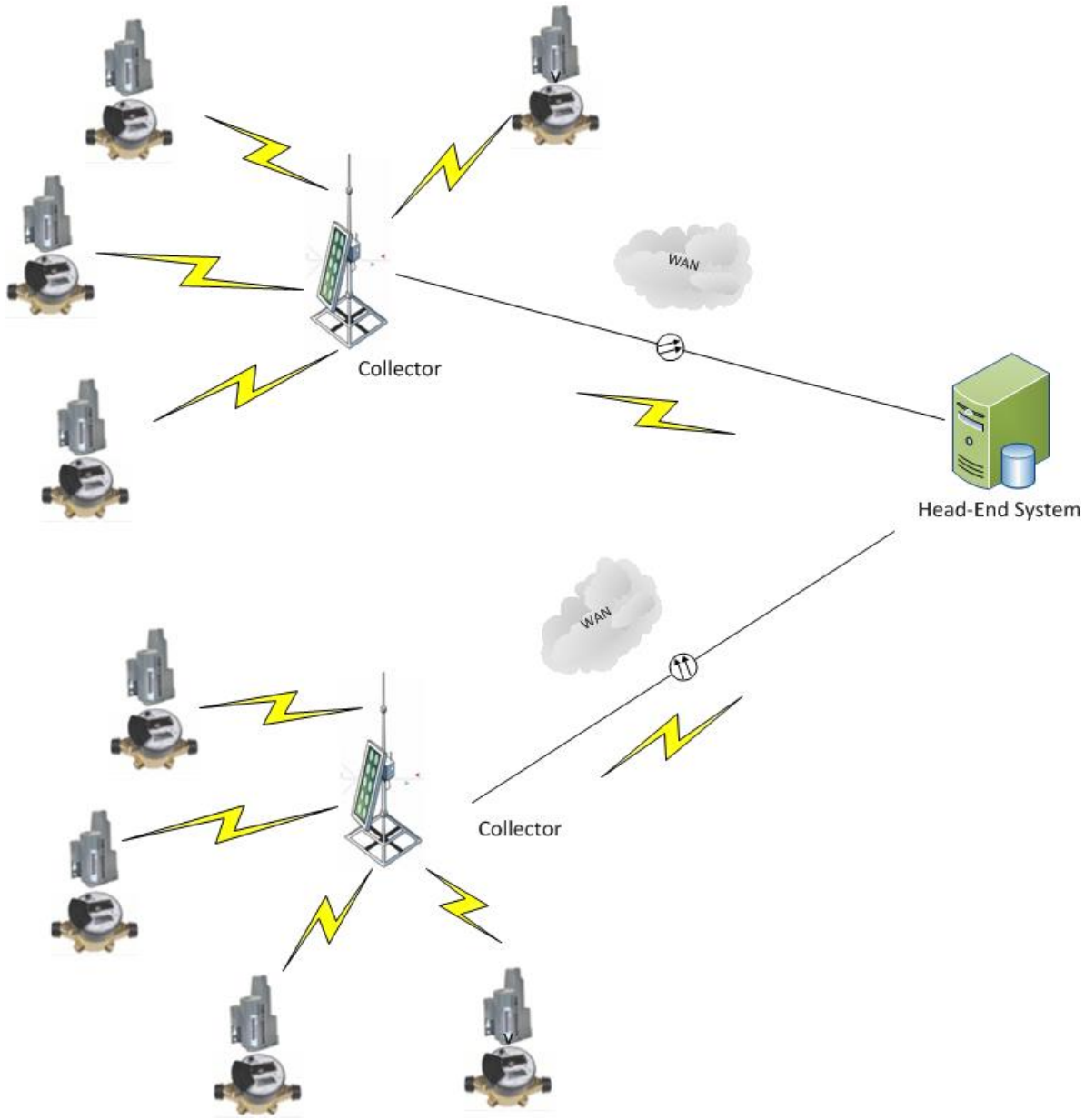

Figure B-1 STAR AMI Network

Star AMI Network: Traits

- Higher power
- Licensed frequencies
- Longer communications distance
- Uses Tower-based (large coverage area) or neighborhood-based units (smaller coverage areas), depending on the vendor

Mesh Network

In a Mesh network system, the meter endpoint transmitter acts as a repeater to pass the data to other nearby meter endpoint transmitters until data arrives at a main collector in a process termed "hops". Mesh networks allow for connection paths by "hopping" from meter endpoint to meter endpoint until the destination is reached. A Mesh Network is a fully connected network topology by design and differs from other networks in that the component parts can all connect to each other via multiple hops, as shown in Figure B-2.

An advantage of having a Mesh Network is that it is self-healing in that the network can still operate if an endpoint breaks down or a connection fails. As a result, a very reliable network is formed.

A disadvantage with mesh networks is that battery operated, water supporting AMI systems may need more power for the increased frequency of transmitting and performing the transfer of data through the mesh network. Mesh Networks are most effective when deployed with an electric AMI System, using the electric meters as hopping devices due to their available power source. For water systems using mesh

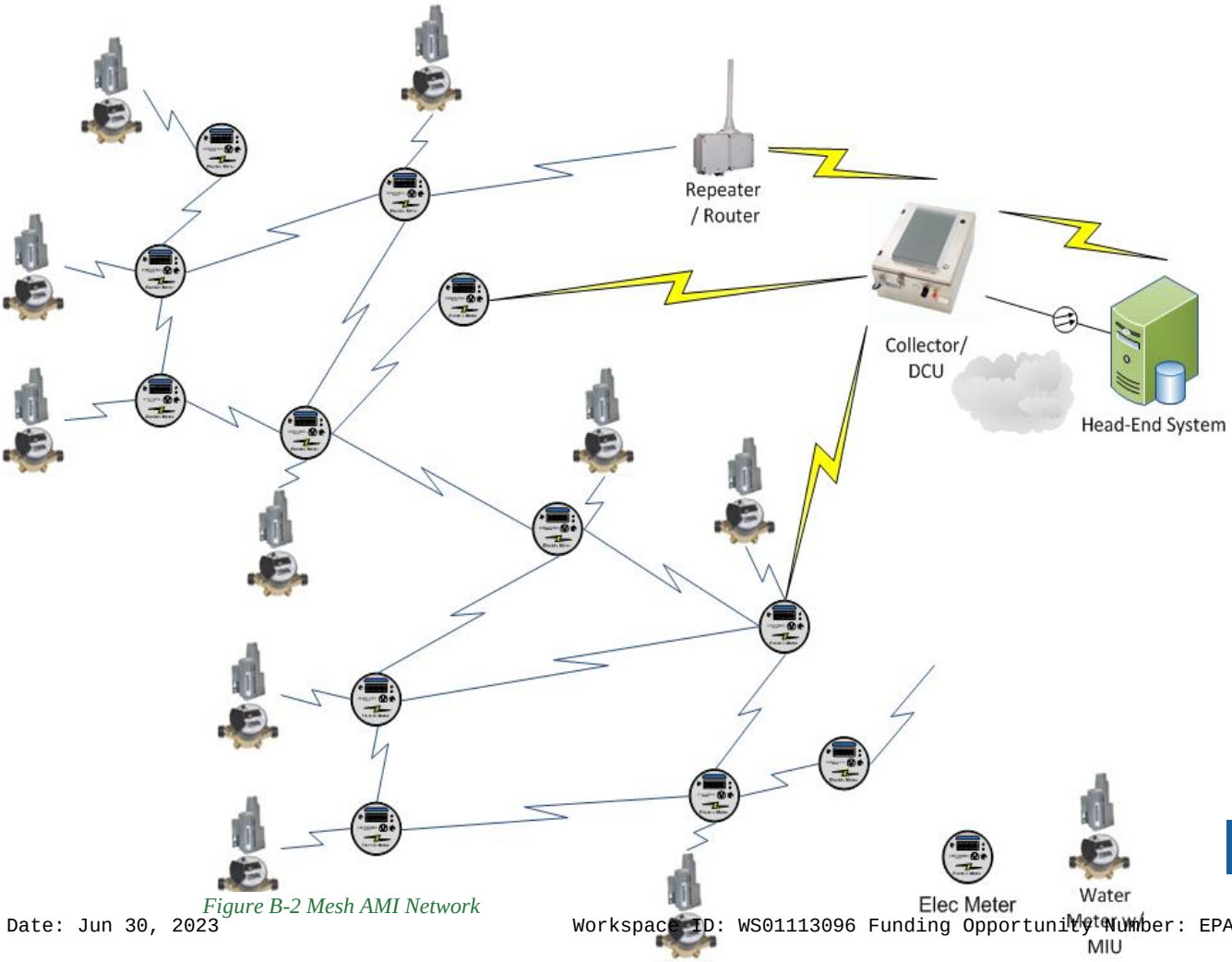

Figure B-2 Mesh AMI Network

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technology without the benefit of electric meters as meshing devices, additional collectors and/or repeaters would be required resulting in increased costs and additional maintenance needs.

Mesh Networks: Traits

- Lower power radio
- Uses unlicensed frequency
- Typically, 900 MHz
- Requires more collector and router type devices
- Needs to be able to mesh, with electric meters being the most effective device

Wi-Fi / Cellular Enabled Systems

Systems that communicate using a cellular network or to the Internet via a transmission beacon rather than radio are considered Wi-Fi/cellular enabled (Figure Cellular / Wi-Fi AMI Networks). The method of transferring the data for these systems is much like a Star Network, but the means of data transfer happens through a cell or Wi-Fi connection, rather than through an elaborate transmission system of collectors and receivers. The ability to install an AMI system becomes relatively simple when a city Wi-Fi system exists, as the transmission infrastructure is already in place and simply adding meter endpoints is the only step required. On the cellular side, many providers will offer older cellular network technology (e.g., GSM, 3G, etc.) to utilities, thereby providing a revenue stream for this older technology.

One of the advantages of utilizing Wi-Fi or cellular systems includes the ability to use existing communication infrastructure. In cities that have initiated Wi-Fi communications for city services such as police, emergency medical technicians (EMT), and fire departments, the ability to use their Wi-Fi signals for meter reading is more easily achieved. A disadvantage, as discovered with the City pilot, these types of AMI networks can have spotty coverage in some portions of the service area. Another disadvantage is the ongoing monthly cost for service; however, these additional costs are often offset by the lack of network maintenance costs that mesh or star RF networks require.

For Wi-Fi or cellular, there is a need to ensure that all of the service area is covered. Tests must be done at each endpoint to check the proximity to the routing device so that a signal beacon can be identified. If no signal beacon exists, additional routers or towers need to be added to the system to extend the coverage area.

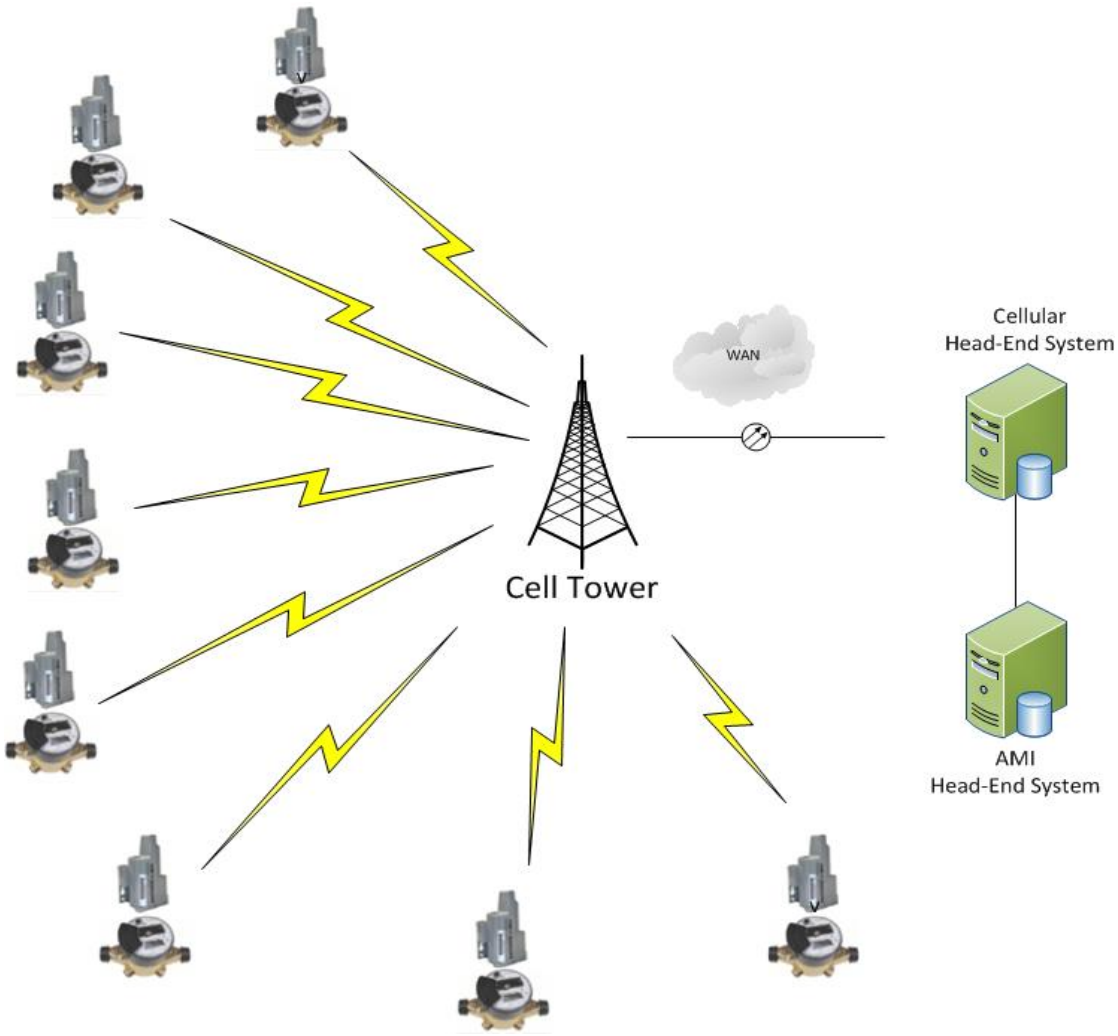


Figure B-3 Cellular/Wi-Fi Network

Wi-Fi / Cellular Networks: Traits
• Leverages existing cellular / Wi-Fi network • Each MIU has a cellular / IP modem • Same structure for public network

AMI Software Systems

Implementation of AMI involves the deployment of a communications network, endpoints, and software to manage the network and the data from the endpoints. AMI projects require the integration of systems to provide analysis of the data for billing and management of the messages sent by the endpoints (e.g., alerts and alarms). The following diagram shows a typical integrated AMI system.

AMI Head-end System

The AMI head-end system (HES) is typically provided by the AMI vendor and is used to communicate with, operate, and manage AMI communications network devices and MIU endpoints. This includes the configuration of the MIUs, firmware, and over-the-air updates.

AMI and AMI HES provide:

- Data collection from AMI network
- AMI Network Management
  - Endpoint firmware and configuration, network connectivity
- Data event management (such as tamper alarm, cut wire, etc.)
- Missing read capture
- Providing data to downstream systems, such as customer information systems (Meter Data Management System [MDMS], system modeling, geospatial information system [GIS], Customer Information System [CIS][3], customer portal)
- Supporting additional functions, such as revenue protection analysis, distribution planning support, and prepayment
- Command management (such as turn-on/turn-off)

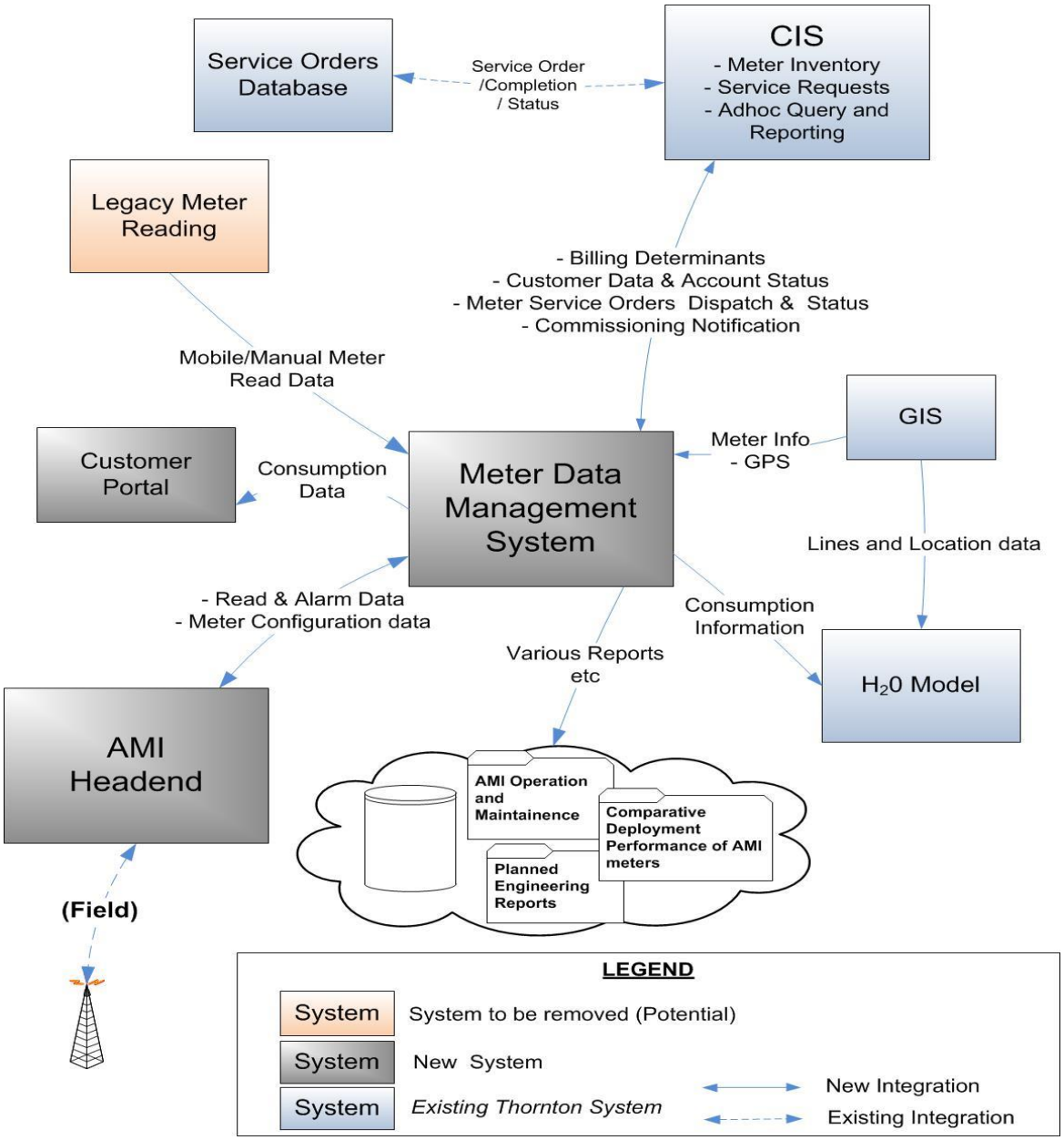
The typical data that is required for the AMI HES is:

- Meter Data
  - Meter number
  - Dial information
  - Location data (GPS, sometimes address)
  - Associated module (Meter Marriage File)
- Module Data
  - Associated meter (Meter Marriage File)
  - Current firmware version for each module
- Network Devices
  - Device firmware/software
  - Configuration

[3] Dependent on the AMI / MDMS and Customer Configuration

Meter Data Management System

The Meter Data Management System (MDMS) is the software that manages the extensive data provided by the HES. With meters providing up to 96[4] interval readings per day, the MDMS will manage the intervals, provide validation, estimation, and editing operations to ensure data is available for billing when the CIS requires.



[4] Typical water systems are hourly intervals at 24 per day. Meters with 15 minutes intervals provide 96 data points in a 24-hour period.

PREVIEW Date: Jun 30, 2023 Workspace ID: WS01113096 Funding Opportunity Number: EPA-CEP-01

Meter Data Management Systems provide:

- Data management from AMI HES
- Validation, estimation and editing of reads
- Bill determinant calculation
- Exception management
- Event management (such as tamper alarm, cut wire, etc.)
- Profiling scalar meter reads
- Aggregating meter reads
- Providing data to downstream systems, such as customer information systems (CIS, customer portal)
- Supporting additional functions, such as revenue protection analysis, distribution planning support, and prepayment
- Command management (such as turn-on/turn-off)

The typical data the MDMS contains is:

- General Service Point Info
  - Status (active/inactive)
  - Service requests
- Alarms/Events
- Billing Parameters
  - Rate and channels
- Meter/Device Info
  - Location
  - Meter and module IDs

Figure B-4 Typical AMI Systems and Integrations

Customer Portal

Customer portals provide customers and customer service personnel access to customer interval and usage data which is often provided in a graphical format. The representation of detailed usage data from AMI can be provided to the customer portal from the CIS or MDMS, or often from both. The following pictures present samples of data provided to the customer over a web portal. Note the second picture indicates continuous consumption, indicating possible leak.

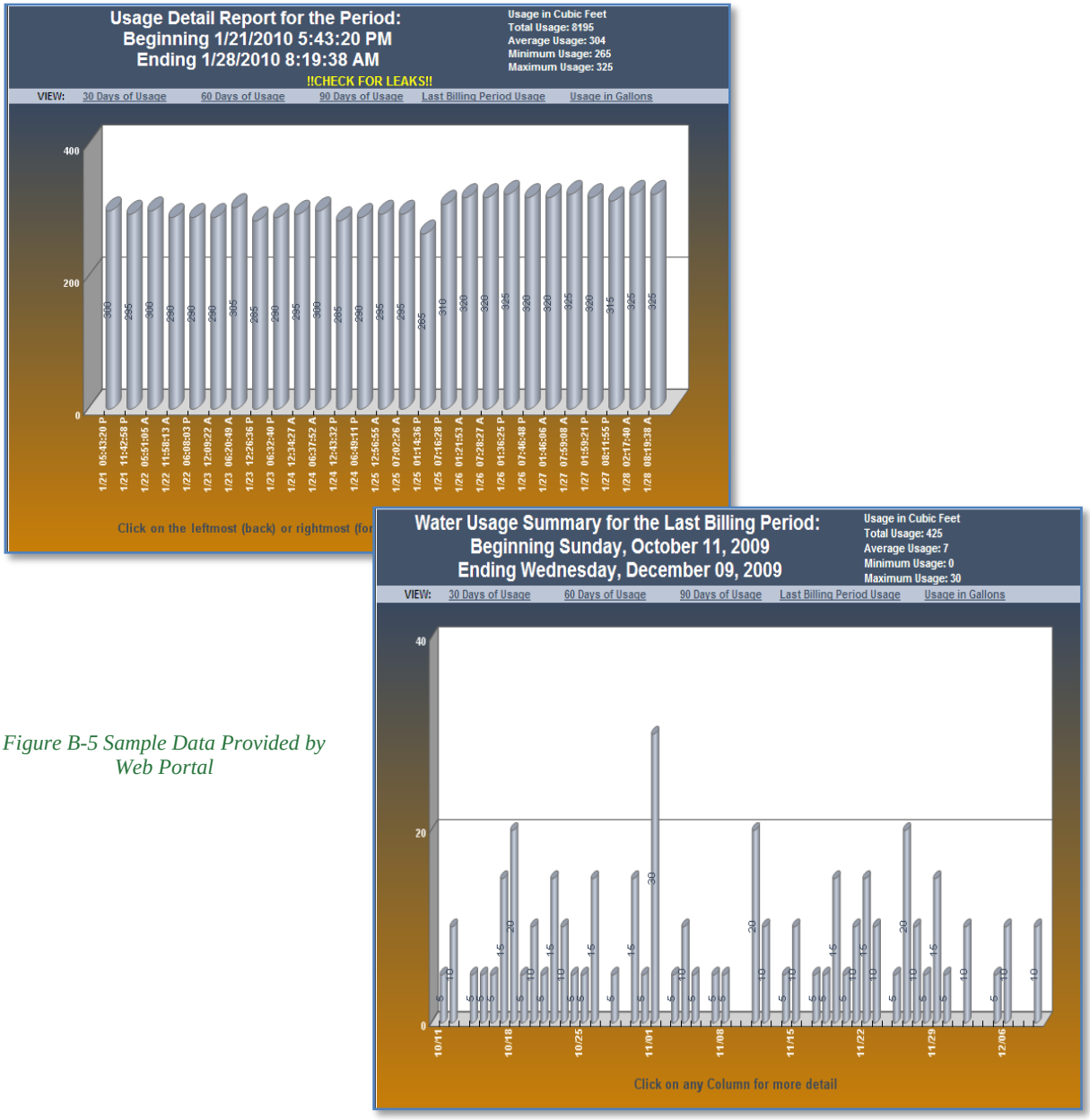


Figure B-5 Sample Data Provided by Web Portal

ID		% Complete	Task Mode	Task Name	Duration	Start	Finish
1		1%		City of Chandler AMI Project	524 days	Mon 6/5/23	Thu 6/5/25
2	✓	100%		Notice to Proceed	1 day	Mon 6/5/23	Mon 6/5/23
3		7%		Task 1 - Project Management and AMI Advisory Services	33 days	Wed 6/7/23	Fri 7/21/23
4		60%		Project Initiation - Planning	13 days	Wed 6/7/23	Fri 6/23/23
5	✓	100%		Planning Meeting	1 day	Wed 6/7/23	Wed 6/7/23
6		0%		Project Communications Plan	1 day	Wed 6/14/23	Wed 6/14/23
7		75%		Develop Project Schedule	5 days	Thu 6/15/23	Wed 6/21/23
8		50%		Develop Action Items/Issue Tracker & Risk Register	3 days	Thu 6/8/23	Mon 6/12/23
9		80%		Establish Project Sharepoint Site	2 days	Thu 6/8/23	Fri 6/9/23
10		0%		Arcadis Team Kickoff	1 day	Fri 6/23/23	Fri 6/23/23
11		0%		Orientation Tasks	16 days	Thu 6/8/23	Thu 6/29/23
12		0%		Provide Information Request	2 days	Thu 6/8/23	Fri 6/9/23
13		0%		Complete Information Request	10 days	Mon 6/12/23	Fri 6/23/23
14		0%		Review Information	4 days	Mon 6/26/23	Thu 6/29/23
15		0%		Meter Inventory Dashboard	18 days	Mon 6/26/23	Wed 7/19/23
18		0%		Stakeholder Interviews	16 days	Fri 6/30/23	Fri 7/21/23
22		0%		Project Kickoff	23 days	Thu 6/8/23	Mon 7/10/23
27		0%		Prepare for Needs Assessment Workshops	18 days	Thu 6/15/23	Mon 7/10/23
29		0%		Task 2 - Needs Assessment	45 days	Tue 7/11/23	Mon 9/11/23
30		0%		Conduct Needs Assessment sessions	14 days	Tue 7/11/23	Fri 7/28/23
35		0%		Implementation Plan	12 days	Mon 7/31/23	Tue 8/15/23
38		0%		Summary Presentation - Needs Assessment	21 days	Mon 8/14/23	Mon 9/11/23
42		0%		Task 3 - Financial Analysis	68 days	Tue 9/12/23	Thu 12/14/23
43		0%		Develop Cost Model	20 days	Tue 9/12/23	Mon 10/9/23
44		0%		Develop Benefits Model	28 days	Tue 9/12/23	Thu 10/19/23
45		0%		Develop BCA Analysis using Alternatives	24 days	Fri 10/13/23	Wed 11/15/23
46		0%		Financial Analysis Summary Report	21 days	Thu 11/16/23	Thu 12/14/23
51		0%		Task 4 - AMI Implementation Support	375 days	Fri 12/15/23	Thu 5/22/25
52		0%		Project Initiation - Implementation	22 days	Fri 12/15/23	Mon 1/15/24
58		0%		Business Process Work	126 days	Tue 1/16/24	Tue 7/9/24

PREVIEW Date: Jun 30, 2023 Workspace ID: WS01113096 Funding Opportunity Number: EPA-CEP-01

ID		% Complete	Task Mode	Task Name	Duration	Start	Finish
68		**0%**		**Initial Deployment and Testing**	**69 days**	**Tue 1/30/24**	**Fri 5/3/24**
77		**0%**		**Full Meter Deployment**	**355 days**	**Fri 12/22/23**	**Thu 5/1/25**
93		0%		Final System Acceptance	15 days	Fri 5/2/25	Thu 5/22/25
94		**0%**		**Task 6 & 7 - Customer Portal Advisory Services**	**23 days**	**Mon 7/10/23**	**Wed 8/9/23**
98		**0%**		**Task 8 - Project Close**	**10 days**	**Fri 5/23/25**	**Thu 6/5/25**

Other Attachment File(s)

*** Mandatory Other Attachment Filename:** epa_form_6600_06.pdf

Add Mandatory Other Attachment | Delete Mandatory Other Attachment | View Mandatory Other Attachment

To add more "Other Attachment" attachments, please use the attachment buttons below.

Add Optional Other Attachment | Delete Optional Other Attachment | View Optional Other Attachment

United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

OMB Control No. 2030-0020
Approval expires 06/30/2024

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.25 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

4040-0006

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, **LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Dawn Lang, Deputy City Manager / CFO
Typed Name & Title of Authorized Representative

Dawn Lang 6-16-23
Signature and Date of Authorized Representative

EPA Form 6600-06 (Rev. 06/2014) Previous editions are obsolete.

Budget Narrative File(s)

*** Mandatory Budget Narrative Filename:** AMI_Budget Narrative.pdf

Add Mandatory Budget Narrative | Delete Mandatory Budget Narrative | View Mandatory Budget Narrative

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative | Delete Optional Budget Narrative | View Optional Budget Narrative

Budget Narrative

Name of Applicant: City of Chandler
Point of Contact: Cristabel Dykstra
Project Title: Advanced Metering Infrastructure (AMI)

The City of Chandler is requesting $990,000 as part of the FY22 Community Grants Program for Congressionally Directed Spending (CDS) and Community Project Funding (CPF). The City of Chandler will be covering additional costs of $4.5 million, for total overall cost of approximately $5.5 million for the AMI project.

As part of the AMI project initiative, an assessment was conducted in 2020, and completed in January 2021, to evaluate the benefits of transitioning from AMR to AMI. The assessment also included a summary of costs associated with the project. The full assessment report has been included as part of this grant application. A budget detail-breakdown has been provided based on the cost analysis provided through the assessment. Funding from the grant will cover direct charges related to equipment and services for installation for equipment to be operational, as outlined in the grant guidelines.

Budget Detail-Breakdown (Estimated Costs)				
Description	**Quantity**	**Cost**	**Total Cost**	**Misc**
*Network Devices (Collectors)	141	15,000	$ 2,115,000.00	(quantity subject to change)
Device Installation	141	15,000	$ 2,115,000.00	
Extended Network Warranty	141	4,100	$ 578,100.00	
Towers	2	10,000	$ 20,000.00	(existing towers - no construction)
Outside PM/Integration Support	1	662,000	$ 662,000.00	
Total			$ 5,490,100.00	
*Solar Collectors - $18,000				

City Council Memorandum Public Works & Utilities Memo No. UA24-002

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Jeff Auker, Utility Plant Superintendent
Subject: Agreement No. PW1-745-4336, Amendment No. 2, with Vincon Engineering Construction, LLC, for Right-of-Way Repairs

---

Proposed Motion:

Move City Council approve Agreement No. PW1-745-4336, Amendment No. 2, with Vincon Engineering Construction, LLC, for right-of-way repairs, in an amount not to exceed $120,000, for a one-year period, August 1, 2023, through July 31, 2024.

Background/Discussion:

Repair and maintenance of water distribution mains, service connections, valves, and hydrants often require removal of existing concrete and asphalt within the public right-of-way. The Water Distribution Division will use this agreement to repair damage to City's right-of-way as a result of water main break repairs or maintenance of the water distribution system.

Evaluation:

On July 15, 2021, City Council approved an agreement with Vincon Engineering Construction, LLC, for right-of-way repairs, for a one-year period, with the option of up to four (4) one-year extensions. The Contractor has agreed to extend for one additional year at the same terms, conditions, and a price increase of 6% due to escalating labor and material costs. Staff finds the increase reasonable and continues to be satisfied with the services provided.

Staff recommends extension of this agreement for the term of August 1, 2023,

through July 31, 2024. This is the second extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3800.5219.0.0.0	Water Operating	Other Professional Services	$120,000	N

Attachments

Amendment - Vincon

DocuSign Envelope ID: 57399D58-BAF2-496B-A543-40F6C4CE1970

City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
RIGHT OF WAY REPAIRS
CITY OF CHANDLER AGREEMENT NO. PW1-745-4336

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 Vincon Engineering Construction, LLC, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2023 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for right of way repairs (Agreement); and

WHEREAS, the term of the Agreement was August 1, 2021. through July 31, 2022, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the 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 III is amended to read as follows: The Agreement is extended for a one-year period August 1, 2023, through July 31, 2024.

3. Section IV, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 2. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $120,000.

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

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Troy Colby

Its: Troy Colby

EXHIBIT B-PRICING

Section 1 – Routine Repairs / Service (requires a 14-day repair time). Prices are tax inclusive.

Line #	Description	U.O.M.*	Qty	Unit Price
1.	**Saw cut: per linear foot / per inch**			
	0-2.0" deep	LF	400	$ 0.58
	2.1" – 3.0" deep	LF	400	$ 1.15
	3.1" – 4.0" deep	LF	400	$ 1.73
	Greater than 4.0" deep	LF	400	$ 5.77
2.a.	**EVAC Asphalt Removal & Replacement**			
	0" to 4.0" deep, 1 – 10 sq. yd.	SY	400	$ 107.43
	0" to 4.0" deep, 11 – 100 sq. yd.	SY	400	$ 101.66
	4" to 8" deep, 1 – 10 sq. yd.	SY	400	$ 139.83
	4" to 8" deep, 11 – 100 sq. yd.	SY	400	$ 134.05
2.b.	**Rubberized Asphalt Removal & Replacement**			
	0" to 4.0" deep, 1 – 10 sq. yd.	SY	80	$ 115.44
3.	2" Asphalt Cap	SY	800	$ 40.41
4.	Asphalt milling up to 2" deep per sq. yd.	SY	80	$ 10.39
5.	Asphalt milling between 2.1"-4.0" deep per sq. yd.	SY	80	$ 11.54
6.	Sub-base and sub-base grade removal and replacement, per cu yd.	CY	80	$ 213.57
7.	City of Chandler Uniformed Police Officer (if required). Contractor to be paid the cost of hiring police officer.	N/A	N/A	$3500
8.	Traffic control for arterial and collector (per 24-hour day)	DAY	60	$ 981.27
9.	Traffic control for local streets (per 24-hour day)	DAY	15	$ 230.89
10.	New A/C only, 1" deep per sq. yd.	SY	75	$ 17.32
11.	Remove concrete curb & gutter (per lineal foot)	LF	175	$ 16.16
12.	Place concrete curb & gutter (per lineal foot)	LF	175	$ 36.50
13.	Removal of concrete flatwork, 0-4" (per sq. ft.)	SF	120	$ 4.04
14.	Removal of concrete flatwork, 4.1" – 8.0" (per sq. ft.)	SF	120	$ 5.48
15.	Place finished concrete flatwork, 0-4" (per sq. ft.)	SF	400	$ 11.44
16.	Place finished concrete flatwork, 4.1" – 8.0" (per sq. ft.)	SF	120	$ 14.79
17.	Sidewalk, Per MAG Detail #230	SF	800	$ 11.44
18.	Ramp, Per MAG Detail #235-1 (2017)	EA	1	$ 1,234.24
19.	Valve Box/Collars Per COC Standard C307 & C317	EA	15	$ 697.98
20.	Ramp, Per MAG Detail #235-5 (2017)	EA	1	$ 1,234.24
21.	General survey	EA	20	$ 115.44
22.	Crack seal (per lineal foot)	LF	400	$ 1.73
23.	Minimum Charge for Projects under 5' x 8' in size	EA	20	$ 2,886.10

Section 2 – Emergency Repairs / Service (requires a 7 day repair time). Prices are tax inclusive.

Line #	Description	U.O.M. *	Qty	Unit Price
1.				
	0-2.0" deep	LF	250	$ 0.58
	2.1" – 3.0" deep	LF	250	$ 1.15
	3.1" – 4.0" deep	LF	250	$ 1.73
	Greater than 4.0" deep	LF	250	$ 5.77
2.a.				
	0" to 4.0" deep, 1 – 10 sq. yd.	SY	250	$ 107.43
	0" to 4.0" deep, 11 – 100 sq. yd.	SY	250	$ 101.66
	4" to 8" deep, 1 – 10 sq. yd.	SY	250	$ 139.83
	4" to 8" deep, 11 – 100 sq. yd.	SY	250	$ 134.05
2.b.				
	0" to 4.0" deep, 1 – 10 sq. yd.	SY	50	$ 115.44
3.	2" Asphalt Cap	SY	500	$ 40.41
4.	Asphalt milling up to 2" deep per sq. yd.	SY	50	$ 10.39
5.	Asphalt milling between 2.1"-4.0" deep per sq. yd.	SY	50	$ 11.54
6.	Sub-base and sub-base grade removal and replacement, per cu yd.	CY	50	$ 213.57
7.	City of Chandler Uniformed Police Officer (if required). Contractor to be paid the cost of hiring police officer.	N/A	N/A	$3500
8.	Traffic control for arterial and collector (per 24-hour day)	DAY	40	$ 981.27
9.	Traffic control for local streets (per 24-hour day)	DAY	10	$ 230.89
10.	New A/C only, 1" deep per sq. yd.	SY	50	$ 17.32
11.	Remove concrete curb & gutter (per lineal foot)	LF	100	$ 16.16
12.	Place concrete curb & gutter (per lineal foot)	LF	100	$ 36.50
13.	Removal of concrete flatwork, 0-4" (per sq. ft.)	SF	75	$ 4.04
14.	Removal of concrete flatwork, 4.1" – 8.0" (per sq. ft.)	SF	75	$ 5.48
15.	Place finished concrete flatwork, 0-4" (per sq. ft.)	SF	250	$ 11.44
16.	Place finished concrete flatwork, 4.1" – 8.0" (per sq. ft.)	SF	75	$ 14.79
17.	Sidewalk, Per MAG Detail #230	SF	500	$ 11.44
18.	Ramp, Per MAG Detail #235-1 (2017)	EA	1	$ 1,234.24
19.	Valve Box/Collars Per COC Standard C307 & C317	EA	5	$ 697.98
20.	Ramp, Per MAG Detail #235-5 (2017)	EA	1	$ 1,234.24
21.	General survey	EA	10	$ 115.44
22.	Crack seal (per lineal foot)	LF	250	$ 1.73
23.	Minimum Charge for Projects under 5' x 8'	EA	10	$ 2,886.10

City Council Memorandum Public Works & Utilities Memo No. ST24-002

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Rosalinda Berrelleza, Senior Management Analyst
Subject: Agreement No. ST0-988-4194, Amendment No. 3, with BrightView Landscape Services, Inc., for Storm Repair and Revegetation Services

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Proposed Motion:

Move City Council approve Agreement No. ST0-988-4194, Amendment No. 3, with BrightView Landscape Services, Inc., for storm repair and revegetation services, in an amount not to exceed $605,000, for a one-year period, August 1, 2023, through July 31, 2024.

Background/Discussion:

This contract provides landscape rehabilitation/replacement services that may be necessary as a result of storm damage, automobile accidents, and other such unplanned and emergency events. Work under this contract includes replacement of landscape material, irrigation system components, decomposed granite, and header curbs, and the removal and replacement of damaged, hazardous, or diseased trees within the landscape areas maintained by the City's Transportation Division. This contract does not include routine landscape area maintenance within City facilities or rights-of-way, which are the subject a separate agreement also scheduled for this City Council meeting.

Evaluation:

On June 25, 2020, City Council approved an agreement with BrightView Landscape Services, Inc., for revegetation, storm repair, and maintenance of City streets, for a one-year term, with the option of up to four (4) additional one-year extensions. The contractor has agreed to extend for one year at the same terms and conditions, with an overall price increase of 1% citing material cost increases. Staff recommends extension of this agreement for the term of August 1, 2023, through July 31, 2024. This is the third extension ofthe original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.5219.6ST014	General Government Capital Projects	Landscape Improvements	$605,000	Y

Attachments

Amendment - BrightView

DocuSign Envelope ID: CA1833FE-2255-4B01-A4D4-B7D5469A1E7D

City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
REVEGETATION, STORM REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. ST0-988-4194

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and BrightView Landscape Services, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2023 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for revegetation and storm repair services (Agreement); and

WHEREAS, the term of the Agreement was August 1, 2020, through July 31, 2021, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the third option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III is amended to read as follows: The Agreement is extended for a one-year period August 1, 2023, through July 31, 2024.

3. Section IV, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $605,000.

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

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

FOR THE CITY

By: _____

Its: _____Mayor_____

APPROVED AS TO FORM:

By: _____
City Attorney

DMB

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Nick Perez
Branch Manager

Its: _____

EXHIBIT B
REVISED PRICING

ITEM	DESCRIPTION	EST. QTY	UOM	UNIT PRICE	UNIT PRICE FOR LABOR	EXTENDED TOTAL (Unit Price X Est. Qty) + (Labor X Est. Qty) = TOTAL	NOTES
1	STUMP GRINDING AND ASSOCIATED CLEAN UP (<8" DIA.)	6	EA	$ 60.00	$ 120.00	$ 1,080.00	
1A	STUMP GRINDING AND ASSOCIATED CLEAN UP (<18" DIA. TO 8" DIA.)	6	EA	$ 110.00	$ 180.00	$ 1,740.00	
1B	STUMP GRINDING AND ASSOCIATED CLEAN UP (<24" DIA TO 18" DIA.)	4	EA	$ 125.00	$ 240.00	$ 1,460.00	
1C	STUMP GRINDING AND ASSOCIATED CLEAN UP (> 24" DIA.)	2	EA	$ 150.00	$ 360.00	$ 1,020.00	
2	STORM EVENT TREE REMOVAL (>25')	10	EA	$ 360.00	$ 270.00	$ 6,300	INC. CLEAN UP
2A	STORM EENT TREE REMOVAL (<25')	20	EA	$ 180.00	$ 270.00	$ 9,000	INC. CLEAN UP
2D	TREE BALL REMOVAL	2	EA	$ 200.00	$ 120.00	$ 640.00	INC. CLEAN UP
3	PALM REMOVAL(<20')	1	EA	$ 180.00	$ 180.00	$ 360.00	INC. CLEAN UP
3A	PALM REMOVAL(>20')	1	EA	$ 180.00	$ 240.00	$ 420.00	INC. CLEAN UP
3B	PALM ROOT BALL REMOVAL	1	EA	$ 500.00	$ 180.00	$ 680.00	INC. REQ. FILL
3C	PHOENIX DACTYLIFERA - DATE PALM INSTALL(<22')	1	EA	$10,030.00	$ 1,500.00	$ 11,530.00	INCL. DELIVERY, INSTALL, AND IRRIGATION
3D	PHOENIX DACTYLIFERA - DATE PALM INSTALL(>22')	1	EA	$ 6,341.00	$ 1,500.00	$ 7,841.00	INCL. DELIVERY, INSTALL, AND IRRIGATION
4	1-GALLON CONTAINER SHRUB	250	EA	$ 5.65	$ 6.33	$ 2,995.00	AMER. STANDARDS FOR NURSERY STOCK
4A	1-GALLON CONT. CACTI/SUCCULENT	50	EA	$ 8.91	$ 6.33	$ 762.00	PER COX CACTUS FARM OR APPROVED EQUAL
5	5- GALLON CONTAINER SHRUB	400	EA	$ 16.36	$ 12.66	$ 11,608.00	AMER. STANDARDS FOR NURSERY STOCK
5A	5-GALLON CONT. CACTI/SUCCULENT	50	EA	$ 24.21	$ 12.66	$1,843.50	PER COX CACTUS FARM OR APPROVED EQUAL
6	15-GALLON CONTAINER TREE (INC.	50	EA	$ 116.75	$ 51.00	$ 8,387.50	AMER. STANDARDS FOR

	STAKING)						NURSERY STOCK
6A	15-GALLON CONT. CACTI/SUCCULENT	20	EA	$134.00	$51.00	$3,700.00	PER COX CACTUS FARM OR APPROVED EQUAL
7	24" BOX TREE (INC. STAKING)	50	EA	$234.00	$85.00	$15,950.00	AMER. STANDARDS FOR NURSERY STOCK
7A	24"-BOX CACTI/SUCCULENT	50	EA	$298.00	$85.00	$19,150.00	PER COX CACTUS FARM OR APPROVED EQUAL
8	36" BOX TREE (INC. STAKING)	20	EA	$525.00	$150.00	$13,500.00	AMER. STANDARDS FOR NURSERY STOCK
8A	36"-BOX CACTI/SUCCULENT	5	EA	$680.00	$150.00	$4,150.00	PER COX CACTUS FARM OR APPROVED EQUAL
9	42" BOX TREE (INC. STAKING)	5	EA	$990.00	$461.00	$7,255.00	AMER. STANDARDS FOR NURSERY STOCK
10	48" BOX TREE (INC. STAKING)	5	EA	$1,325.00	$461.00	$8,930.00	AMER. STANDARDS FOR NURSERY STOCK
11	BARE ROOT (TYPICALLY OCOTILLO)	15	EA	$48.00	$17.00	$975.00	AMER. STANDARDS FOR NURSERY STOCK
12	SOD INSTALLATION	500	SF	$.61	$.17	$390.00	INC. CLEAN UP
12A	SEED BROADCASTING (TURF OR WILDFLOWER MIX) MOSTLY TO PATCH AREAS	PER	ACRE	$10,890.00	$ 925.00	$11,815.00	INC. CLEAN UP
13	SOD REMOVAL	1,000	SF	$.18	$.08	$ 260.00	
14	APPLICATIONS OF PREEMERGENT (WINTER OR SUMMER)	PER	ACRE	$175.00	$90	$265.00	PENDULUM AQUACAP OR APPROVED EQUAL
15	1HP BARRETT BOOSTER PUMP MODEL: IBHMS W/MARINE GRADE ALUMINUM ENCLOSURE OR APPROVED EQUAL	3	EA	$9,507.00	$621.00	$ 30,384.00	INC CONCRETE BASE & ELECTRICAL CONNECTION-COMPLETE SET UP
15A	1HP LP SERIES CENTRIFUGALMUNRO BOOSTER PUMP W/ MUNRO POWDER COATED STAINLESS ENCLOSURE OR APPROVED EQUAL	3	EA	$8,956.00	$ 621.00	$ 28,731.00	INC CONCRETE BASE & ELECTRICAL CONNECTION- COMPLETE SET UP
15B	1HP BARRETT BOOSTER PUMP MODEL: IBHMS OR APPROVED EQUAL	1	EA	$2,754.00	$396.00	$3,150.00	REPLACEMENT PUMP FOR EXISTING LOCATION
15C	1HP, LP SERIES CENTRIFUGAL MUNRO	1	EA	$2,918.87	$396.00	$3,314.87	REPLACEMENT PUMP FOR

	BOOSTER PUMP MODEL:COMPLETE PRO II. 1"OR APPROVED EQUAL						EXISTING LOCATION
16	HUNTER CONTROLLER - ACC (TYPE TO BE DETERMINED BY CITY)	10	EA	$1,010.00	$144.00	$11,540.00	OR APPROVED EQUAL
17	HUNTER CONTROLLER - IBOC (TYPE TO BE DETERMINED BY CITY)	10	EA	$1,595.00	$144.00	$17,390.00	OR APPROVED EQUAL
18	HUNTER LATCHING SOLONOIDS-ELECTRIC	25	EA	$10.40	$16.25	$666.25	OR APPROVED EQUAL
18A	HUNTER LATCHING SOLONOIDS-BATTERY	25	EA	$26.00	$16.25	$1,056.25	OR APPROVED EQUAL
19	AGRI-FIN DRIP FILTER 3/4" OR 1"	10	EA	$16.93	$16.25	$331.80	OR APROVED EQUAL
20	CARSEN VALVE BOXES	25	EA	$86.66	$16.25	$2,572.75	OR APROVED EQUAL
21	BOWSMITH ML200 EMITTERS	1,000	EA	$6.65	$9.50	$16,150.00	OR APROVED EQUAL
22	PRESSURE REGULATOR, RAINBIRD	10	EA	$27.21	$16.25	$434.60	OR APPROVED EQUAL
23	10" x 10" ALUM. PURPLE COLOR RECLAIMED WATER "DO NOT DRINK" SIGNS AND 2LB 3.5' U CHANNEL GALVANIZED PUNCHED STEEL POST	100	EA	$ 71.90	$24.37	$9,627.00	NHB-9607 OR APPROVED EQUAL
24	1/2" PVC LATERAL (PURPLE OR WHITE PIPE)	1,000	LF	$.33	$2.36	$2,690.00	
25	3/4" PVC LATERAL (PURPLE OR WHITE PIPE)	1,000	LF	$.43	$2.36	$2,790.00	SCH 40 PVC-DWV
26	1" PVC LATERAL (PURPLE OR WHITE PIPE)	1,000	LF	$.65	$2.36	$3,010.00	SCH 40 PVC-DWV
27	1" PVC MAIN (PURPLE OR WHITE PIPE)	2,500	LF	$.65	$3.10	$9,375.00	SCH 40 PVC-DWV
28	2" PVC MAIN (PURPLE OR WHITE PIPE)	1,000	LF	$1.46	$3.10	$4,560.00	SCH 40 PVC-DWV
29	SCH 80 IRRIGATION FITTINGS	250	EA	$7.60	$4.96	$3,140.00	
30	3/4" HUNTER ICV IRRIGATION VALVE	12	EA	$94.21	$42.00	$1,634.52	OR APPROVED EQUAL
30A	1" HUNTER ICV IRRIGATION VALVE	8	EA	$94.21	$42.00	$1,089.68	OR APPROVED EQUAL
30B	1 1/2"HUNTER ICV IRRIGATION VALVE	5	EA	$137.50	$64.00	$1,007.50	OR APPROVED EQUAL
30C	2" HUNTER ICV IRRIGATION VALVE	2	EA	$189.50	$64.00	$ 507.00	OR APPROVED EQUAL
31	3/4" FEBCO 825YA IRRIGATION BACKFLOW	10	EA	$605.00	$95.00	$7,000.00	OR APPROVED EQUAL
31A	1" FEBCO 825YA IRRIGATION BACKFLOW	8	EA	$695.00	$95.00	$6,320.00	OR APPROVED EQUAL
31B	1 1/2" FEBCO 825YA IRRIGATION	5	EA	$1,213.00	$158.33	$6,856.65	OR APPROVED EQUAL

	BACKFLOW						
31C	2" FEBCO 825YA IRRIGATION BACKFLOW	2	EA	$1,330.00	$158.33	$2,976.66	OR APPROVED E
32	HUNTER TURF IRRIGATION HEADS - I25	10	EA	$57.18	$16.25	$734.30	OR APPROVED E
32A	HUNTER TURF IRRIGATION HEADS -I40	10	EA	$87.11	$16.25	$1,033.60	OR APPROVED E
32B	HUNTER TURF IRRIGATION HEADS -2" POP-UPS	25	EA	$3.10	$13.25	$408.75	OR APPROVED E
32C	TURF IRRIGATION HEADS RAINBIRD 1800	10	EA	$2.90	$ 13.25	$161.50	OR APPROVED E
33	LOAM TOPSOIL BACKFILL (33% SOIL, 33% MULCH, 33% MANURE)	5	TON	$49.50	$20.00	$347.50	HAULED, SPRE FINE GRADED
34	3-8" RIVER ROCK	5	TON	$53.00	$22.00	$375.00	HAULED, AND SP
35	PREMIUM SURFACE BOULDER +/- 1/2 TON	5	TON	$108.00	$110.00	$1,090.00	PRICE TO DELIVERY & INST
36	SMALL FAUX BOULDER; AR-021	20	EA	$106.65	$34.00	$2,813.00	BY MONSOON APPROVED EQU
37	MEDIAM FAUX BOULDER; ROCK 014	20	EA	$135.00	$34.00	$3,380.00	BY MONSOON APPROVED EQU
38	LARGE FAUX BOULDER; ROCK 016	20	EA	$213.33	$51.00	$5,286.60	BY MONSOON APPROVED EQU
39	STEEL AGAVE	20	EA	$181.65	$38.00	$4,393.00	BY STEEL AG APPROVED EQU
40	TREE REMOVAL (>25')	10	EA	$220.00	$260.00	$4,800.00	INC. CLEAN UP
40A	TREE REMOVAL (<25')	10	EA	$180.00	$195.00	$3,750.00	INC. CLEAN UP
41	SHRUB REMOVAL	50	HR	$ 36.00	$	$ 1,800.00	INC. CLEAN UP
42	OMIT						
43	3/4" SCREENED MADISON GOLD DECOMPOSED GRANITE W/SITE PREP	1,000	TON	$74.00	$32.00		
44	1 1/4" SCREENED DESERT GOLD DECOMPOSED GRANITE W/ SITE PREP	1,000	TON	$68.00	$32.00		
45	1/4" MINUS MADISON GOLD DECOMPOSED GRANITE W/SITE PREP	250	TON	$60.00	$32.00		
46	1/4" MINUS DESERT GOLD DECOMPOSED GRANITE W/ SITE PREP	250	TON	$45.00	$32.00		
47	TRAFFIC CONTROL	5	DAY	$1050	$0.00		

48¤	COC·UNIFORMED·OFFICER¤	1¤	LS¤	[redacted]	$5,000¤	¶ $5,000.00·¶ ¤	TO· BE· PAID· AT· ACTUAL· AMOUNT·BILLED¤
49	CONCRETE PAVER INSTALLATION ON COMPACTED 2" AB W/ SAND SWEPT JOINTS	5,000	SF	$ 4.15	$ 2.50	$ 33,250.00	BELGARD CATALINA TYPE OLD TOWN BLEND, RANDOM ASHLAR PATTERN OR APPROVED EQUAL
50	IRRIGATION DESIGN	PER	HR	$	$65.00	$ 65.00	
51	LANDSCAPE DESIGN	PER	HR	$	$65.00	$ 65.00	
52	#4 REBAR, 6" WIDE REINFORCED CONCRETE HEADER CURB	1,000	LF	$ 7.08	$	$ 7,080.00	OR APPROVED EQUAL
53	24" BACKFLOW CAGE/ENCLOSURES	10	EA	$ 737.84	$ 45.00	$ 7,828.40	GUARDSHACK OR APPROVED EQUAL
53A	30" BACKFLOW CAGE/ENCLOSURES	10	EA	$ 808.01	$ 45.00	$ 8,530.10	GUARDSHACK OR APPROVED EQUAL
53B	36" BACKFLOW CAGE/ENCLOSURES	10	EA	$ 872.00	$ 45.00	$ 9,170.00	GUARDSHACK OR APPROVED EQUAL
53C	48" BACKFLOW CAGE/ENCLOSURES	10	EA	$ 1,035.00	$ 45.00	$ 10,800.00	GUARDSHACK OR APPROVED EQUAL
53A	BACKFLOW CAGE/ENCLOSURES W/ CONCRETE BASE WORK	5	EA	$ 572.00	$ 65.00	$ 3,185.00	GUARDSHACK OR APPROVED EQUAL
54	2" BORING	250	LF	$ 55.00	$	$ 13,750.00	
55	2 1/2" BORING	100	LF	$ 62.00	$	$ 6,200.00	
56	3" BORING	100	LF	$ 68.00	$	$ 6,800.00	
57	Edge preparation for adding decomposed granite	1000	LF	$	$ 0.95	$ 950.00	
58	Emergency Call response additional fees (resulting from tree removal storm events)	5	EA	$ 0.00	$ 285.00	$ 1,425.00	

City Council Memorandum Public Works & Utilities Memo No. ST24-003

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Rosalinda Berrelleza, Senior Management Analyst
Subject: Agreement No. PW0-745-4123, Amendment No. 5, with M.R. Tanner Development and Construction, Inc., for Street Maintenance and Repair Services

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Proposed Motion:

Move City Council approve Agreement No. PW0-745-4123, Amendment No. 5, with M.R. Tanner Development and Construction, Inc., for street maintenance and repair services, increasing the spending limit by $865,950.

Background/Discussion:

The City's Transportation Division has an established pavement management restoration and repaving program that addresses the preventative maintenance and rehabilitation needs for the City-maintained roadway sections. This program includes asphalt patching, maintenance, and repair work on roadway sections that are in relatively satisfactory condition. Asphalt patch, maintenance, and repair work is performed as needed on the City's arterial, collector, and local roadway sections. The volume and scope of asphalt repairs to be completed by the Transportation Division routinely exceeds the capacity of existing crews and equipment. The City also maintains approximately 130 miles of alleys. The majority of these alleys are paved with asphalt millings, with approximately eight miles of typical asphalt paving. This agreement will be used to complete alley maintenance such as potholes, dips, and cracks on the eight miles of deteriorated asphalt-paved alley sections.

Evaluation:

On December 12, 2019, City Council approved an agreement with M.R. Tanner Development & Construction, Inc., for street maintenance and repair services, for a one-year period, with the option of up to four (4) additional one-year extensions. The contract was renewed through December 31, 2023, and the current term of this agreement is still in effect. However, staff is requesting an increase to the spending limit that was previously approved by City Council. All other terms of the original agreement remain the same.

Financial Implications:

Increasing the spending limit by $865,950 will result in a revised total contract amount not to exceed $2,420,950.

Fiscal Impact

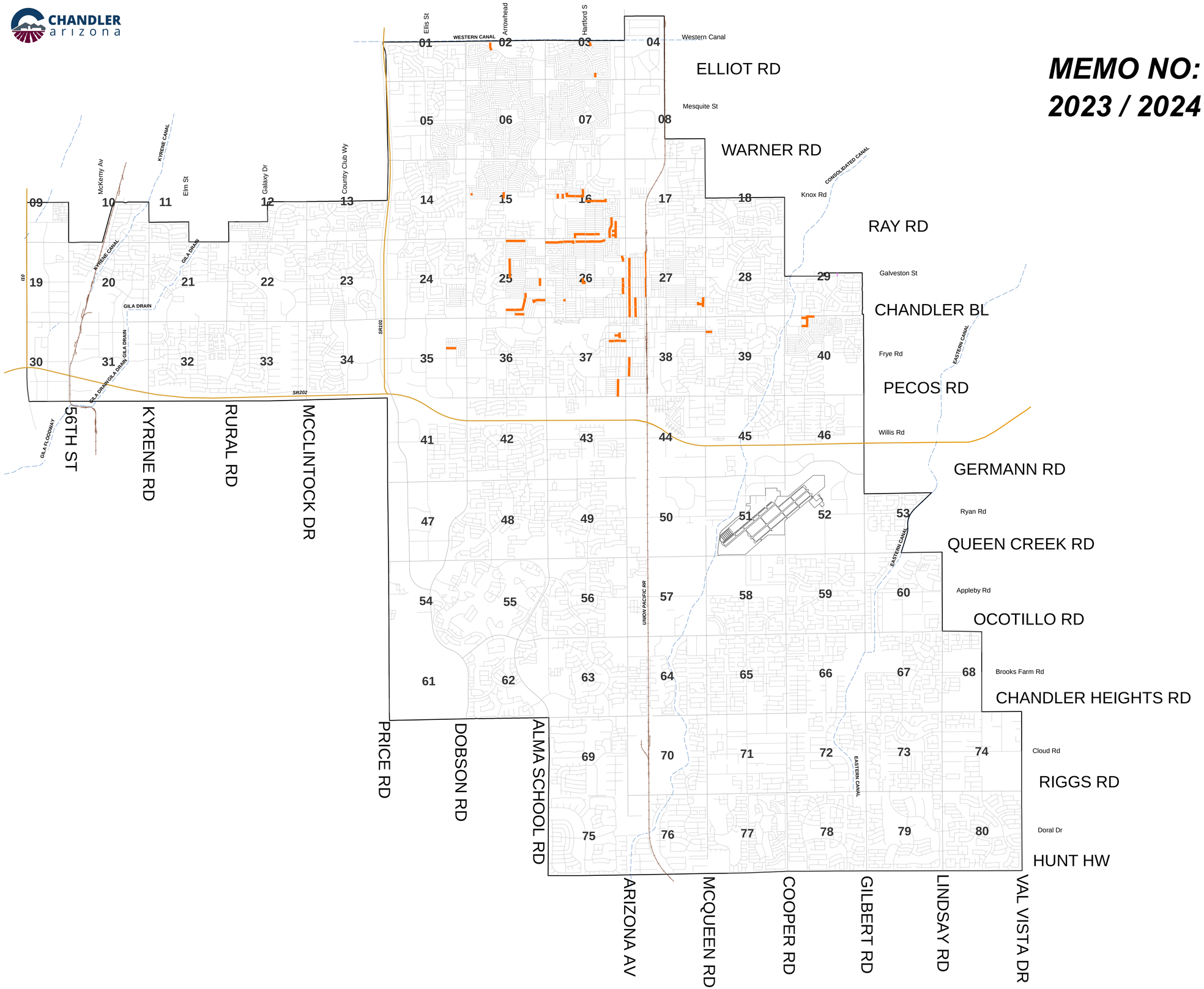
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6210.6ST775	General Government Capital Projects	Alley Repaving	$865,950	Y

Attachments

Location Map

Amendment - M.R. Tanner

MEMO NO: ST24-003
2023 / 2024 ALLEY RE-PAVING



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City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
STREET MAINTENANCE AND REPAIR SERVICES
CITY OF CHANDLER AGREEMENT NO. PW0-745-4123

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 M.R. Tanner Development & Construction, Inc, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2023 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for street maintenance and repair services (Agreement); and

WHEREAS, the term of the Agreement was January 1, 2020, through December 31, 2020, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to add additional funds to the current term of the Agreement.

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 is amended to increase the annual spending limit by $865,950, for a revised not to exceed amount of $2,420,950, for the term ending December 31, 2023, per pricing set forth in Exhibit B of Amendment No. 1, which is incorporated into and made a part of this Amendment No. 5 by this reference.

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: _____Mayor_____

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Alan Evans

Its: President

City Council Memorandum Public Works & Utilities Memo No. ST24-001

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Rosalinda Berrelleza, Senior Management Analyst
Subject: Agreement No. PW2-988-4516, Amendment No.1, with BrightView Landscape Services, Inc., for Landscape Maintenance Areas 1 through 4

Proposed Motion:

Move City Council approve Agreement No. PW2-988-4516, Amendment No.1, with BrightView Landscape Services, Inc., for landscape maintenance areas 1 through 4, in an amount not to exceed $2,756,902, for a one-year period, August 22, 2023, through August 21, 2024.

Background/Discussion:

The City's Transportation Division is responsible for landscape maintenance of over 400 acres of property within the City. Work under this agreement includes trash pickup, weed control, irrigation repair, fertilization, tree trimming, mowing, and pruning/trimming for arterial street rights-of-way, medians, City-owned lots, and retention basins. This agreement also includes landscape maintenance for the Loop 101 Price Freeway frontage roads, Chandler Mall Transit Center, Chandler Airport terminal area, bus rapid transit stations, and a large portion of the McQueen Yard, located at 975 E. Armstrong Way. The areas described above are known as landscape areas 1 through 4.

Of note, this contract addresses routine and ongoing maintenance of the aforementioned areas. It does not, however, include unplanned or emergency services such as rehabilitation/replacement of landscape areas due to storm damage, automobile accidents, or other such events. Those services are covered under a separate contract, which also appears on this City Council agenda.

Evaluation:

On August 18, 2022, City Council approved an agreement with BrightView Landscape Services, Inc., for landscape maintenance areas 1 through 4, for a one-year period, with the option of up to four (4) additional one-year extensions. The contractor has agreed to extend for one additional year at the same terms, conditions, and pricing. Staff recommends extension of this agreement for the term of August 22, 2023, through August 21, 2024. This is the first extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3300.5219	General Fund	Other Professional Services	$2,756,902	N

Attachments

Amendment - BrightView

DocuSign Envelope ID: 92B3D530-2A02-4FCB-9241-569D525ECBE1

City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
LANDSCAPE SERVICES AREAS 1-4
CITY OF CHANDLER AGREEMENT NO. PW2-988-4516

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 BrightView Landscape Services, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2023 (Effective Date).

RECITALS

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

WHEREAS, the term of the Agreement was August 22, 2022, through August 21, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

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

2. Section III is amended to read as follows: The Agreement is extended for a one-year period August 22, 2023, through August 21, 2024.

3. Section IV 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. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $2,756,902.

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

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Nick Perez

Its: Branch Manager

City Council Memorandum Public Works & Utilities Memo No. CP24-002

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Kimberly Moon, Capital Projects Manager
From: Sandra Story, Engineering Project Manager
Subject: Professional Services Agreement No. WA1802.201, with Stantec Consulting Services, Inc., for the Central Arizona Project (CAP) Arizona Water Production Facility Site Improvements Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WA1802.201 to Stantec Consulting Services, Inc., for the Central Arizona Project Arizona Water Production Facility Improvements Design Services, in an amount not to exceed $213,800.

Background/Discussion:

The Central Arizona Project (CAP) Arizona Water Production Facility (AZ WPF), located at 350 E. Chilton Drive, was constructed in 1986 to allow the City to receive CAP water through the City of Mesa. Technical challenges existed with the water conveyance, and since there was no suitable water source for CAP AZ WPF, it was taken out of service in 2013. In 2019, Salt River Project (SRP) approached the City with a proposal to drill a new well on this site that will be utilized for shared use with SRP under the existing Water Delivery Use Agreement. The new well will be mutually beneficial with first priority use to the City's water system or by discharging into the adjacent Western Canal for SRP.

Water Quality testing will be performed during the drilling operation to determine if the water meets the standards into the City's water distribution system. If the well is deemed suitable for use, a second agreement for well equipping will be brought forward for City Council consideration at a future meeting. Prior to the drilling of

the new well, the existing site will require designed improvements.

The project scope of work consists of the design, permitting, and development of construction documents. The design will be related to earthwork, berm removal, grading and drainage, and site security improvements. The agreement completion time is 240 calendar days following Notice to Proceed.

A related Resolution for a Design and Construction Agreement with SRP, for the CAP AZ WPF Site Improvements, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Water Wastewater Services. Staff recommends approval of this agreement with Stantec Consulting Services, Inc., 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
605.3820.6713.0000.6WA034	Water Operating	Well Construction / Rehabilitation	$213,800	Y

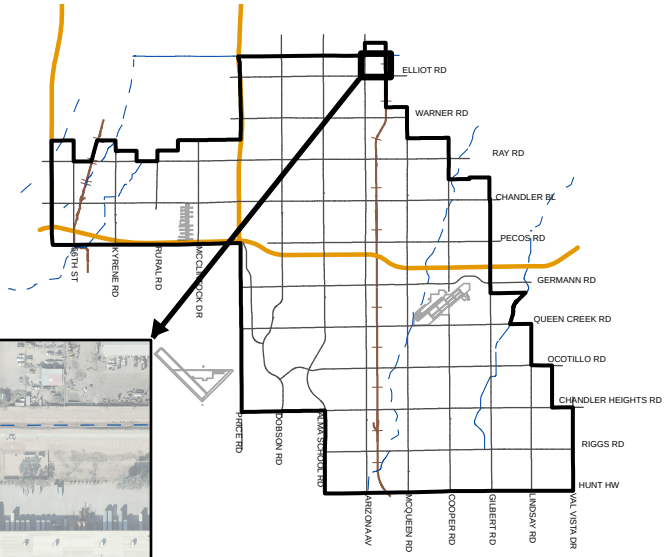
Attachments

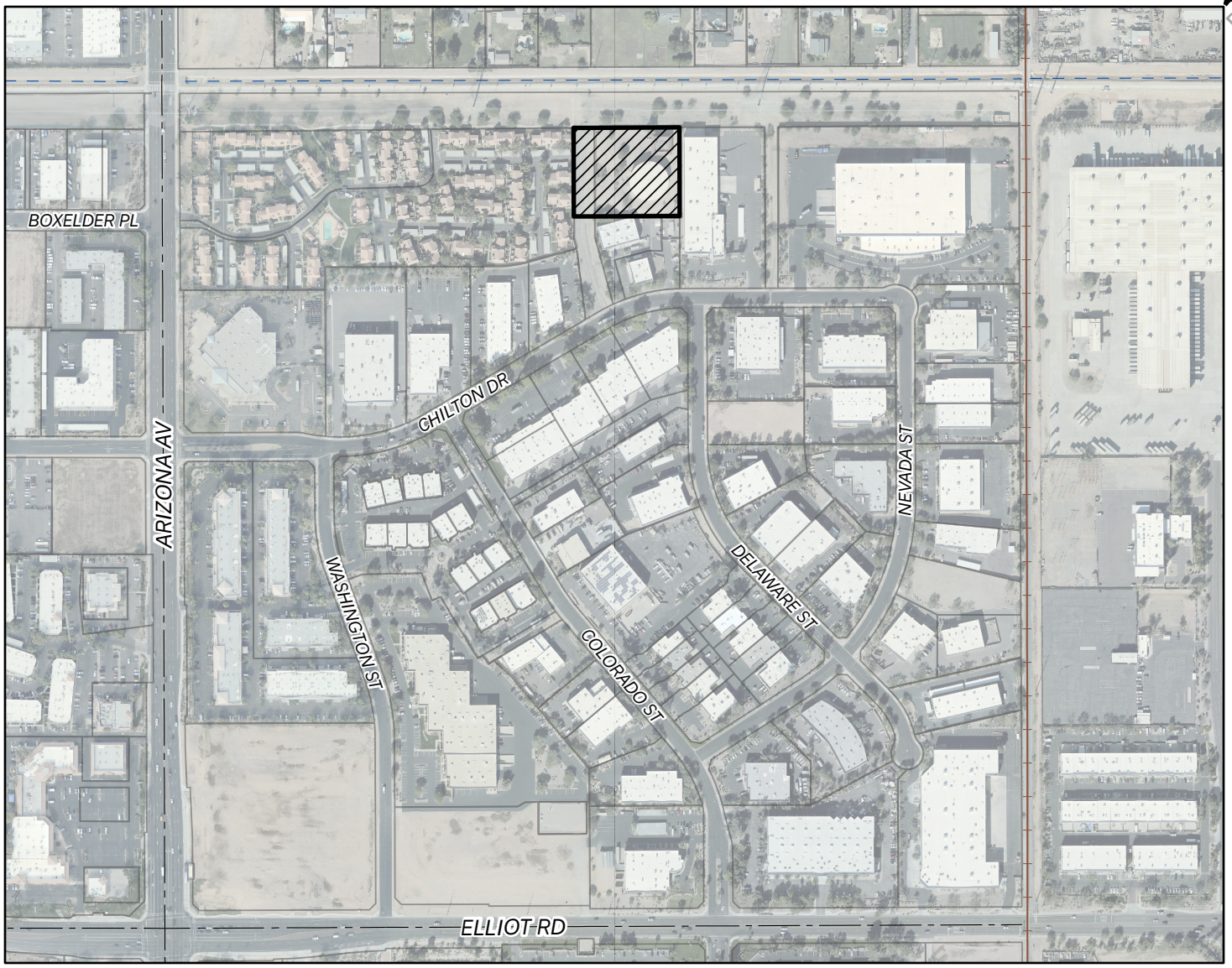
Location Map

Agreement

CHANDLER arizona

CAP/AZ WATER
PRODUCTION FACILITY IMPROVEMENTS
PROJECT NO. WA1802.201





MEMO NO. CP**24-002**

PROJECT SITE

NTS

ChanGIS

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PROFESSIONAL SERVICES AGREEMENT
Design Services
CAP AZ WATER PRODUCTION FACILITY SITE IMPROVEMENTS

Project No. WA1802.201

Council Date: July 20, 2023 Item No.

This Agreement ("Agreement") is made and entered into on the _____ day of_____, 2023 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Stantec Consulting Services, Inc.**, a New York corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **CAP AZ WATER PRODUCTION FACILITY SITE 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 enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

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 **240** 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 **$213,800** 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: Kimberly Moon, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3349 Email: kimberly.moon@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Sandy Story, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3588 Email: Sandra.story@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Stantec Consulting Services Inc.
	Mailing Address:	3133 W. Frye Road, Suite 300 Chandler, AZ 85226
	Physical Address:	
	Statutory Agent Name:	Corporation Service Company
	Statutory Agent Mailing Address:	8825 N. 23rd Avenue, Suite 100 Phoenix, AZ 85021
	Statutory Agent Physical Address:	
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Maria Brady
	Title:	Sr. Principal, Water
	Phone:	480-231-0465
	Email:	Maria.brady@stantec.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or

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

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

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

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 an Agreement to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

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

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

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

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

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

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 – Subconsultant Documents (if applicable)
Exhibit F - Federal Requirements (if applicable)

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

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

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

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

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

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

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

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

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:

Digitally signed by Kimberly Moon
DN: C=US, E=Kimberly.Moon@ChandlerAZ.gov, O=City of Chandler, OU=Capital Projects Division, CN=Kimberly Moon
Date: 2023.06.27 15:34:06-07'00'

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
Stantec Consulting Services, Inc.

Signature Date

Digitally signed by Maria Brady
DN: C=US, E=maria.brady@stantec.com, O=Stantec Consulting Services Inc., OU=Water, CN=Maria Brady
Date: 2023.06.27 14:27:50-07'00'

Print Name

Title

maria.brady@stantec.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

WA1801.201 - CHANDLER CAP ARIZONA WPF SITE IMPROVEMENTS

EXHIBIT "A"

SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE:

1.1. Stantec Consulting Services Inc (Stantec) will provide services for the design, permitting, and development of construction documents, and may provide additional services for specified construction administration, if requested by the City of Chandler (City) for the development of approximately 90,000 SF (~ 2 acres) of an existing water production facility for the drilling of a Salt River Project (SRP) well located at 350 East Chilton Drive, Chandler, Arizona more specifically described herein below.

1.2. The purpose of this project is to design site improvements for a proposed SRP well on Chilton Dr. The project will follow City design guidelines for grading, drainage, structures, and other applicable standards. The existing site footprint will be expanded, graded, and include drainage and perimeter wall improvements.

1.3. The project investigation and design will be paid on a time and materials basis not to exceed $201,915 (see Exhibit B).

1.4. An allowance of $15,000 has been included to address any unforeseen additional costs or minor scope modifications that may be required for the City. Use of the allowance will be solely at the discretion of the City and will only be utilized if directed by the City Project Manager.

1.5. Stantec will provide design services for site grading & drainage and wrought iron fencing. It is anticipated that impacted landscaping will be removed and disposed of. In general, Stantec proposes to collect site data to prepare base mapping that will include the utilities, property data and general information about the existing conditions. Stantec will then prepare a design report, proposed demolition plan, grading & drainage plan, fencing plan and produce a 30% submittal. This submittal will be reviewed with the City to confirm site preparation efforts, property owner coordination, right-of-way requirements, and general concurrence from the City to proceed with the design. Design will then commence to a pre-construction set of plans and specifications known as the 90% submittal. These plans and specs will be submitted to the City for review. Comments will be incorporated into the pre-final "permitting" submittal and submitted to the City Development Services Department for environmental and installation permits. Upon receipt of the permit comments, Stantec will conduct a comment resolution meeting with City staff and permit reviewers to resolve comments. Final plans will be prepared for construction and submitted to the City. Stantec will provide bid assistance.

2. ASSIGNMENT:

2.1. The design contract has been awarded to Stantec based on our proposed personnel and selected consultants. Those persons listed in Exhibit B are key personnel for this project. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

3.1. The overall schedule for the project is 237 calendar days from the Notice to Proceed.

3.2. Stantec will adhere to the Project Schedule described herein and such schedule will not be modified or deviated from without written consent of City. Stantec will revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule if feasible. Stantec will take reasonable actions necessary to get the project back on schedule and City will cooperate to assist Stantec.

Deliverables:

- Design Project Schedule in PDF format.

4. QUALITY CONTROL:

4.1. Stantec will maintain records of reviews conducted for all deliverables, roles and responsibilities for team members, procedures for checking calculations and other work products, and use of project tools to include activities needed for preparation of detailed design work and construction documents.

5. PROJECT MANAGEMENT, PROGRESS REPORTS, AND INVOICES:

5.1. Invoices and Progress Reports

a. Stantec will prepare monthly invoices and progress reports. All efforts will be billed on a time and materials basis. The invoice will identify the contract number and use the City standard invoice request form.

b. Formal progress reports will document work completed during the previous month, anticipated work upcoming in the current month, outstanding project issues requiring resolution and project schedule status. Progress reports will document percent complete for each individual work task assigned. When 75% of budget is expended, a specific notice will be included to alert the City.

Assumptions:

The level of effort for these activities is estimated at three (3) hours a month.

5.2. Meetings

a. **Project Kickoff:** Stantec will lead a one (1) hour in-person meeting with the City to be attended by the Project Manager, Project Technical Lead, and Project Engineer to kick off the project and review the schedule.

b. **Coordination meeting(s) with utility owners**: Stantec will conduct up to two (2), one (1) hour virtual or in person coordination meetings with the City and utilities to address coordination requirements with the affected utilities. These meetings will be attended by Project Technical Lead and Project Engineer

c. **30% Design Review Meeting:** Stantec will lead a one (1) hour in-person meeting with the City to review project status as noted in Section 11. This meeting will be attended by the Project Manager, Project Technical Lead, and Project Engineer.

d. **Coordination meetings with City:** Following the 30% comment resolution meeting until the 90% submittal, Stantec will conduct three (3) meetings with City Project Manager and staff. Meetings are anticipated to be 30-minute virtual meetings with Stantec Project Manager, Project Technical Lead, and Project Engineer. A decision log will be updated during these meetings, but formal meeting minutes will not be required.

e. **90% Comment Resolution Meeting:** Stantec will lead a one (1) hour in-person meeting with the City to review responses to MUD comments as noted in Section 11. This meeting will be attended by the Project Manager, Project Technical Lead, Project Engineer, and Design Technician.

f. **Permitting Submittal Comment Resolution Meeting:** Stantec will lead a one (1) hour virtual meeting with the City to review final comments as noted in Section 11. This meeting will be attended by Project Technical Lead and Project Engineer.

Assumptions:

The City will be paying permit fees directly.

Deliverables:

- Meeting agendas, meeting minutes, and any additional materials necessary for meeting discussion.

5.3. Project Coordination

a. Stantec will coordinate with team, subcontractors, and governmental entities and/or utility owners including, but not limited to Chandler, Mesa, SRP, and Maricopa County

to deliver a successful completion of design, plan delivery, and permitting, of the site improvements.

Assumptions:

No public outreach or public meetings will be required for this project.

6. PRELIMINARY RESEARCH:

6.1 For preliminary research before preparing the project design, Stantec will:

a. Perform a document search for rights-of-way.

b. Perform a document search for survey ties and benchmarks.

c. Perform a document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.

d. Perform a document search for utility as-builts.

e. Research all utility companies/agencies and acquire all available as-built and utility records.

f. Investigate existing conditions, make measured drawings as part of design, verify accuracy that drawings reflect data provided, and incorporate information provided by the City and utilities.

g. Stantec will coordinate with the City to verify whether pedestrian access to the Western Powerline Trail and if fire access to the Discovery At Daybreak (MCR# 268-08) neighborhood will need to be maintained.

Assumptions:

It is assumed that no utility improvements to the Chandler water distribution system is necessary.

Pre-design coordination regarding the bike trail pedestrian access and with the fire department regarding the fire access to Discovery at Daybreak will be conducted by others.

It is assumed that there will be no improvements to the pavement or the drainage channel from East Chilton Drive to the existing south CMU wall at the site.

7. UTILITY/AGENCY COORDINATION:

7.1. Coordination with utility companies and agencies will be in accordance with the latest version of the “Public Improvement Project Guide” (PIPG).

7.2. Stantec will identify potential utility conflicts during the initial stages of the design process.

7.3. Stantec will submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.

7.4. It is not anticipated that any utilities will require relocation to accommodate the site improvements. However, if required, Stantec will provide easement recommendations for these utilities early in the design stage of the project and provide necessary information to others. If utility relocation is required, it is assumed that the utility will complete the design and construction in advance of the site improvement construction. Legal descriptions can be added under the Owner's Allowance if so directed by the City.

7.5. Stantec will track utility coordination requirements for utilities that do not require relocation but do require protection in-place and/or other special conditions.

7.6. Stantec will collect and log letters of "no conflict" from utilities as identified by the utility.

7.7. Stantec will conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules, if required. A maximum of two 1-hr meetings have been assumed for the project technical lead and for the project engineer.

7.8. Stantec will follow-up with the final design submittal for utility construction and coordination with the bid documents.

7.9. Stantec will incorporate the utility/agency private developer construction requirements into the bid documents.

8. SURVEY:

8.1. Stantec will collect the topographical and right of way survey for the project site. Conventional ground-based data collection shall include existing conditions along the entire alignment including existing utility locations, existing features (walls, buildings, irrigation channels, etc.), right of way delineation and existing ground elevations up to 50-feet on all sides of the proposed site improvement footprint.

8.2. Control points will be established for horizontal and vertical datum to be used as baseline for design and construction. Stantec will provide base mapping showing the control points and existing conditions as established by the survey.

Assumptions

- The Horizontal Datum and Vertical Datum will be based on the City's UDM system.

- The Vertical Datum will be based on NAVD 88 with ties to City of Chandler Benchmarks as available

8.3. Stantec will provide one (1) legal description for the parcel regarding the expansion of the existing parcel already owned by the City.

Assumptions

- Excluded is the negotiation, legal paperwork, and fees associated with the any legal transfer of ownership or platting of easement that may be required. This shall be performed by the City or preferred subcontractor if requested by City.
- It is assumed that no private party easements will be required.
- No utility ROW documents have been assumed to be required but can be provided if requested by the City.

Deliverables:

- All deliverables will be provided in pdf form electronically.
- Additionally the native files will be provided upon project completion, if requested:
    - 2D/3D CAD Base-map in AutoCAD Civil 3D format
    - DTM Surface in AutoCAD Civil 3D format
    - .xml surface data
    - One (1) legal description of parcel
    - Georeferenced Ortho Image, (0.32-pixel aerial form Maricopa County dated 2020)
    - ASCII Point Files

9. GEOTECHNICAL INVESTIGATION:

9.1. Stantec has selected Alpha Geotechnical & Materials (Alpha) to provide geotechnical investigation. Alpha will provide recommendations for construction for the existing ground conditions. Stantec will work with Alpha to establish a boring locations map.

9.2. Sub-surface soil conditions, established by the geotechnical investigations, will be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.

9.3. The geotechnical investigation will consist of 2 borings with advanced to depths of 10 to 15 feet or auger refusal and an infiltration test. It is anticipated that the 2 to 4

feet of material will be removed from the retention site and the infiltration test conducted at that depth. Laboratory tests will be performed on the samples and results put into report format. Additional details can be found in the proposed Alpha proposal. Details will be finalized prior to proceeding with the work.

Deliverables:

- Geotechnical Report

10. FIELD SITE VISITS:

10.1. Stantec will conduct one (1) site visit consisting of walking the entirety of the project alignment to confirm survey, note needed additional survey, verify that existing conditions, and identify any conditions that could potentially affect the project. The Project Engineer and the Designer will conduct the field visit. The site visit will precede the 90% submittal to verify existing conditions have been correctly captured on the plans.

10.2. Stantec has selected Al Field & Associates (Al Field) to pothole specific utility locations. Al Field has noted that a minimum of 12 holes will be required for the provided per hole pricing; therefore, per hole cost may be more than listed, but the total will not exceed the proposal estimate.

Assumptions:

- The site visit, with travel time, will have a total duration of four (4) hours each to be attended by Project Technical Lead and Project Engineer

11. DESIGN DOCUMENTS

11.1. Design Report:

a. Stantec will prepare a Design report, including drainage calculations, to document technical and engineering decisions which will be used as the basis for development of detailed design. This will be prepared for submission for permitting applications.

11.2. Design Drawings

a. Stantec will prepare base maps from survey, existing conditions, and utility record drawings.

b. Stantec will develop a Civil 3D base file for the design drawings from spot elevation information, benchmarks, and data collected during the topographic survey. This will be updated upon utility coordination meetings and Bluestake markings picked up.

c. Stantec will prepare plan, profile, and detail drawings for the project site including trenching, pavement and surfacing, pipe locations, and relevant information obtained through the Survey, Geotechnical borings and field investigation, and Utility Coordination and pothole investigation tasks.

d. Drawings will be prepared in AutoCAD Civil 3D version 2021.

e. It is assumed that 22” x 34” sheets will be used with plan and profile sheets using a scale of 1” = 20’ horizontal and 1” = 2’ vertical. It is estimated that 14 sheets will be required for the project (see attached table).

Table 1 - Chandler CAP Arizona WFP Drawing List		
Sheet #	**Dwg #**	**Title**
General		
1	G-1	Cover Sheet - Site View, Vicinity map & Drawing Index
2	G-2	Project Notes
3	G-3	Abbreviations and Legends
4	G-4	Survey Control
Civil		
5	C-1	Site and Location Plans
6	C-2	Demolition, Abandonment, and Removals Plan
7	C-3	Grading and Drainage Plan
8	C-4	Access Road and Wrought Iron Fence Layout
9	C-5	Storm Drain Plan and Profile
10	C-6	Civil Details I
11	C-7	Civil Details II
Structural		
12	S-1	General Structural Notes
13	S-2	Screen Wall Sections and Details
14	S-3	Miscellaneous Details I

11.3. Specifications

a. Stantec will prepare technical specifications based on City of Chandler Standard Details, MAG Standard Details, and Stantec CSI specifications in that order.

11.4. Engineer’s Opinion of Construction Cost (OPCC)

a. Stantec will develop a schedule of values and an AACE Class 2 Estimate for the construction elements.

Deliverables

- Electrical engineering service, namely site lighting and security, will be provided by SRP during well drilling and equipping. Therefore, no electrical design services by Stantec will be required.

- Stantec will prepare a 30% submittal which will consist of a draft design report, base mapping, demolition plan, grading and drainage plan, and a draft OPCC for City staff and Development Services review in a one (1) hour progress meeting. The City will have twenty (20) business days for review.

- Stantec will update the plans, specifications, OPCC, and design report incorporating 30% comments from the City. Stantec will prepare an 90% submittal which will consist of plans, specifications, design report, and an updated OPCC. The City will have twenty (20) business days for review. Upon receipt of comments Stantec will review all comments and provide a preliminary response. Stantec will then hold a comment resolution meeting with the City as noted in Section 5 to address and finalize any issues.

- Stantec will update the plans, specifications, OPCC, and design report incorporating City comments. Stantec will prepare a pre-final submittal for permit review by the City Development Services and MCESD (if necessary). All plans, OPCC, calculations and specifications will be stamped. It is anticipated that City Development Services and MCESD (if necessary) will provide comments within approximately twenty (20) working days. However, this element is not entirely within Stantec control and schedule may need to be modified. If required due to comments, Stantec will revise and resubmit plans or specific sheets to permitting entities for approval to construct.

- Upon receipt of all comments, Stantec will review comments and provide preliminary responses in a comment response log and update the plans, permitting submittal, and specifications as needed. Stantec will hold a comment resolution meeting with the City as noted in Section 5 to review comments and document final design plan changes.

- Stantec will provide final design report, final plans, specifications, and OPCC ready to Issue for Construction (IFC) and bidding.

- All deliverables will be provided in pdf form electronically. Each subsequent deliverable will include response to comments from prior submittals.

Assumptions:

- Plans will be submitted at 30% to both the City and Development Services. The intent at 30% is to base mapping, review pavement and surface treatments, stormwater conveyance and retention design, wrought iron fencing, and grading design of the site to proceed to 90% submittal.

- Submittals to Development Services are on-line and require 20 days for review.

- 30% and 90% will be submitted in electronic format only.

12. JOC COORDINATION & GMP DEVELOPMENT:

12.1. If applicable, this project may be constructed using a job order contract with one of the City's pre-selected contractors. It is anticipated that the JOC will be selected prior to the 30% submittal and will participate in the reviews of the plans and specifications.

12.2. Stantec will visit the site with the Contractor to review the site and the initial work effort during the plan preparation to allow Contractor input on the constructability issues for the project and to solidify level of effort for GMP.

12.3. Assist JOC in the preparation of schedule of values. This schedule of values will be used in the development of the OPCC as well as the Contractors GMP for the project. The schedule will allow direct comparison between the Stantec's expectation for the level of effort for the project with the Contractors.

12.4. Stantec will collect Contractor comments at 30% and 90% for review with the City and will incorporate comments as directed by the City.

Assumptions:

- Estimated level of effort for periodic site reviews is up to three (3) site visits with up to 2 hours for each visit for project technical lead and project engineer.

13. Reimbursables/Allowances:

Stantec will provide geotechnical, potholing, SRP coordination, printing and travel at a time and materials basis up to the estimated limit.

An Owner's Allowance is also included but will only be used with additional approval from the City.

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task
WA1801.201 Chandler CAP Arizona WFP Site Improvements

	TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope			
Task 2.0 Assignment			
Task 3.0 Project Schedule			**$ 1,067.00**
Task 4.0 Quality Control			**$ 6,996.00**
Task 5.0 Project Managment, Progress Reports, and Invoices			**$ 22,092.00**
5.1	Invoices and Progress Reports	*$ 5,336.00*	
5.2	Meetings	*$ 10,344.00*	
5.3	Project Coordination	*$ 6,412.00*	
Task 6.0 Preliminary Research			**$ 2,922.00**
Task 7.0 Utility/Agency Coordination			**$ 9,584.00**
Task 8.0 Survey			**$ 23,216.00**
8.1	Survey Lead + Field Survey Crew Time	*$ 17,300.00*	
8.2	Establish Control Points and Prepare Base Map	*$ 1,780.00*	
8.3	Legals	*$ 4,136.00*	
Task 9.0 Geotechnical Investigation			**$ -**
Task 10.0 Field Visit			**$ 1,548.00**
10.1	Pothole Map and Potholing Coordination	*$ 1,548.00*	
Task 11.0 Design Documents			**$ 80,459.00**
11.1	Design Report	*$ 14,054.00*	
11.2	Design Drawings	*$ 60,065.00*	
11.3	Specifications	*$ 3,670.00*	
11.4	OPCC	*$ 2,670.00*	
Task 12.0 Bid & Award			**$ 12,716.00**
12.2	Periodic Site Visits	*$ 4,544.00*	
12.3	JOC Coordination & GMP Development	*$ 8,172.00*	
ALLOWANCES			**$ 53,200.00**
13.1	Printing Expenses at Direct Cost	*$ 300.00*	
13.2	SRP Coordination	*$ 5,000.00*	
13.3	Travel	*$ 7,900.00*	
13.4	Sub-consultant for Geotechnical Investigation	*$ 8,000.00*	
13.5	Subconsultant for Utility Pothole Locations	*$ 17,000.00*	
13.6	Owner's Allowance	*$ 15,000.00*	
	TOTAL COST:		**$ 213,800.00**

EXHIBIT "B-2"
Hours and Rates
WA1801.201 Chandler CAP Arizona WFP Site Improvements

		PM	Proj Tech Lead	Project Engineer	Designer	QA/QC	Survey Lead	Survey Designer	Survey Crew	Asst PM	< PROJECT ROLE	
		Maria Brady	Gary Brady	Todd Crouthamel	Darwin Senum	Bernie Poppenga	Tony Cuomo	Rick Carr	Contract Crew	Elizabeth Hamblin	<Staff Member	
		$ 267.00	$ 250.00	$ 187.00	$ 200.00	$ 238.00	$ 250.00	$ 178.00	$ 185.00	$ 200.00	< HOURLY RATES	
TASK DESCRIPTION											**TOTAL HOURS PER TASK**	
Task 1.0 Project Description & Scope												
Task 2.0 Assignment												
Task 3.0 Project Schedule		**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**		**5**
Task 4.0 Quality Control		**2**	**3**	**0**	**0**	**24**	**0**	**0**	**0**	**0**		**29**
Task 5.0 Project Managment, Progress Reports, and Invoices		**24**	**18**	**32**	**2**	**0**	**0**	**0**	**0**	**24**		**100**
5.1	Invoices and Progress Reports (8 months)	8	0	0	0	0	0	0	0	16	24	
5.2	Meetings	12	12	20	2	0	0	0	0	0	46	
5.3	Project Coordination	4	6	12	0	0	0	0	0	8	30	
Task 6.0 Preliminary Research		**0**	**4**	**6**	**0**	**0**	**0**	**0**	**0**	**4**		**14**
Task 7.0 Utility/Agency Coordination (City, MCESD, Utilities)		**0**	**8**	**32**	**8**	**0**	**0**	**0**	**0**	**0**		**48**
Task 8.0 Survey		**0**	**0**	**0**	**0**	**0**	**18**	**22**	**80**	**0**		**120**
8.1	Field Survey - Topo and Establish Boundary Control	0	0	0	0	0	10	0	80	0	90	
8.2	Establish Control Points and Prepare Base Map	0	0	0	0	0	0	10	0	0	10	
8.3	Legal Parcel Map Preparation	0	0	0	0	0	8	12	0	0	20	
Task 9.0 Geotechnical Investigation		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
Task 10.0 Field Visit		**0**	**0**	**4**	**4**	**0**	**0**	**0**	**0**	**0**		**8**
Task 11.0 Design Documents		**20**	**66**	**137**	**157**	**0**	**0**	**0**	**0**	**8**		**388**
11.1	Design Report	10	20	32	2	0	0	0	0	0	64	
11.2	Design Drawings (14 Sheets)	10	42	85	155	0	0	0	0	0	292	
11.3	Specifications	0	4	10	0	0	0	0	0	4	18	
11.4	OPCC	0	0	10	0	0	0	0	0	4	14	
Task 12.0 JOC Coordination and GMP Development		**2**	**17**	**36**	**2**	**0**	**0**	**0**	**0**	**4**		**61**
12.2	Periodic Site Visits	0	6	12	0	0	0	0	0	4	22	
12.3	GMP Review and Coordination	2	11	24	2	0	0	0	0	0	39	

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability 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. (Does not apply to Professional Liability coverage.)

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

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

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

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.

2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

3. Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Consultant for each key issued.

4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

6. Consultant’s default under this Section must include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant’s failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars ($1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

N/A

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A

City Council Memorandum Public Works & Utilities Memo No. CP24-005

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Kimberly Moon, Capital Projects Manager
From: Melanie Sikes, Senior Engineer
Subject: Construction Manager at Risk Agreement No. WW2005.403, Change Order No. 2 – GMP3, with B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements

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Proposed Motion:

Move City Council award Construction Manager at Risk Agreement No. WW2005.403, Change Order No. 2 – GMP3, to B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements, in an amount not to exceed $3,818,381.51.

Background/Discussion:

On April 27, 2023, City Council awarded Construction Manager at Risk Agreement No. WW2005.403 to B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements and Change Order No. 1 – GMP2 was awarded on May 22, 2023. As part of the project, approximately 8,500 linear feet of water mains prioritized for replacement in the 2018 Water Master Plan will be replaced from west of Dobson on Chandler Boulevard east to Chippewa Place. This is the third of three related construction agreements with B&F Contracting, Inc. The agreements are presented separately due to phasing and funding availability, with two of the agreements presented as change orders with a guaranteed maximum price (GMP) to keep the project moving as quickly as possible. The change orders are therefore planned and already included in the Council-approved FY 22-23 and FY 23-24 annual budgets.

The first agreement included the sewer improvements portion of the work. Change

Order No. 1 – GMP2 included the replacement of water mains, valves, fire hydrants, and water services in the intersection at Dobson Road and on the north side of Chandler Boulevard from Dobson Road to Chippewa Place, including long lead water materials for the work on the south side of Chandler Boulevard. This Change Order No. 2 – GMP3 includes labor and equipment for the water improvements on the south side of Chandler Boulevard from Dobson Road to Meadows Drive, fog seal, and pavement markings that will utilize funding allocated in the FY 23-24 budget. Change Order No. 2 also adds the planned 150 calendar days to the contract time to complete this phase of the project for a revised total of 585 calendar days.

The project began construction in May 2023 and continues to be anticipated to be fully complete in the fall of 2024. There will be significant impacts to the public with traffic control required to safely install and rehabilitate the sewer pipes, manholes, and water lines. No major intersection shutdowns are planned. All construction work in proximity to businesses near the Dobson Road and Chandler Boulevard intersection will be paused during the winter holiday season (November 20, 2023 - January 1, 2024). A public relations consultant retained by the City continues to work with businesses and homeowners in the affected area.

Evaluation:

The selection process was followed in accordance with City policy and procedure and State law. Staff recommends Agreement award to B&F Contracting, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach. Staff reviewed the Guaranteed Maximum Price proposal and determined it to be reasonable.

Fiscal Impact

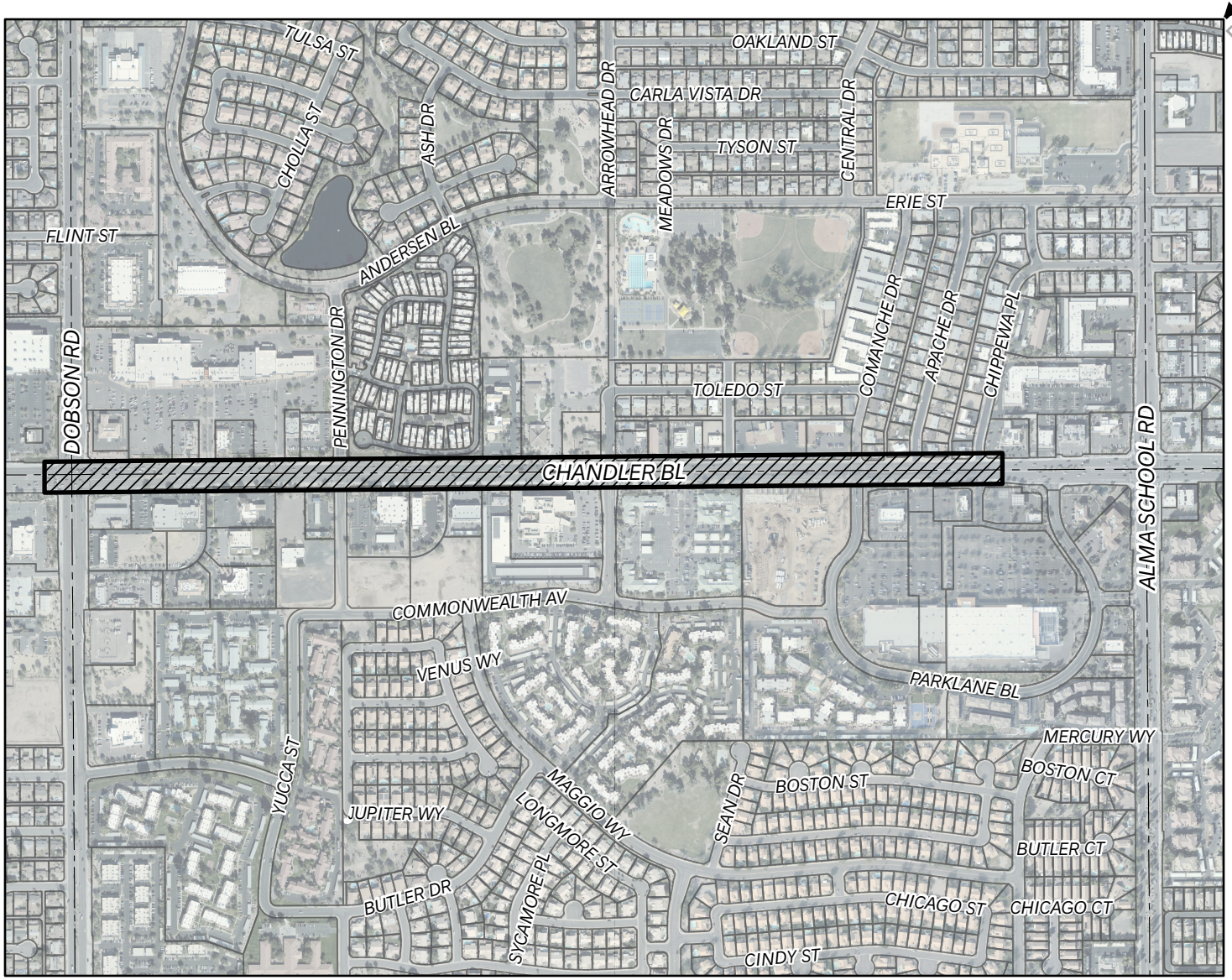
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6210.6WA023	Water Bonds	Main & Valve Replacements	$3,818,381.51	Y

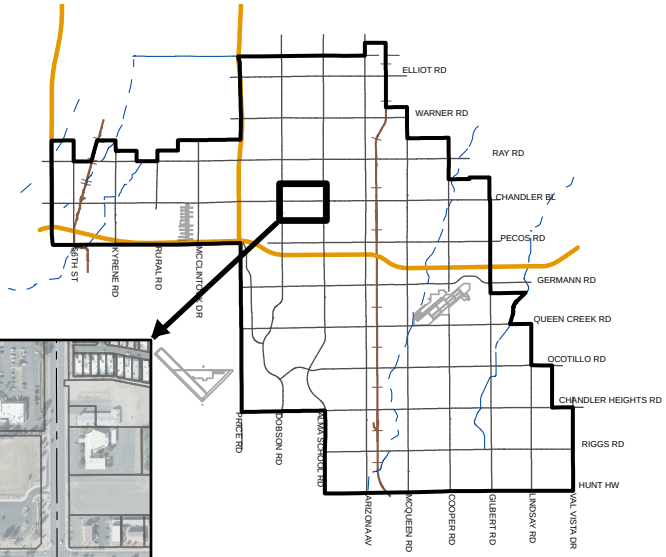
Attachments

Location Map

Change Order - B&F Contracting, Inc.

CHANDLER BOULEVARD AND DOBSON ROAD SEWER AND WATER IMPROVEMENTS PROJECT NO. WW2005.403





MEMO NO. CP**24-005**

PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2023\Capital_Projects_Map_Requests_2023\Capital_Projects_Map_Requests_2023.aprx 4/25/2023 maricelah

CHANDLER arizona
Community of Innovation

CHANGE ORDER NO. 2
DATE 6/16/23

Change Order not valid until signed by both the City and the Contractor. Contractor's signature indicates Agreement herewith, including any adjustments in the Agreement Price or Agreement Time.

Project Name:	**Chandler Boulevard and Dobson Road Sewer and Water Improvements**
Project No.:	**WW2005.403**
User Dept.:	Public Works & Utilities — NTP Date: TBD

TO: **B&F Contracting, Inc.** (CONTRACTOR) — **11011 N 23rd Ave, Phoenix, AZ 85029** (Mailing Address)

bruceb@bfcontracting.com/JOnstott@bfcontracting.com/kelly.haberly@bfcontracting.com
(Email Address)

Contractor must make the following changes to this Agreement: (Detail scope change (Exh. A) / cost breakdown (Exh. B), if needed)

The following contract Change Order represents the GMP 3 for a portion of the water improvements work as presented in the attached Exhibits. The contract time will also be extended an additional 150 calendar days to allow the contractor to perform this portion of the work.

Amendment authorized by Owner name: Jeff Auker by email **Date:** 6/16/2023

Original Agreement amount:	$7,689,563.73
Previous Change Order total:	$7,202,897.39
Last Agreement amount approved by Council:	$14,892,461.12
This Change Order:	$3,818,381.51
This Change Order + previous Change Order(s) not approved by Council total:	$3,818,381.51
Revised Agreement total:	$18,710,842.63

Council Approval Required (yes indicates approval required)	**Yes**	**No**
Change Order(s) total over $100,000:	☒	☐
Change Order(s) total causes Agreement to exceed $100,000:	☒	☐

Agreement Time	
Agreement time prior to this Change Order (including previous change order(s):	435 Calendar Days
Net change resulting from this Change Order:	150 Calendar Days
Revised Agreement time (including this Change Order):	585 Calendar Days

Council Approval (if applicable)

Council Approval Date: 7/20/2023 Item No. _____

THE ABOVE IS AGREED TO BY:

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Digitally signed by Kimberly Moon
DN: C=US, E=Kimberly.Moon@ChandlerAZ.gov, O=City of Chandler, OU=Capital Projects Division, CN=Kimberly Moon
Date: 2023.06.26 13:23:35-07'00'

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONTRACTOR"
B&F CONTRACTING, INC.

6/26/23

Signature Date

BRUCE WAYNE BAILS

Print Name

CEO

Title

BruceB@bfcontracting.com

Signer Email Address

C: Owner / Melanie Sikes

EXHIBIT A

June 15, 2023

Scott Riter – Construction Project Manager
City of Chandler – Public Works & Utilities
215 E Buffalo Street
Chandler, AZ 85225

RE: Name: Chandler Blvd and Dobson Road Watermain Replacement Project
Project No.: WW2005.403

SUBJECT: Construction Manager at Risk – GMP-003

Dear Mr. Riter,

B&F Contracting, Inc. (CMAR) respectfully submits, for your review, our GMP-003 for the Chandler Dobson Watermain Replacement Project. CMAR proposes to complete GMP-003 work in 3 months to substantial completion. Place holders in the project schedule will show the delineation of these areas. The price includes all labor, equipment, material, and services to complete a portion of the work which is delineated on the schedule of values. See the attached schedule of values for reference and supplemental documentation.

Included in this package are the following documents:

- Scope of Work
- GMP Exhibit D
- Schedule of Values
- Cost Detail
- Equipment and Crew Composition
- List of GMP Documents
- Clarifications and Assumptions
- Subcontractor and Material Quotes
- GMP Schedule
- Cashflow Chart
- Risk Register

We are excited about the opportunity to work with the City of Chandler and look forward to discussing this soon. If you or your team have any questions or comments regarding the above items, please contact Josh Onstott at (623)238-3792.

Sincerely,

Josh Onstott

Josh Onstott – Executive Director
Jonstott@bfcontracting.com
B&F Contracting, Inc.

INDEX OF EXHIBITS
CHANDLER BLVD. AND DOBSON ROAD TO CHIPPEWA WATERMAIN REPLACMENT PROJECT

COC Project No.: WW2005.403
GMP-003
[06/15/2023]

- Exhibit D1: Scope of Work
- Exhibit D2: GMP Coversheet
- Exhibit D3: Schedule of Values
- Exhibit D4: List of GMP Documents
- Exhibit D5: Clarifications and Assumptions
- Exhibit D6: GM-001,GMP-002 & GMP-003 Schedule
- Exhibit D7: Cashflow Chart
- Exhibit D8: Risk Register
- Exhibit E: Subcontractor Documents with Contractor Coversheet

EXHIBIT D1: SCOPE OF WORK

CHANDLER AND DOBSON WATERMAIN REPLACEMENT
COC Project Number: WW2005.403
GMP-003
(06/15/2023)

PROJECT OVERVIEW

The project includes the replacement and abandonment of approximately 8,254 LF of 12-inch existing watermain with a new Ductile Iron Pipe main bound by the intersection of Dobson Road and Chandler Blvd and Chandler Blvd and Chippewa on the North Side of Chandler and Chandler and Meadows Drive on the South Side of Chandler Blvd. The project GMP was evaluated by delineating the intersection of Chandler Blvd and Dobson Intersection and all other pipe installed east of the intersection to their respective connections. This project includes the updating of existing services, backflow, and hydrant along the alignment.

SCOPE OF WORK

Chandler Blvd from Dobson Intersection to Chippewa Place: Installation of new 12-inch line that runs parallel with Chandler Blvd.
Chandler Blvd from Dobson to Meadows: Installation of new services, backflows, hydrant, and lateral as identified on the plans. Post installation and testing of the new pipeline, the existing pipe will be abandoned in place.

Construction phase services by the CMAR includes:

- Mill, Sawcut and removal of asphalt.
- Trench excavation.
- Perform water main installation.
- Tie into existing water mains.
- Install Fire hydrant.
- Cleaning and Inspection.
- Pressure Test and Chlorination.
- Coordinate with various City of Chandler departments, other agencies, utility companies, etc.
- Arrange for procurement of materials and equipment.
- Schedule and manage site operations.
- Bond and insure the construction.
- Maintain a safe work site for all project participants.
- As-built records drawings.
- Shutdown planning and coordination.
- Hardscape removal and replacement.
- Landscape restoration at disturbed areas.
- Asphalt Replacement.
- Concrete encasement per the plans.
- Known Utility Protection.
- Striping and Traffic Control.
- Public Outreach.
- SWPP Maintenance.
- Quality Control Testing.
- GPS/GIS field data per (Exhibit GPS Scope and Data Dictionary)

GENERAL ITEMS:

1) Mobilization & Demobilization: (Included in GMP-002)

2) Storm Water Pollution Prevention (SWPP): (Included in GMP-002)

3) Survey (Allowance): (Included in GMP-002)

4) Public Outreach (Allowance): (Included in GMP-002)

5) Remove and Replace Disturbed Pavement Markings
   a) Cost to replace striping that is damaged by construction activities outside the Chandler Dobson intersection which is not covered in the Sewer GMP.
   b) Striping to be completed after item 6 Fog Seal

6) Fog Seal
   a) Fog seal half the street from curb to curb on the roadway that is being disturbed by the water alignment.

7) Place and Fine Grade ABC & Fine Grade Prior To Pavement
   a) Complete a fine grade to ensure ac thickness and compaction is met prior to paving operations.
   b) Quantity growth by direction of City of Chandler Transportation due to pavement line placement will be compensated through contractor's contingency at the unit rate plus applicable mark-ups.

8) Remove and Replace Curb and Gutter MAG Standard Detail 230
   a) Remove and Replace Curb that is damaged by construction activities due to the proximity of the running line to the curb and gutter.
   b) Labor, Equipment, Materials, and Fees to remove to sawcut remove the existing work regrade the area for new curb, compact the subgrade, and install new curb in place post construction of the waterline.

9) Remove And Replace Sidewalk Mag Std Det 230
   a) R&R sidewalk at locations identified on the plans and any activity in the sidewalk.
   b) Equipment, labor, materials, and consumables are included in the price of replacement.

10) Sawcut, Remove, And Replace Pavement MAG Standard Detail 200-1 & 200-2
   a) Sawcut the pavement section for trench excavation.
   b) Remove pavement offsite and associated dump fees.
   c) Milling the trench line for T-Top
   d) Furnish Install trench patch per COC standards.
   e) Crack seal trench edges.
   f) Tack coat on existing asphalt edges.

11) Remove And Replace Sidewalk Ramp in Kind - Identified in Potholing
   a) Equipment, labor, materials, and consumables are included in the price of replacement.
   b) Quantities are based on any time a ramp is encountered in the installation it will be fully replaced in kind.
   c) Estimates based on plans and due to status of ramps and section of replacement the expectation field modification will be made to ensure new concrete identified without existing joints will need to be field directed by the owner / owner representative.

12) Remove & Replace Median
   a) Replace vertical curb in medians based on plan quantity.
   b) This item is to compensate for the concrete replacement and other work in median will be covered through allowances.

13) Remove and Replace Valley Gutter Mag Std Det 240
   a) Demo and remove existing valley gutter and dispose of materials.
   b) Grade and form new valley gutter.
   c) Labor, equipment, and materials to complete the work.

d) Quantities for valley gutter are based on plans.
e) CMAR takeoff for valley gutters based on existing conditions onsite differ from plans. CMAR has excluded this from the GMP direct cost but will carry possible overrun in contractor's contingency.
f) Due to the running line on the waterline like the curb the expectation is that valley gutter will be susceptible to damage from the equipment performing the work. Extra contingency is added to the contractor's contingency to cover this cost.

14) Replace Concrete Bus Bay COC Standard
a) Demo and remove existing valley gutter and dispose of materials.
b) Labor, equipment, and materials to complete the work.
c) Associated haul off and dump fees for concrete.
d) Fine grading and compaction prior to placement.
e) An additional 500 SF was added to the GMP due to damaged panels identified in the design phase potholing efforts.
f) Eco Pan for washout at the yard.

15) 12-inch ACP Abandonment with Grout W/Grout MAG Std Spec 350
a) Crew and materials to add grouting points on pipe for abandonment.
b) Grout crew and pump to complete work.

16) 12-inch CIP Abandonment with Grout (Included in GMP-002)

17) 8-inch ACP Abandonment with Grout W/Grout MAG Std Spec 350
a) Crew and materials to add grouting points on pipe for abandonment.
b) Grout crew and pump to complete work.

18) 8-inch CIP Abandonment with Grout (Included in GMP-002)

19) 6-inch ACP Abandonment with Grout W/Grout MAG Std Spec 350
a) Crew and materials to add grouting points on pipe for abandonment.
b) Grout crew and pump to complete work.

20) Abandon In Place 12-inch Gate Valve in Closed Position Std Det 350
a) Remove surface to square edges and remove risers once valve is in desired position and fill with ½ sack slurry.
b) Crew & Equipment to complete the work.
c) Abandon gate valve in concrete that are not identified to replace concrete will be patch with bag mix 4000 PSI concrete once abandonment is completed.

21) Abandon In Place 8-inch Gate Valve in Closed Position Std Det 350
a) Remove surface to square edges and remove risers once valve is in desired position and fill with ½ sack slurry.
b) Crew & Equipment to complete the work.
c) Abandon gate valve in concrete that are not identified to replace concrete will be patch with bag mix 4000 PSI concrete once abandonment is completed.

22) Abandon In Place 6-inch Gate Valve in Closed Position Std Det 350
a) Remove surface to square edges and remove risers once valve is in desired position and fill with ½ sack slurry.
b) Crew & Equipment to complete the work.
c) Abandon gate valve in concrete that are not identified to replace concrete will be patch with bag mix 4000 PSI concrete once abandonment is completed.

23) Abandon In Place Existing Water Service Line
a) Labor, Equipment and Materials to complete cut and plugs after the new line is in service.
b) Materials include fittings to abandon in place.

c) The corporation stop at the main will remain open and the abandonment will be complete near the meter or private side connection and cut the service below grade to its current running line to 18-inch minimum below grade of the running line is less than 18".
d) The service will be abandoned as deep as possible and closest to the main without creating more surface repair.

24) Remove Existing Water Meter Box and Salvage Meter to City
a) Crew and Materials to remove meter box and meter.
b) CMAR will contact City of Chandler Water Distribution and deliver the meters to the McQueen Yard.

25) Remove Existing Fire Hydrant
a) Crew & Equipment to complete the work.
b) Materials to fill voids and any other hardscape or existing concrete that will need to be removed to properly remove and abandon the hydrant.
c) Landscape restoration will be compensated through the Pavers and Landscape allowance.

26) Remove 12" CIP Water Main: (Included in GMP-002)

27) Remove 12" ACP Water Main: (Included in GMP-002)

28) Cut and Plug 6-inch Water Main
a) Labor, Equipment and Materials to complete cut and plugs after the new line is in service.
b) Materials include DIP, Transition Coupling, cap, and concrete for restraint on existing pipe for abandonment or reenergization.

29) Cut and Plug 8-inch Water Main
a) Labor, Equipment and Materials to complete cut and plugs after the new line is in service.
b) Materials include DIP, Transition Coupling, cap, and concrete for restraint on existing pipe for abandonment or reenergization.

30) Cut & Plug 12-inch Water Main
a) Labor, Equipment and Materials to complete cut and plugs after the new line is in service.
b) Materials include DIP, Transition Coupling, cap, and concrete for restraint on existing pipe for abandonment or reenergization.

31) Remove Existing 12" Gate Valve and Backfill with ½ Sack CLSM
a) Equipment, Labor, and Materials to remove valve box and cover.
b) CLSM to backfill the void after removal.
c) Disposal of gate valve and materials

32) Remove Existing 12" Gate Valve Box and Cover (Included in GMP-002)

33) Remove 8-inch Gate Valve Backfill With 1/2 Sack CLSM
a) Equipment, Labor, and Materials to remove valve box and cover.
b) CLSM to backfill the void after removal.
c) Disposal of gate valve and materials

34) Remove Existing 6" Gate Valve and Backfill with ½ Sack CLSM (Included in GMP-002)

35) Remove 24-Inch Abandoned SRP Irrigation Pipe (Included in GMP-002)

36) Plug 24-inch Abandoned Irrigation Line (Included in GMP-002)

37) 12-Inch Pipe Installation in the Chandler & Dobson Intersection (Included in GMP-002)

38) 12-Inch Class 350 DIP Watermain W/Polywrap, Valves, Fittings, Vertical/Horizontal Alignment's, & Gate Valves Misc.
   a) Included all 12-inch waterline material outside the intersection work only. (Included in GMP-002)
   b) Equipment, labor, and materials to install and backfill pipe.
   c) Shoring and Plates
   d) Vertical realignments and horizontal realignments'
   e) Pipe will consist of a combination of field locking gasketed pipe and restraint joint pipe.
   f) ABC backfill.
   g) Haul off and disposal of excavated materials.
   h) Dig laying and backfilling pipe.
   i) Standard bedding depth.
   j) Anticipated to be completed with a 30-inch excavator bucket.
   k) Compaction complete with an excavator sheep's foot attachment after 1 foot above pipe.

39) 8-Inch Class 350 DIP Watermain W/Polywrap, Valves, Fittings, Vertical/Horizontal Alignment's, & Gate Valves Misc.
   a) Equipment, labor, and materials to install and backfill pipe.
   b) Shoring and Plates
   c) Vertical realignments and horizontal realignments'
   d) ABC backfill.
   e) Haul off and disposal of excavated materials.
   f) Dig, lay, and backfill pipe.
   g) Standard bedding depth.
   h) Anticipated to be completed with a 24-inch excavator bucket.
   i) Compaction complete with an excavator sheep's foot attachment after 1 foot above pipe.

40) 6-Inch Class 350 DIP Watermain W/Polywrap, Fittings, And Valves
   a) Equipment, labor, and materials to install pipe and backfill.
   b) Shoring and Plates
   c) Vertical realignments and horizontal realignments'
   d) ABC backfills.
   e) Haul off and disposal of excavated materials.
   f) Dig, lay, and backfill pipe.
   g) Standard bedding depth.
   h) Anticipated to be completed with a 24-inch excavator bucket.

41) 4-Inch Class 350 DIP Watermain W/Polywrap, Fittings, And Valves (Included in GMP-002)

42) 12" Perma-Seal Insertion Valve Mueller Co LLC or Approved Equivalent: (Included in GMP-002)

43) 12" Inserta Valve Romac Industries or Approved Equivalent: (Included in GMP-002)

44) 12-inch Cut in Tee (Included in GMP-002)

45) 16-inch Gate Valve (Included in GMP-002)

46) 16-inch X 8-inch Cut in Tee (Included in GMP-002)

47) Thrust Block Installation @ Intersection (Included in GMP-002)

48) Chandler Blvd Misc. Thrust Blocks

a) Includes all thrust blocks not at the intersection on the new connection to the exiting lines per the design drawings.

49) Concrete Encasements at Chandler Blvd & Dobson Road (Included in GMP-002)

50) Connect to Existing 12-inch Water Main ACP To DIP Transition Coupling (Included in GMP-002)

51) Connect to Existing 12-inch Water Main Not ACP Transition Coupling (Included in GMP-002)

52) Connect to Existing 8-inch Water Main ACP To DIP Transition Coupling:
a) Includes time to complete and expose existing main and preparation to make tie in.
b) Includes labor, materials, and equipment to make time and complete backfill post installation.
c) Includes hydro excavation around existing main.
d) Asbestos disposal as needed.

53) Connect to Existing 8-inch Water Main Not ACP To DIP Transition Coupling: (Included in GMP-002)

54) Main ACP To DIP Transition Coupling: (Included in GMP-002)

55) Connect To Existing 6-inch Watermain Not ACP (Included in GMP-002)

56) Connect To Existing 4" DIP Main (Included in GMP-002)

57) Fire Hydrant Assembly COC Std Det C-303 & C-305:
a) The bid items included the cost of materials, labor, and equipment to complete.

58) 4” Bollard Type 1 COC Standard Detail C-105 & MAG Standard Detail 140(Included in GMP-002)

59) 1" Type K Soft Copper Service Line COC Std Det C-301
a) The bid items included the cost of materials, labor, and equipment to complete work.
b) ABC Backfill

60) 1.5" Rigid Copper Service Line COC Std Det C-301:
a) The bid items included the cost of materials, labor, and equipment to complete work.
b) ABC Backfill

61) 2" Rigid Copper Service Line COC Std Det C-301
a) The bid items included the cost of materials, labor, and equipment to complete work.
b) ABC Backfill

62) Locate and Connect Existing Service
a) The bid items included the cost of materials, labor, and equipment to complete work.

63) 1” Backflow Preventor & Enclosure COC Standard Detail C-311(Included in GMP-002)

64) 1.5” Backflow Preventor & Enclosure COC Standard Detail C-311
a) The bid items included the cost of materials, labor, and equipment to complete work.
b) The bid item includes the installation of a concrete slab and enclosure post installation.
c) Includes the certification of the backflow after installation and testing is completed.
d) Note all backflow preventor will need to be inspected by the city for proper placement.

65) 2" Backflow Preventer & Enclosure COC Std Det C-302 (Included in GMP-002)

66) 4-inch Backflow Preventer COC Std Det C-315 (Included in GMP-002)

67)) 6” Backflow Preventor & Enclosure COC Standard Detail C-311
   a) The bid items included the cost of materials, labor, and equipment to complete work.
   b) The bid item includes the installation of a concrete slab and enclosure post installation.
   c) Includes the certification of the backflow after installation and testing is completed.
   d) Note all backflow preventor will need to be inspected by the city for proper placement.

68) Water Meter Box Installation
   a) Labor and Equipment to install level the box after the swing connection is completed and backfilled per COC standards.

69) Install 2-inch Combination Air Relief Valve COC Detail C-319
   a) The bid items included the cost of materials, labor, and equipment to complete work.

70) Temporary Watermain Installation at Arrowhead Dr and Jack in a Box (Included in GMP-002)

71) Protect Existing SRP utilities being crossed at the intersection. (Included in GMP-002)

72) General Conditions - 3 Months
   a) 3 each month of waste management service for the project yard.
   b) 2 each Connex boxes for project staff to protect valuable material during construction.
   c) Water and ice for the crews
   d) Office and Yard rental for project materials, equipment, and personnel.
   e) Project utilities for site internet service, power, waste, water, etc.
   f) Project Sanitation portable restrooms, handwashing station, and disinfection supplies.
   g) Temporary fence rental for project security.
   h) Senior Project Manager – Josh Onstott ½ Time
   i) Assistant Project Manager – Amit Satre, P.E. Full Time
   j) Project Superintendent – Jared Freeman ½ Time
   k) Field Superintendent – Rod Reeder Full Time
   l) Field Communication – Radios, Cellular Devices, Tables, and Procore for the project.
   m) First Aid – Service based kits inspected monthly and stocked for project site personnel.
   n) ST&S, Safety Supplies, Training, Fall Protection, and small tools – Per Direct Labor Manhours.
   o) Job Office Expense – Printer, ink, paper, supplies, labor posters, and consumables.
   p) Drone Photography- Take Monthly Drone Photos

EXHIBIT D

CM@RISK GMP SUMMARY (PAGE 2 of 2)

Project Name: ChanlderBlvd and Dobson Water and Sewer Repacment Project — Date: 6/15/2023

Project Location: Chandler BLVD & Dobson Road

City of Chandler Project No.: WW2005.403

		Amount
A. Cost of Work		
A1 Cost of Work (self perform, no mark-up)		$1,966,105.04
A2 Cost of Work (subcontractors, suppliers, materialmen)		$664,558.71
	TOTAL COST OF WORK:	**$2,630,663.75**
B. General Conditions		**$286,737.00**
	SUBTOTAL 1 (Cost of Work) (A + B):	**$2,917,400.75**
C. CM@Risk's Fee		**$247,979.06**
	SUBTOTAL 2 (A + B + C):	**$3,165,379.81**
D. Bonds and Insurance (on Subtotal 1)		
D1 Bonds (Payment and Performance)		$29,174.01
D2 Insurance		$32,091.41
	TOTAL BONDS & INSURANCE:	**$61,265.42**
	SUBTOTAL 3 (SUBTOTAL 2 + BONDS & INS):	**$3,226,645.23**
E. Sales Tax		
E1 Sales Tax		$155,846.96
E2 Tax Credits		$0.00
	TOTAL SALES TAX:	**$155,846.96**
F. Approved Allowances		
F9 Landscape Restoration		$47,160.32
	TOTAL ALLOWANCES:	**$47,160.32**
G. Contingencies		
G1 Owner Contingency		$200,000.00
G2 Contractors Contigency		$188,729.00
	TOTAL CONTINGENCIES:	**$388,729.00**
	TOTAL GMP PROPOSAL:	**$3,818,381.51**

Establishment of Values:

a. Cost of Work (A) and Allowances (F) to be submitted with GMP Proposal

b. General Conditions Cost (B) to be established in Baseline Cost Model.

c. CM@Risk Fee as set forth in Section 3.7.3 of this Contract

A	B	C	D	E	F
ITEM No.	DESCRIPTION OF WORK	QTY	Unit of Measure	Unit Price	SCHEDULED VALUE
	WW2005.403				
1	Mobilization & Demobilization (Included In GMP-002)	0.00	LS		
2	SWPPP (Included In GMP-002)	0.00	MO		
3	Survey (Included In GMP-002)	0.00	AL		
4	Public Outreach (Included In GMP-002)	0.00	AL		
5	Remove And Replace Disturbed Pavement Markings In Kind	1.00	EACH	20,429.00	20,429.00
6	Fog Seal Roadway **(SOV Matches Subcontractor Quote and is Not Rounded)**	32,000.00	SY	0.52	16,500.00
7	Place And Fine Grade ABC Prior To Pavement	1,726.00	SY	15.21	26,252.46
8	Remove And Replace Curb And Gutter MAG Standard Detail 230	749.00	LF	45.76	34,274.24
9	Remove And Replace Sidewalk MAG Standard Detail 230	989.00	SF	35.26	34,872.14
10	Sawcut, Remove, And Replace Pavement MAG Standard Detail 200-1 & 200-2	1,726.00	SY	111.86	193,070.36
11	Remove And Replace Sidewalk Ramp In Kind - Identified In Potholing	1.00	EACH	8,209.00	8,209.00
12	Remove & Replace Median	71.00	LF	183.53	13,030.63
13	Remove And Replace Valley Gutter & Apron Standard Detail 240	240.00	SF	62.51	15,002.40
14	Replace Concrete Bus Bay COC Standard	235.00	SF	65.22	15,326.70
15	Abandon In Place 12-inch ACP Watermain W/Grout MAG Std Spec 350	2,951.00	LF	28.91	85,313.41
16	Abandon In Place 12-Inch CIP Watermain W/Grout MAG Std Spec 350 (Included In GMP-002)		LF		
17	Abandon In Place 8-inch ACP Watermain W/Grout MAG Std Spec 350	66.00	LF	82.86	5,468.76
18	Abandon In Place 8-inch CIP Watermain W/Grout MAG Std Spec 350 (Included In GMP-002)		LF		
19	Abandon In Place 6-Inch ACP Watermain W/Grout MAG Std Spec 350	89.00	LF	64.44	5,735.16
20	Abandon 12-Inch Gate Valve In Closed Position MAG Std Det 350	3.00	EACH	851.00	2,553.00
21	Abandon 8-Inch Gate Valve In Closed Position Standard Detail 350	7.00	EACH	880.00	6,160.00
22	Abandon 6-inch Gate Valve In Closed Position MAG Standard Detail 350	4.00	EACH	921.00	3,684.00
23	Abandon In Place Water Service Line	171.00	LF	13.87	2,371.77
24	Remove Existing Water Meter Box & Salvage Meter To City	2.00	EACH	920.00	1,840.00
25	Remove Existing Hydrant Assembly	2.00	EACH	1,527.41	3,054.82
26	Remove 12-inch CIP (Included In GMP-002)		LF		
27	Remove 12-inch ACP (Included In GMP-002)		LF		
28	Cut & Plug 6-inch Watermain	2.00	EACH	3,515.12	7,030.24
29	Cut & Plug 8-inch Watermain	8.00	EACH	3,527.97	28,223.76
30	Cut & Plug 12-inch Watermain	4.00	EACH	5,079.56	20,318.24
31	Remove 12-inch Gate Valve Backfill With 1/2 Sack CLSM	2.00	EACH	1,952.00	3,904.00
32	Remove 12-Inch Gate Valve And Cover (Included In GMP-002)		EACH		
33	Remove 8-inch Gate Vavle Backfill With 1/2 Sack CLSM	2.00	EACH	1,800.00	3,600.00
34	Remove 6-inch Gate Valve Backfill With 1/2 Sack CLSM		EACH		
35	Remove 24-inch SRP Irrigation Pipe (Included In GMP-002)		LF		
36	Cut & Plug 24-inch Irrigation Pipe (Included In GMP-002)		EACH		
37	12-Inch Intersection Waterline Work (Included In GMP-002)		LF		
38	12-Inch Class 350 DIP Watermain W/Polywrap, Valves, Fittings, Vertical/Horizontal Alignme	7,372.00	LF	248.02	1,828,403.44
39	8-inch Class 350 DIP Watermain With Polywrap, Fittings, And Valves	210.00	LF	419.82	88,162.20
40	6-Inch Class 350 DIP Watermain W/Polywrap, Fittings, And Valves	114.00	LF	315.68	35,987.52
41	4-inch Class 350 DIP Watermain W/PolyWrap (Included In GMP-002)		LF		
42	Install 12-inch Perma Seal Valve (Included In GMP-002)		EACH		
43	Install 12-inch Inserta Valve Romac Industries Or Approved Equivalent (Included In GMP-002)		EACH		
44	12X12 Cut In Tee (Included In GMP-002)		EACH		
45	Install 16-inch Gate Valve (Included In GMP-002)		EACH		
46	Install 16 X 8 Tee (Included In GMP-002)		EACH		
47	Note 29 Thrust Block Installation @ Intersection (Included In GMP-002)		EACH		
48	Thrust Block On Chandler Blvd	3.00	EACH	2,089.00	6,267.00
49	Concrete Encasement (Included In GMP-002)		LF		
50	Connect To Existing 12-inch Watermain ACP To DIP Transition Coupling (Included In GMP-002)		EACH		
51	Connect To Existing 12-inch Watermain (Included In GMP-002)		EACH		
52	Connect To Existing 8-inch ACP Water Main To DIP Coupling	3.00	EACH	9,538.00	28,614.00
53	Connect To Existing 8-inch PVC Watermain To DIP Transition Coupling (Included In GMP-002)		EACH		
54	Connect To Existing 6" ACP Watermain ACP To DIP Coupling (Included In GMP-002)		EACH		
55	Connect To Existing 6-inch Watermain Not ACP (Included In GMP-002)		EACH		
56	Connect To Existing 4" DIP Main (Included In GMP-002)		EACH		
57	Fire Hydrant Assembly COC Standard Detail C-303 & C-305	2.00	EACH	4,793.00	9,586.00
58	4-inch Bollard Type 1 COC Standard Detail C-105 & Mag Standard Detail 140 (Included In GMP-002)		EACH		
59	1" Type K Soft Copper Service Line COC Standard Detail C-301	62.00	LF	98.90	6,131.80
60	1.5" Copper Service Line COC Standard Detail C-301	119.00	LF	56.80	6,759.20
61	2" Rigid Copper Service Line COC Standard Detail C-301	65.00	LF	68.60	4,459.00
62	Locate & Connect Existing Services	7.00	EACH	1,334.00	9,338.00
63	1" Backflow Preventer & Enclosure COC Standard Detail C-311 (Included In GMP-002)		EACH		
64	1.5" Backflow Preventer & Enclosure COC Standard Detail C-311	1.00	EACH	9,376.00	9,376.00
65	2" Backflow Preventer & Enclosure COC Standard Detail C-302 (Included In GMP-002)		EACH		
66	4-inch Backflow Preventer COC Standard Detail C-315 (Included In GMP-002)		EACH		
67	6" Backflow Preventer And Enclosure COC Standard Detail C-315	1.00	EACH	31,730.00	31,730.00
68	Water Meter Box	3.00	EACH	597.50	1,792.50
69	2" Combo Air Relief Valve	1.00	EACH	7,833.00	7,833.00
70	Temporary Waterline Installation And Removal (Included In GMP-002)		EACH		
71	SRP Engineered Supports (Included In GMP-002)		EACH		
					$ 2,630,663.75

	General Conditions				
72	General Conditions	3	MO	$ 95,579.00	$ 286,737.00
	Subtotal with General Conditions				$ 2,917,400.75
	8.5% Markup				$ 247,979.06
	Total with OH&P				$ 3,165,379.81
	Insurand and Bond on Subtotal of CMAR Direct Work + Overhead & Profit				
	Insurance Cost (1.1%)				$ 32,091.41
	Bond Cost (1%)				$ 29,174.01
	Subtotal Bond and Insurance				$ 61,265.42
	Subtotal Bond and Insurance+ CMAR Direct Work + Overhead & Profit				$ 3,226,645.23
	Sales Tax (4.83%)				
	Sales Tax (4.83%) (Includes Cost of Insurance and Bond * .0483)				$ 155,846.96
	Anticipated Material Tax Credit				$ -
	Combined Total with Insurance, Bonds, & Tax				$ 3,382,492.19
	ALLOWANCE				
F1	Traffic Control Allowance (Included In GMP-002)	1	AL		
F2	Police Officer (Included In GMP-002)	1	AL		
F3	Quality Control Testing (Included In GMP-002)	1	AL		
F4	Construction Water (Included In GMP-002)	1	AL		
F5	Crack Seal (Included In GMP-002)	1	AL		
F6	Paver Allowance (Included In GMP-002)	1	AL		
F7	Public Outreach (Included In GMP-002)	1	AL		
F8	Survey (Included In GMP-002)	1	AL		
F9	Landscape (Allowance will be GMP-003)	1	AL	$ 47,160.32	$ 47,160.32
	Subtotal with Allowances			**$ -**	**$ 3,429,652.51**
500	Contractors Contingency	1	AL	$ 188,729.00	$ 188,729.00
510	Owner's Contingency	1	AL	$ 200,000.00	$ 200,000.00
	Subtotal of Contingency			**$ 388,729.00**	**$ 3,818,381.51**
	ORIGINAL CONTRACT TOTALS				**$ 3,818,381.51**

Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029
Office: 623-582-1170|Fax: 623-582-3761
Tucson: 1904 W. Prince Rd. Tucson, AZ 85705
Office: 520-207-8228|Fax: 520-305-3323
AZ Licenses: ROC-089744 A General Contracting
ROC-111282 B-04 General Engineering

Proposal

Cost Detail

Project Name:	Chandler Dobson Water Install Project	**Customer:**	City of Chandler
Job Number:	22-4020-02 **Bid Number:** W22351	**Billing Address:**	Mail Stop 407, P.O. Box 4008
Bid As:	B&F Contracting, Inc.		Chandler, AZ 85244 USA
Estimator:	Joshua Onstott	**Phone:**	4807823310
Project Address:	Chandler Blvd/ Dobson Rd, Chandler, AZ	**Contact:**	Scott Riter
Completion Date:	11/29/2024		

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
D 5 - Remove And Replace Disturbed Pavement Markings In Kind	**1.00**	**LS**	**$20,429.00**	**$20,429.00**	**$20,427.76**	**$20,427.76**	**-0.01%**
D Striping Replacement	1.00	LS	$20,429.00	$20,429.00			
S Subcontracted-Striping	1.00	LF	$20,429.00	$20,429.00			
D 6 - Fog Seal Roadway	**32,000.00**	**SY**	**$0.52**	**$16,500.00**	**$0.52**	**$16,500.00**	**0.00%**
P Fog Seal	32,000.00	SY	$0.52	$16,500.00			
D 7 - Place And Fine Grade ABC Prior To Pavement	**1,726.00**	**SY**	**$15.21**	**$26,260.09**	**$15.21**	**$26,252.46**	**-0.03%**
Fine Grade Trench	1,726.00	SY	$15.21	$26,260.09			
Subgrade Preparation (281.72 SY/DY, 6.13 DY)	1,726.00	SY	$15.21	$26,260.09			
D 8 - Remove And Replace Curb And Gutter MAG Standard Detail 230	**749.00**	**LF**	**$45.76**	**$34,272.43**	**$45.75**	**$34,266.75**	**-0.02%**
D Curb And Gutter Remove & Replacement	749.00	LF	$45.76	$34,272.43			
CP-Concrete Demo Curb & Gutter Crew (750.00 LF/DY, 1.00 DY)	749.00	LF	$6.16	$4,615.20			
CP-Concrete Curb & Gutter Crew (165.00 LF/DY, 4.54 DY)	749.00	LF	$22.59	$16,916.69			
Form, Cure, Stakes	1.00	LS	$2,249.00	$2,249.00			
Aggregate - ABC MAG Spec	61.60	TON	$22.00	$1,355.20			
Ready Mix Concrete - MAG B 2500	43.05	CY	$172.50	$7,426.13			
Trucking (8.53 DY, 0.14 Trucks, 10.98 LF/HR)	749.00	LF	$1.75	$1,310.22			
Dump Fee - Concrete	4.00	LOAD	$100.00	$400.00			
D 9 - Remove And Replace Sidewalk MAG Standard Detail 230	**989.00**	**SF**	**$35.26**	**$34,867.53**	**$35.25**	**$34,862.25**	**-0.02%**
D Remove And Replace Concrete Sidewalk	989.00	SF	$35.26	$34,867.53			
CP-Concrete Demo Sidewalk Crew (650.00 SF/DY, 1.52 DY)	989.00	SF	$5.20	$5,142.31			
Subgrade Preparation (469.44 SY/DY, 2.11 DY)	989.00	SY	$9.13	$9,030.02			
CP-Concrete Sidewalk Crew (200.00 SF/DY, 4.95 DY)	989.00	SF	$17.03	$16,840.30			
Forms, Cure, Stakes	1.00	LS	$1,170.00	$1,170.00			
Aggregate - ABC MAG Spec	18.70	TON	$22.00	$411.40			
Ready Mix Concrete - MAG B 2500	12.60	CY	$172.50	$2,173.50			
Dump Fee - Concrete	1.00	LOAD	$100.00	$100.00			
D 10 - Sawcut, Remove, And Replace Pavement MAG Standard Detail 200-1 & 200-2	**1,726.00**	**SY**	**$111.86**	**$193,063.01**	**$111.85**	**$193,053.10**	**-0.01%**
D Remove Existing AC Trench Paving	1,726.00	SY	$31.16	$53,774.81			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
(Item 10 - Sawcut, Remove, And Replace Pavement MAG Standard Detail 200-1 & 200-2 continued)							
CP-Sawcutting Large Crew (291.00 SY/DY, 5.93 DY)	1,726.00	SY	$9.94	$17,151.34			
CP-Asphalt Demo Crew (291.00 SY/DY, 5.93 DY)	1,726.00	SY	$21.22	$36,623.47			
Replace AC Trench Paving	1,726.00	SY	$80.70	$139,288.20			
Furnish & Install Trench Patching	1,726.00	SY	$80.70	$139,288.20			
Sub AC Paver (P1 Paving & Construction)	1,726.00	SY	$80.70	$139,288.20			
11 - Remove And Replace Sidewalk Ramp In Kind - Identified In Potholing	**1.00**	**EACH**	**$8,209.50**	**$8,209.50**	**$8,209.00**	**$8,209.00**	**-0.01%**
Chandler Blvd	1.00	EACH	$8,209.50	$8,209.50			
CP-Concrete Fine Grade Crew (3.33 EACH/DY, 0.30 DY)	1.00	EACH	$738.55	$738.55			
CP-Concrete Demo Ramp Crew (2.50 EACH/DY, 0.40 DY)	1.00	EACH	$1,868.51	$1,868.51			
CP-Concrete Ramp Crew (0.78 EACH/DY, 1.29 DY)	1.00	EACH	$3,606.99	$3,606.99			
Form Work , Cure, Tactile Warning Strips	1.00	LS	$500.00	$500.00			
Aggregate - ABC MAG Spec	8.80	TON	$22.00	$193.60			
Ready Mix Concrete - MAG A 3000	4.73	CY	$175.50	$829.24			
Trucking (1.00 DY, 0.35 Trucks, 0.13 EACH/HR)	1.00	EACH	$372.60	$372.60			
Dump Fee - Concrete	1.00	LOAD	$100.00	$100.00			
12 - Remove & Replace Median	**71.00**	**LF**	**$183.54**	**$13,031.24**	**$183.53**	**$13,030.63**	**-0.00%**
Chandler Blvd	71.00	LF	$183.54	$13,031.24			
CP-Concrete Fine Grade Crew (35.50 EACH/DY, 2.00 DY)	71.00	EACH	$69.35	$4,923.68			
CP-Concrete Demo Ramp Crew (142.00 EACH/DY, 0.50 DY)	71.00	EACH	$32.90	$2,335.64			
CP-Concrete Ramp Crew (47.33 EACH/DY, 1.50 DY)	71.00	EACH	$52.49	$3,726.48			
Form Work , Cure, Tactile Warning Strips	1.00	LS	$250.00	$250.00			
Aggregate - ABC MAG Spec	5.50	TON	$22.00	$121.00			
Ready Mix Concrete - MAG A 3000	4.73	CY	$175.50	$829.24			
Trucking (1.00 DY, 0.69 Trucks, 0.25 EACH/HR)	2.00	EACH	$372.60	$745.20			
Dump Fee - Concrete	1.00	LOAD	$100.00	$100.00			
13 - Remove And Replace Valley Gutter & Apron Standard Detail 240	**240.00**	**SF**	**$62.51**	**$15,002.13**	**$62.51**	**$15,002.40**	**0.00%**
Chandler Blvd	240.00	SF	$62.51	$15,002.13			
CP-Concrete Valley Gutter Crew (163.56 SF/DY, 1.47 DY)	240.00	SF	$23.16	$5,559.42			
CP-Concrete Demo Valley Gutter Crew (336.00 SF/DY, 0.71 DY)	240.00	SF	$16.24	$3,896.63			
CP-Sawcutting Small Crew (368.00 LF/DY, 0.65 DY)	240.00	LF	$5.11	$1,227.44			
Material Per Bid Item	1.00	LS	$652.00	$652.00			
Aggregate - ABC MAG Spec	0.00	TON	$22.00	$0.00			
Ready Mix Concrete - MAG A 3000	0.00	CY	$175.50	$0.00			
Subgrade Preparation (280.56 SY/DY, 0.86 DY)	240.00	SY	$15.28	$3,666.64			
14 - Replace Concrete Bus Bay COC Standard	**235.00**	**SF**	**$65.22**	**$15,327.17**	**$65.22**	**$15,326.70**	**-0.00%**
Trucking (2.00 DY, 0.36 Trucks, 14.69 SF/HR)	235.00	SF	$3.33	$781.79			
Dump Fee - Concrete	0.00	LOAD	$100.00	$0.00			
Chandler Blvd	235.00	SF	$58.97	$13,857.16			
CP-Concrete Valley Gutter Crew (163.57 SF/DY, 1.44 DY)	235.00	SF	$23.16	$5,443.12			
CP-Concrete Demo Valley Gutter Crew (500.00 SF/DY, 0.47 DY)	235.00	SF	$10.91	$2,563.98			
Subgrade Preparation (250.00 SY/DY, 0.94 DY)	235.00	SY	$17.14	$4,029.07			
Concrete Consumables	1.00	LS	$250.00	$250.00			
Aggregate - ABC MAG Spec	4.40	TON	$22.00	$96.80			
Ready Mix Concrete - MAG A 3000	8.40	CY	$175.50	$1,474.20			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
(Item 14 - Replace Concrete Bus Bay COC Standard continued)							
CP-Sawcutting Small Crew (642.67 LF/DY, 0.37 DY)	235.00	LF	$2.93	$688.21			
Eco Pan	0.00	LOAD	$350.00	$0.00			
15 - Abandon In Place 12-inch ACP Watermain W/Grout MAG Std Spec 350	**2,951.00**	**LF**	**$28.92**	**$85,332.84**	**$28.91**	**$85,313.41**	**-0.02%**
Chandler Blvd Sta 33+00 To 38+00	500.00	LF	$28.82	$14,412.42			
WL-Abandonment Crew (162.50 LF/DY, 3.08 DY)	500.00	LF	$16.58	$8,289.72			
Miscellaneous-Materials	1.00	LS	$500.00	$500.00			
Grout - Mix	15.25	TON	$196.00	$2,988.22			
Grout Pump	1.00	EACH	$1,600.00	$1,600.00			
Grout Crew	1.00	EACH	$1,034.48	$1,034.48			
Grouting Crew	1.00	EACH	$1,034.48	$1,034.48			
Chandler Blvd Sta 38+00 To 42+50	450.00	LF	$29.49	$13,270.63			
WL-Abandonment Crew (162.50 LF/DY, 2.77 DY)	450.00	LF	$16.58	$7,460.75			
Miscellaneous-Materials	1.00	LS	$500.00	$500.00			
Grout - Mix	13.65	TON	$196.00	$2,675.40			
Grout Pump	1.00	EACH	$1,600.00	$1,600.00			
Grout Crew	1.00	EACH	$1,034.48	$1,034.48			
Grouting Crew	1.00	EACH	$1,034.48	$1,034.48			
Chandler Blvd Sta 42+50 To 47+50	500.00	LF	$29.02	$14,511.20			
WL-Abandonment Crew (162.50 LF/DY, 3.08 DY)	500.00	LF	$16.58	$8,289.72			
Miscellaneous-Materials	1.00	LS	$500.00	$500.00			
Grout - Mix	15.75	TON	$196.00	$3,087.00			
Grout Pump	1.00	EACH	$1,600.00	$1,600.00			
Grout Crew	1.00	EACH	$1,034.48	$1,034.48			
Grouting Crew	1.00	EACH	$1,034.48	$1,034.48			
Chandler Blvd 47+50 To 52+50	500.00	LF	$28.20	$14,099.60			
WL-Abandonment Crew (162.50 LF/DY, 3.08 DY)	500.00	LF	$16.58	$8,289.72			
Miscellaneous-Materials	1.00	LS	$500.00	$500.00			
Grout - Mix	13.65	TON	$196.00	$2,675.40			
Grout Pump	1.00	EACH	$1,600.00	$1,600.00			
Grouting Crew	1.00	EACH	$1,034.48	$1,034.48			
Chandler Blvd 52+50 To 57+50	570.00	LF	$28.22	$16,083.36			
WL-Abandonment Crew (162.50 LF/DY, 3.51 DY)	570.00	LF	$16.58	$9,450.28			
Miscellaneous-Materials	1.00	LS	$500.00	$500.00			
Grout - Mix	17.85	TON	$196.00	$3,498.60			
Grout Pump	1.00	EACH	$1,600.00	$1,600.00			
Grouting Crew	1.00	EACH	$1,034.48	$1,034.48			
Chandler Blvd Sta 57+50 To 62+00	431.00	LF	$30.06	$12,955.62			
WL-Abandonment Crew (162.50 LF/DY, 2.65 DY)	431.00	LF	$16.58	$7,145.74			
Miscellaneous-Materials	1.00	LS	$500.00	$500.00			
Grout - Mix	13.65	TON	$196.00	$2,675.40			
Grout Pump	1.00	EACH	$1,600.00	$1,600.00			
Grouting Crew	1.00	EACH	$1,034.48	$1,034.48			
17 - Abandon In Place 8-inch ACP Watermain W/Grout MAG Std Spec 350	**66.00**	**LF**	**$82.87**	**$5,469.32**	**$82.86**	**$5,468.76**	**-0.01%**
Chandler Blvd W7 Sta 28+00 To Sta 33+00	40.00	LF	$77.74	$3,109.42			
WL-Abandonment Crew (162.50 LF/DY, 0.25 DY)	40.00	LF	$16.58	$663.18			
Miscellaneous-Materials	1.00	LS	$100.00	$100.00			
Grout - Mix	5.25	TON	$196.00	$1,029.00			
Grout Pump	1.00	EACH	$800.00	$800.00			
Grouting Crew	1.00	EACH	$517.24	$517.24			
Chandler Blvd W2	20.00	LF	$97.73	$1,954.63			
WL-Abandonment Crew (162.50 LF/DY, 0.12 DY)	20.00	LF	$16.58	$331.59			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
(Item 17 - Abandon In Place 8-inch ACP Watermain W/Grout MAG Std Spec 350 continued)							
Miscellaneous-Materials	1.00	LS	$100.00	$100.00			
Grout - Mix	1.05	TON	$196.00	$205.80			
Grout Pump	1.00	EACH	$800.00	$800.00			
Grouting Crew	1.00	EACH	$517.24	$517.24			
Chandler Blvd W5	6.00	LF	$67.55	$405.28			
WL-Abandonment Crew (162.50 LF/DY, 0.04 DY)	6.00	LF	$16.58	$99.48			
Miscellaneous-Materials	1.00	LS	$100.00	$100.00			
Grout - Mix	1.05	TON	$196.00	$205.80			
19 - Abandon In Place 6-Inch ACP Watermain W/Grout MAG Std Spec 350	**89.00**	**LF**	**$64.44**	**$5,735.28**	**$64.44**	**$5,735.16**	**-0.00%**
Chandler Sta 33+00 To Sta 38+00	9.00	LF	$156.84	$1,411.54			
WL-Abandonment Crew (200.00 LF/DY, 0.04 DY)	7.00	LF	$13.47	$94.30			
Grout Pump	1.00	EACH	$800.00	$800.00			
Grouting Crew	1.00	EACH	$517.24	$517.24			
Chandler Blvd Sta 47+50 To Sta 52+50	19.00	LF	$98.89	$1,878.99			
WL-Abandonment Crew (200.00 LF/DY, 0.10 DY)	19.00	LF	$13.47	$255.95			
Miscellaneous-Materials	1.00	LS	$100.00	$100.00			
Grout - Mix	1.05	TON	$196.00	$205.80			
Grout Pump	1.00	EACH	$800.00	$800.00			
Grouting Crew	1.00	EACH	$517.24	$517.24			
Chandler Blvd Sta 71+00 To Sta 76+00	61.00	LF	$40.08	$2,444.76			
WL-Abandonment Crew (200.00 LF/DY, 0.31 DY)	61.00	LF	$13.47	$821.72			
Miscellaneous-Materials	1.00	LS	$100.00	$100.00			
Grout - Mix	1.05	TON	$196.00	$205.80			
Grout Pump	1.00	EACH	$800.00	$800.00			
Grouting Crew	1.00	EACH	$517.24	$517.24			
20 - Abandon 12-Inch Gate Valve In Closed Position MAG Std Det 350	**3.00**	**EACH**	**$851.04**	**$2,553.13**	**$850.99**	**$2,552.97**	**-0.01%**
Chandler Blvd Sta 42+50 To Sta 47+50	1.00	EACH	$851.04	$851.04			
SL-Plug Valve 12in Appurtenance Crew (5.00 EACH/DY, 0.20 DY)	1.00	EACH	$722.94	$722.94			
Ready Mix - Slurry ABC Slurry 1/2 Sack	1.05	YARD	$122.00	$128.10			
Chandler Blvd Sta 47+50 To Sta 52+50	1.00	EACH	$851.04	$851.04			
SL-Plug Valve 12in Appurtenance Crew (5.00 EACH/DY, 0.20 DY)	1.00	EACH	$722.94	$722.94			
Ready Mix - Slurry ABC Slurry 1/2 Sack	1.05	YARD	$122.00	$128.10			
Chandler Blvd Sta 57+50 To Sta 62+00	1.00	EACH	$851.04	$851.04			
SL-Plug Valve 12in Appurtenance Crew (5.00 EACH/DY, 0.20 DY)	1.00	EACH	$722.94	$722.94			
Ready Mix - Slurry ABC Slurry 1/2 Sack	1.05	YARD	$122.00	$128.10			
Concrete - Short Load Fee	0.00	EACH	$200.00	$0.00			
21 - Abandon 8-Inch Gate Valve In Closed Position Standard Detail 350	**7.00**	**EACH**	**$879.62**	**$6,157.31**	**$879.56**	**$6,156.92**	**-0.01%**
Chandler Blvd Sta 33+00 To Sta 38+00	1.00	EACH	$722.94	$722.94			
WL-Abandon Crew (5.00 EACH/DY, 0.20 DY)	1.00	EACH	$722.94	$722.94			
Chandler Blvd Sta 42+50 To Sta 47+50	3.00	EACH	$722.94	$2,168.83			
WL-Abandon Crew (5.00 EACH/DY, 0.60 DY)	3.00	EACH	$722.94	$2,168.83			
Chandler Blvd Sta 47+50 To Sta 52+50	3.00	EACH	$722.94	$2,168.83			
WL-Abandon Crew (5.00 EACH/DY, 0.60 DY)	3.00	EACH	$722.94	$2,168.83			
Ready Mix - Slurry ABC Slurry 1/2 Sack	7.35	YARD	$122.00	$896.70			
Concrete - Short Load Fee	1.00	EACH	$200.00	$200.00			
22 - Abandon 6-inch Gate Valve In Closed Position MAG Standard Detail 350	**4.00**	**EACH**	**$921.04**	**$3,684.18**	**$920.99**	**$3,683.96**	**-0.01%**
Chandler Blvd Sta 47+50 To Sta 52+50	1.00	EACH	$722.94	$722.94			
WL-Abandon Crew (5.00 EACH/DY, 0.20 DY)	1.00	EACH	$722.94	$722.94			
Chandler Blvd Sta 52+50 To Sta 57+50	1.00	EACH	$722.94	$722.94			
WL-Abandon Crew (5.00 EACH/DY, 0.20 DY)	1.00	EACH	$722.94	$722.94			
Chandler Blvd Sta 57+50 To Sta 62+00	2.00	EACH	$722.94	$1,445.89			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
(Item 22 - Abandon 6-inch Gate Valve In Closed Position MAG Standard Detail 350 continued)							
WL-Abandon Crew (5.00 EACH/DY, 0.40 DY)	2.00	EACH	$722.94	$1,445.89			
Ready Mix - Slurry ABC Slurry 1/2 Sack	4.20	YARD	$122.00	$512.40			
Concrete - Short Load Fee	1.40	EACH	$200.00	$280.00			
D 23 - Abandon In Place Water Service Line	**171.00**	**LF**	**$13.87**	**$2,371.82**	**$13.87**	**$2,371.77**	**-0.00%**
D Chandler Blvd Sta 28+00 To Sta 33+00	14.00	LF	$13.01	$182.12			
WL-Service Repair Appurtenance Crew (350.00 LF/DY, 0.04 DY)	14.00	LF	$10.59	$148.24			
Aggregate - ABC MAG Spec	1.54	TON	$22.00	$33.88			
D Chandler Blvd Sta 33+00 To Sta 38+00	49.00	LF	$12.07	$591.19			
WL-Service Repair Appurtenance Crew (350.00 LF/DY, 0.14 DY)	49.00	LF	$10.59	$518.83			
Aggregate - ABC MAG Spec	3.29	TON	$22.00	$72.36			
D Chandler Blvd Sta 47+50 To Sta 52+50	57.00	LF	$12.07	$688.24			
WL-Service Repair Appurtenance Crew (350.00 LF/DY, 0.16 DY)	57.00	LF	$10.59	$603.54			
Aggregate - ABC MAG Spec	3.85	TON	$22.00	$84.70			
D Chandler Blvd Sta 52+50 To Sta 57+50	54.00	LF	$11.93	$644.37			
WL-Service Repair Appurtenance Crew (350.00 LF/DY, 0.15 DY)	54.00	LF	$10.59	$571.77			
Aggregate - ABC MAG Spec	3.30	TON	$22.00	$72.60			
D Chandler Blvd Sta 578+50 To Sta 62+00	21.00	LF	$12.66	$265.92			
WL-Service Repair Appurtenance Crew (350.00 LF/DY, 0.06 DY)	21.00	LF	$10.59	$222.36			
Aggregate - ABC MAG Spec	1.98	TON	$22.00	$43.56			
D 24 - Remove Existing Water Meter Box & Salvage Meter To City	**2.00**	**EACH**	**$920.04**	**$1,840.09**	**$919.99**	**$1,839.98**	**-0.01%**
D Chandler Blvd Sta 52+50 To Sta 57+50	2.00	EACH	$785.04	$1,570.09			
WL-Water Service Box & Cover Crew (5.00 EACH/DY, 0.40 DY)	2.00	EACH	$722.94	$1,445.89			
Material Per Bid Item	1.00	LS	$100.00	$100.00			
Aggregate - ABC MAG Spec	1.10	TON	$22.00	$24.20			
Trucking (1.00 DY, 0.25 Trucks, 0.25 EACH/HR)	2.00	EACH	$135.00	$270.00			
D 25 - Remove Existing Hydrant Assembly	**2.00**	**EACH**	**$1,527.51**	**$3,055.01**	**$1,527.41**	**$3,054.82**	**-0.01%**
D Chandler Blvd Sta 52+50 To Sta 57+50	2.00	EACH	$1,527.51	$3,055.01			
WL-Fire Hydrant Relocate Appurtenance Crew (3.00 EACH/DY, 0.67 DY)	2.00	EACH	$1,204.91	$2,409.81			
Material Per Bid Item	2.00	LS	$250.00	$500.00			
Aggregate - ABC MAG Spec	6.60	TON	$22.00	$145.20			
Trucking (1.00 DY, 0.00 Trucks, 0.00 EACH/HR)	0.00	EACH	$0.00	$0.00			
D 28 - Cut & Plug 6-inch Watermain	**2.00**	**EACH**	**$3,515.33**	**$7,030.66**	**$3,515.12**	**$7,030.24**	**-0.01%**
D Chandler Blvd Sta 33+00 To Sta 38+00	2.00	EACH	$2,793.56	$5,587.12			
Aggregate - ABC MAG Spec	2.20	TON	$22.00	$48.40			
WL- Waterline Crew (2.00 EACH/DY, 1.00 DY)	2.00	EACH	$2,769.36	$5,538.72			
Material Per Bid Item Caps, Piping, DIP And Long Body	2.00	LS	$495.15	$990.30			
Ready Mix Concrete	10.50	BAG	$7.68	$80.64			
Trucking (3.50 DY, 0.10 Trucks, 0.07 EACH/HR)	2.00	EACH	$186.30	$372.60			
D 29 - Cut & Plug 8-inch Watermain	**8.00**	**EACH**	**$3,528.18**	**$28,225.44**	**$3,527.97**	**$28,223.76**	**-0.01%**
D Chandler Blvd Sta 33+00 To Sta 38+00	3.00	EACH	$2,793.56	$8,380.68			
Aggregate - ABC MAG Spec	3.30	TON	$22.00	$72.60			
WL- Waterline Crew (2.00 EACH/DY, 1.50 DY)	3.00	EACH	$2,769.36	$8,308.08			
D Chandler Blvd Sta 57+50 To Sta 62+00	5.00	EACH	$2,793.56	$13,967.80			
Aggregate - ABC MAG Spec	5.50	TON	$22.00	$121.00			
WL- Waterline Crew (2.00 EACH/DY, 2.50 DY)	5.00	EACH	$2,769.36	$13,846.80			
Material Per Bid Item Caps, Piping, DIP And Long Body	8.00	LS	$433.00	$3,464.00			
Ready Mix Concrete	42.00	BAG	$7.68	$322.56			
Dump Fee - Dirt	8.00	LOAD	$75.00	$600.00			
Trucking (4.00 DY, 0.35 Trucks, 0.25 EACH/HR)	8.00	EACH	$186.30	$1,490.40			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
(Item 30 - Cut & Plug 12-inch Watermain continued)							
30 - Cut & Plug 12-inch Watermain	**4.00**	**EACH**	**$5,079.87**	**$20,319.47**	**$5,079.56**	**$20,318.24**	**-0.01%**
Chandler Blvd Sta 100 To 102 W1	4.00	EACH	$3,423.64	$13,694.57			
WL- Waterline Crew (2.00 EACH/DY, 2.00 DY)	4.00	EACH	$3,405.49	$13,621.97			
Aggregate - ABC MAG Spec	3.30	TON	$22.00	$72.60			
Material Per Bid Item Caps, Piping, DIP And Long Body	3.00	LS	$1,555.50	$4,666.50			
Trucking (1.00 DY, 1.38 Trucks, 0.50 EACH/HR)	4.00	EACH	$372.60	$1,490.40			
Dump Fee - Dirt	4.00	LOAD	$75.00	$300.00			
Ready Mix Concrete	21.00	BAG	$8.00	$168.00			
31 - Remove 12-inch Gate Valve Backfill With 1/2 Sack CLSM	**2.00**	**EACH**	**$1,952.48**	**$3,904.96**	**$1,952.36**	**$3,904.72**	**-0.01%**
Chandler Blvd Sta 28+00 To Sta 33+00	2.00	EACH	$1,952.48	$3,904.96			
WL-Water Service Box & Cover Crew (4.00 EACH/DY, 0.50 DY)	2.00	EACH	$961.98	$1,923.96			
Material Per Bid Item	2.00	LS	$350.00	$700.00			
Ready Mix - Slurry ABC Slurry 1/2 Sack	10.50	YARD	$122.00	$1,281.00			
33 - Remove 8-inch Gate Vavle Backfill With 1/2 Sack CLSM	**2.00**	**EACH**	**$1,799.68**	**$3,599.36**	**$1,799.57**	**$3,599.14**	**-0.01%**
Chandler Blvd Sta 28+00 To Sta 33+00	2.00	EACH	$1,799.68	$3,599.36			
WL-Water Service Box & Cover Crew (4.00 EACH/DY, 0.50 DY)	2.00	EACH	$939.18	$1,878.36			
Material Per Bid Item	2.00	LS	$220.00	$440.00			
Ready Mix - Slurry ABC Slurry 1/2 Sack	10.50	YARD	$122.00	$1,281.00			
38 - 12-Inch Class 350 DIP Watermain W/Polywrap, Valves, Fittings, Vertical/Horizontal Alignment's, & Gate Valves Misc.	**7,372.00**	**LF**	**$248.04**	**$1,828,529.31**	**$248.02**	**$1,828,403.44**	**-0.01%**
Watermain Installation Chandler Blvd	7,372.00	LF	$237.43	$1,750,335.87			
Dig Lay Backfill 12-inch DIP	7,372.00	LF	$181.22	$1,335,959.99			
12" Mainline (99.66 LF/DY, 74.00 DY)	7,375.00	LF	$101.45	$748,205.12			
Hyrdo Ex Support (1.00 DY/DY, 10.00 DY)	10.00	DY	$2,465.79	$24,657.90			
Material Handling (Pipe, AB, Haul Off) (100.00 LF/DY, 73.72 DY)	7,372.00	LF	$16.26	$119,848.08			
Trucking (73.00 DY, 2.05 Trucks, 12.62 LF/HR)	7,372.00	LF	$21.92	$161,576.89			
Aggregate - ABC MAG Spec	8,426.00	TON	$22.00	$185,372.00			
Dump Fee - Dirt	434.00	LOAD	$75.00	$32,550.00			
Utlity Conflicts	81.00	EACH	$1,972.74	$159,791.62			
Existing Utility Conflicts (6.00 EACH/DY, 13.50 DY)	81.00	EACH	$1,685.15	$136,496.88			
Hyrdo Ex Support (1.67 DY/DY, 6.00 DY)	10.00	DY	$1,479.47	$14,794.74			
Chanlder Blvd Vert Realignments	5.00	EACH	$31,601.18	$158,005.90			
Vertical Realignment (0.42 EACH/DY, 12.00 DY)	5.00	EACH	$20,870.40	$104,352.00			
Ready Mix - Slurry ABC Slurry 1/2 Sack	168.00	YARD	$122.00	$20,496.00			
Hyrdo Ex Support (1.00 DY/DY, 10.00 DY)	10.00	DY	$2,465.79	$24,657.90			
Install 12-Inch Gate Valve	38.00	EACH	$2,541.54	$96,578.36			
WL-Gate Valve 12in Appurtenance Crew (4.00 EACH/DY, 9.50 DY)	38.00	EACH	$2,527.72	$96,053.36			
Cement - Concrete Mix 60#	75.00	BAG	$7.00	$525.00			
Material Per Bid Item	0.00	LS	$527,966.28	$0.00			
GC-Chlorine & Pressure Test	12.00	DY	$4,553.79	$54,645.44			
GC-Chlorine & Pressure Test Crew (1.00 DY/DY, 12.00 DY)	12.00	DY	$3,937.12	$47,245.44			
Chlorine And Dechlorine	1.00	EACH	$5,000.00	$5,000.00			
Vertical Realignment	0.00	LS	$20,630.12	$0.00			
GC-Combo Hydro Truck Crew (4.00 EACH/DY, 2.50 DY)	10.00	EACH	$684.70	$6,847.00			
RH-Manhole Adjust Crew (4.00 EACH/DY, 9.50 DY)	38.00	EACH	$439.50	$16,701.00			
39 - 8-inch Class 350 DIP Watermain With Polywrap, Fittings, And Valves	**210.00**	**LF**	**$419.84**	**$88,166.62**	**$419.82**	**$88,162.20**	**-0.01%**
WL- Waterline Crew (49.78 LF/DY, 4.22 DY)	210.00	LF	$156.17	$32,795.89			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
(Item 39 - 8-inch Class 350 DIP Watermain With Polywrap, Fittings, And Valves continued)							
WL-Gate Valve 8in Appurtenance Crew (4.00 EACH/DY, 1.50 DY)	6.00	EACH	$1,943.46	$11,660.76			
Vertical Realignment (1.00 EACH/DY, 4.00 DY)	4.00	EACH	$7,773.84	$31,095.36			
Material Per Bid Item	0.00	LS	$39,453.00	$0.00			
Aggregate - ABC MAG Spec	134.20	TON	$22.00	$2,952.40			
Ready Mix - Slurry ABC Slurry 1/2 Sack	7.88	YARD	$122.00	$960.75			
Cement - Concrete Mix 60#	10.00	BAG	$8.00	$80.00			
Vertical Realignment	0.00	LS	$7,825.28	$0.00			
Trucking (5.00 DY, 0.56 Trucks, 5.25 LF/HR)	210.00	LF	$14.33	$3,009.46			
Dump Fee - Dirt	7.00	LOAD	$75.00	$525.00			
RH-Manhole Adjust Crew (4.00 EACH/DY, 1.50 DY)	6.00	EACH	$439.50	$2,637.00			
D 40 - 6-Inch Class 350 DIP Watermain W/Polywrap, Fittings, And Valves	**114.00**	**LF**	**$315.70**	**$35,989.56**	**$315.68**	**$35,987.52**	**-0.01%**
WL- Waterline Crew (36.25 LF/DY, 3.14 DY)	114.00	LF	$210.63	$24,012.14			
WL-Gate Valve 6in Appurtenance Crew (6.00 EACH/DY, 0.67 DY)	4.00	EACH	$1,275.92	$5,103.68			
Vertical Realignment (1.00 EACH/DY, 0.00 DY)	0.00	EACH	$0.00	$0.00			
RH-Manhole Adjust Crew (4.00 EACH/DY, 1.00 DY)	4.00	EACH	$439.50	$1,758.00			
Material Per Bid Item	0.00	LS	$56,958.31	$0.00			
Aggregate - ABC MAG Spec	84.18	TON	$22.00	$1,852.03			
Ready Mix - Slurry ABC Slurry 1/2 Sack	0.00	YARD	$122.00	$0.00			
Cement - Concrete Mix 60#	20.00	BAG	$8.00	$160.00			
Trucking (4.00 DY, 0.38 Trucks, 3.56 LF/HR)	114.00	LF	$14.33	$1,633.71			
Dump Fee - Dirt	2.00	LOAD	$75.00	$150.00			
Vertical Realignment	0.00	LS	$4,364.20	$0.00			
D 48 - Thrust Block On Chandler Blvd	**3.00**	**EACH**	**$2,089.04**	**$6,267.11**	**$2,088.91**	**$6,266.73**	**-0.01%**
D Thrust Blocks (3'0"x1'8"x2'0")	3.00	EACH	$1,889.04	$5,667.11			
Ready Mix Concrete - MAG B 2500	3.15	CY	$172.50	$543.38			
Rebar - # 4 (1/2in) 10ft	3.30	EACH	$50.00	$165.00			
CP-Concrete Replace Crew (2.00 EACH/DY, 1.50 DY)	3.00	EACH	$1,595.68	$4,787.04			
Material Per Bid Item	3.00	LS	$57.23	$171.69			
Concrete - Short Load Fee	3.00	EACH	$200.00	$600.00			
D 52 - Connect To Existing 8-inch ACP Water Main To DIP Coupling	**3.00**	**EACH**	**$9,538.58**	**$28,615.74**	**$9,538.00**	**$28,614.00**	**-0.01%**
WL- Waterline Crew (1.50 EACH/DY, 2.00 DY)	3.00	EACH	$4,755.32	$14,265.97			
GC-Combo Hydro Truck Crew (2.00 EACH/DY, 1.50 DY)	3.00	EACH	$1,369.40	$4,108.20			
Material Per Bid Item	3.00	LS	$1,547.89	$4,643.67			
Ready Mix - Slurry ABC Slurry 1/2 Sack	22.05	YARD	$122.00	$2,690.10			
Cement - Concrete Mix 60#	30.00	BAG	$8.00	$240.00			
Trucking (3.00 DY, 0.35 Trucks, 0.13 EACH/HR)	3.00	EACH	$372.60	$1,117.80			
Dump Fee - Dirt [3]	0.00	LOAD	$75.00	$0.00			
D 57 - Fire Hydrant Assembly COC Standard Detail C-303 & C-305	**2.00**	**EACH**	**$4,793.68**	**$9,587.36**	**$4,793.39**	**$9,586.78**	**-0.01%**
WL- Fire Hydrant Domestic Water Wet Barrel Crew (1.00 EACH/DY, 2.00 DY)	2.00	EACH	$4,745.28	$9,490.56			
Material Per Bid Item	0.00	LS	$38,664.00	$0.00			
Aggregate - ABC MAG Spec	4.40	TON	$22.00	$96.80			
D 59 - 1" Type K Soft Copper Service Line COC Standard Detail C-301	**62.00**	**LF**	**$98.91**	**$6,132.26**	**$98.90**	**$6,131.80**	**-0.01%**
WL-Water Service 1in W/ Box & Cover Crew (50.57 LF/DY, 1.23 DY)	62.00	LF	$93.83	$5,817.66			
Material Per Bid Item	0.00	LS	$6,613.00	$0.00			
Aggregate - ABC MAG Spec	14.30	TON	$22.00	$314.60			
D 60 - 1.5" Copper Service Line COC Standard Detail C-301	**119.00**	**LF**	**$56.79**	**$6,758.27**	**$56.79**	**$6,758.01**	**-0.00%**
WL-Water Service 1.5in W/ Box & Cover Crew (89.50 LF/DY, 1.33 DY)	119.00	LF	$51.71	$6,153.27			
Material Per Bid Item	0.00	LS	$24,635.32	$0.00			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
Aggregate - ABC MAG Spec	27.50	TON	$22.00	$605.00			
D 61 - 2" Rigid Copper Service Line COC Standard Detail C-301	**65.00**	**LF**	**$68.61**	**$4,459.52**	**$68.60**	**$4,459.00**	**-0.01%**
WL-Water Service 2in W/ Box & Cover Crew (73.00 LF/DY, 0.89 DY)	65.00	LF	$63.40	$4,120.72			
Material Per Bid Item	0.00	LS	$10,395.00	$0.00			
Aggregate - ABC MAG Spec	15.40	TON	$22.00	$338.80			
D 62 - Locate & Connect Existing Services	**7.00**	**EACH**	**$1,334.03**	**$9,338.19**	**$1,333.95**	**$9,337.65**	**-0.01%**
WL- Waterline Crew (3.00 EACH/DY, 2.33 DY)	7.00	EACH	$1,234.83	$8,643.79			
Material Per Bid Item	7.00	LS	$75.00	$525.00			
Aggregate - ABC MAG Spec	7.70	TON	$22.00	$169.40			
D 64 - 1.5" Backflow Preventer & Enclosure COC Standard Detail C-311	**1.00**	**EACH**	**$9,376.65**	**$9,376.65**	**$9,376.07**	**$9,376.07**	**-0.01%**
Backflow Preventer Small (1.00 EACH/DY, 1.00 DY)	1.00	EACH	$4,627.88	$4,627.88			
CP-Concrete Sidewalk Crew (1.00 EACH/DY, 1.00 DY)	1.00	EACH	$2,459.04	$2,459.04			
Material Per Bid Item	1.00	LS	$1,636.00	$1,636.00			
Aggregate - ABC MAG Spec	3.30	TON	$22.00	$72.60			
Subcontracted-Certification	1.00	DY	$150.00	$150.00			
Material Per Bid Item Concrete	1.00	LS	$50.00	$50.00			
Ready Mix Concrete - MAG B 2500	1.05	CY	$172.50	$181.13			
Concrete - Short Load Fee	1.00	EACH	$200.00	$200.00			
D 67 - 6" Backflow Preventer And Enclosure COC Standard Detail C-315	**1.00**	**EACH**	**$31,731.87**	**$31,731.87**	**$31,729.94**	**$31,729.94**	**-0.01%**
WL-Double Check Backflow Preventer 6in Appurtenance Crew (0.50 EACH/DY, 2.00 DY)	1.00	EACH	$12,831.84	$12,831.84			
CP-Concrete Sidewalk Crew (0.50 EACH/DY, 2.00 DY)	1.00	EACH	$4,918.08	$4,918.08			
Material Per Bid Item	1.00	LS	$12,512.25	$12,512.25			
Aggregate - ABC MAG Spec	6.60	TON	$22.00	$145.20			
Subcontracted-Certfication	1.00	DY	$350.00	$350.00			
Material Per Bid Item Concrete	1.00	LS	$250.00	$250.00			
Ready Mix Concrete - MAG B 2500	4.20	CY	$172.50	$724.50			
D 68 - Water Meter Box	**3.00**	**EACH**	**$597.47**	**$1,792.42**	**$597.44**	**$1,792.32**	**-0.01%**
WL-Water Service 1in W/ Box & Cover Crew (5.00 EACH/DY, 0.60 DY)	3.00	EACH	$597.47	$1,792.42			
D 69 - 2" Combo Air Relief Valve	**1.00**	**EACH**	**$7,832.65**	**$7,832.65**	**$7,832.17**	**$7,832.17**	**-0.01%**
ARV Installation (1.00 EACH/DY, 1.00 DY)	1.00	EACH	$4,627.88	$4,627.88			
CP-Concrete Sidewalk Crew (1.00 EACH/DY, 1.00 DY)	1.00	EACH	$2,459.04	$2,459.04			
Material Per Bid Item	0.00	LS	$6,280.70	$0.00			
Aggregate - ABC MAG Spec	14.30	TON	$22.00	$314.60			
Material Per Bid Item Concrete	1.00	LS	$50.00	$50.00			
Ready Mix Concrete - MAG B 2500	1.05	CY	$172.50	$181.13			
Concrete - Short Load Fee	1.00	EACH	$200.00	$200.00			
D 72 - General Conditions	**3.00**	**MO**	**$95,584.75**	**$286,754.25**	**$95,578.93**	**$286,736.79**	**-0.01%**
Trash Dumpsters / Dump Fees	3.00	MO	$400.00	$1,200.00			
Connex Boxes	3.00	MO	$700.00	$2,100.00			
Water Meter	0.00	EACH	$0.00	$0.00			
Water & Ice	14.00	WK	$125.00	$1,750.00			
Office & Yard Rental	3.00	MO	$7,000.00	$21,000.00			
Project Utilities	3.00	MO	$500.00	$1,500.00			
Project Sanitation	3.00	MO	$700.00	$2,100.00			
Temporary Fencing	3.00	MO	$350.00	$1,050.00			
Senior Project Manager	3.00	MO	$12,961.88	$38,885.64			
Senior Project Manager (11.50 DY/MO, 34.50 DY)	3.00	MO	$12,961.88	$38,885.64			
Assistant Project Manager	3.00	MO	$21,876.48	$65,629.44			
Assistant Project Manager Crew (21.60 DY/MO, 64.80 DY)	3.00	MO	$21,876.48	$65,629.44			
General / Project Superintendent	3.00	MO	$11,485.15	$34,455.46			

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent
(Item 72 - General Conditions continued)							
Superintendent (10.80 DY/MO, 32.40 DY)	3.00	MO	$11,485.15	$34,455.46			
D Field Superintendent	3.00	MO	$21,371.90	$64,115.71			
Field Superintendent (21.60 DY/MO, 64.80 DY)	3.00	MO	$21,371.90	$64,115.71			
Q Field Communication	3.00	MO	$300.00	$900.00			
Q First Aid	0.00	EACH	$0.00	$0.00			
P ST&S, Safety Supplies, Training, Small Tools	16,556.00	MH	$3.00	$49,668.00			
P Job Office Expense	3.00	MO	$400.00	$1,200.00			
P Drone Photography	3.00	MO	$400.00	$1,200.00			

Proposal

Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029
Office: 623-582-1170|Fax: 623-582-3761
Tucson: 1904 W. Prince Rd. Tucson, AZ 85705
Office: 520-207-8228|Fax: 520-305-3323
AZ Licenses: ROC-089744 A General Contracting
ROC-111282 B-04 General Engineering

Equipment and Crew Composition

Project Name:	Chandler Dobson Water Install Project	**Customer:**	City of Chandler
Job Number:	22-4020-02 **Bid Number:** W22351	**Billing Address:**	Mail Stop 407, P.O. Box 4008
Bid As:	B&F Contracting, Inc.		Chandler, AZ 85244 USA
Estimator:	Joshua Onstott	**Phone:**	4807823310
Project Address:	Chandler Blvd/ Dobson Rd, Chandler, AZ	**Contact:**	Scott Riter
Completion Date:	11/29/2024		

Pay Items

Description	Job Cost ID	Task JC ID	Quantity	UM
D 5 - Remove And Replace Disturbed Pavement Markings In Kind			**1.00**	**LS**
D Striping Replacement			1.00	LS
S Subcontracted-Striping			1.00	LF
D 6 - Fog Seal Roadway			**32,000.00**	**SY**
P Fog Seal			32,000.00	SY
D 7 - Place And Fine Grade ABC Prior To Pavement			**1,726.00**	**SY**
Fine Grade Trench			1,726.00	SY
Subgrade Preparation (281.72 SY/DY, 6.13 DY, 8.00 HR/DY)			1,726.00	SY
Skip Loader - 1.3 CY			49.01	HR
Asphalt Roller - 57in-67in			49.01	HR
Water Truck - 2000 Gal			49.01	HR
Truck - Crew			49.01	HR
Operator: Small Equipment [2]			49.01	HR
Laborer [2]			49.01	HR
Water Truck Driver			49.01	HR
Foreman			49.01	HR
D 8 - Remove And Replace Curb And Gutter MAG Standard Detail 230			**749.00**	**LF**
D Curb And Gutter Remove & Replacement			749.00	LF
CP-Concrete Demo Curb & Gutter Crew (750.00 LF/DY, 1.00 DY, 8.00 HR/DY)			749.00	LF
Truck - Crew			7.99	HR
Backhoe - Light			7.99	HR
Dump Truck - 10 Wheel			7.99	HR
Water Truck - 2000 Gal			7.99	HR
Foreman			7.99	HR
Operator: Small Equipment			7.99	HR
Laborer [2]			7.99	HR
Truck Driver			7.99	HR
Water Truck Driver			7.99	HR
CP-Concrete Curb & Gutter Crew (165.00 LF/DY, 4.54 DY, 8.00 HR/DY)			749.00	LF

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 8 - Remove And Replace Curb And Gutter MAG Standard Detail 230 continued)				
Truck - Crew			36.32	HR
Box Trailer			36.32	HR
Skid Steer			36.32	HR
Foreman			36.32	HR
Concrete Finisher [3]			36.32	HR
Operator: Small Equipment			36.32	HR
Laborer [2]			36.32	HR
Form, Cure, Stakes			1.00	LS
Aggregate - ABC MAG Spec	100AA00003		61.60	TON
Ready Mix Concrete - MAG B 2500	135ZZ00004		43.05	CY
Trucking (8.53 DY, 0.14 Trucks, 10.98 LF/HR)			749.00	LF
Dump Fee - Concrete	95040040		4.00	LOAD
9 - Remove And Replace Sidewalk MAG Standard Detail 230			**989.00**	**SF**
Remove And Replace Concrete Sidewalk			989.00	SF
CP-Concrete Demo Sidewalk Crew (650.00 SF/DY, 1.52 DY, 8.00 HR/DY)			989.00	SF
Truck - Crew			12.17	HR
Backhoe - Light			12.17	HR
Dump Truck - 10 Wheel			12.17	HR
Foreman			12.17	HR
Operator: Small Equipment			12.17	HR
Laborer			12.17	HR
Truck Driver			12.17	HR
Subgrade Preparation (469.44 SY/DY, 2.11 DY, 8.00 HR/DY)			989.00	SY
Skip Loader - 1.3 CY			16.85	HR
Asphalt Roller - 57in-67in			16.85	HR
Water Truck - 2000 Gal			16.85	HR
Truck - Crew			16.85	HR
Operator: Small Equipment [2]			16.85	HR
Laborer [2]			16.85	HR
Water Truck Driver			16.85	HR
Foreman			16.85	HR
CP-Concrete Sidewalk Crew (200.00 SF/DY, 4.95 DY, 8.00 HR/DY)			989.00	SF
Truck - Crew			39.56	HR
Box Trailer			39.56	HR
Skid Steer			39.56	HR
Foreman			39.56	HR
Concrete Finisher [3]			39.56	HR
Laborer			39.56	HR
Operator: Small Equipment			39.56	HR
Forms, Cure, Stakes			1.00	LS
Aggregate - ABC MAG Spec	100AA00003		18.70	TON
Ready Mix Concrete - MAG B 2500	135ZZ00004		12.60	CY
Dump Fee - Concrete	95040040		1.00	LOAD
10 - Sawcut, Remove, And Replace Pavement MAG Standard Detail 200-1 & 200-2			**1,726.00**	**SY**
Remove Existing AC Trench Paving			1,726.00	SY
CP-Sawcutting Large Crew (291.00 SY/DY, 5.93 DY, 8.00 HR/DY)			1,726.00	SY

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 10 - Sawcut, Remove, And Replace Pavement MAG Standard Detail 200-1 & 200-2 continued)				
Truck - Crew			47.45	HR
Water Truck - 2000 Gal			47.45	HR
Walk Behind Saw - 57 HP			47.45	HR
Foreman			47.45	HR
Operator: Small Equipment			47.45	HR
Laborer [2]			47.45	HR
CP-Asphalt Demo Crew (291.00 SY/DY, 5.93 DY, 8.00 HR/DY)			1,726.00	SY
Truck - Crew			47.45	HR
Dump Truck - 10 Wheel			47.45	HR
Water Truck - 2000 Gal			47.45	HR
Foreman			47.45	HR
Operator: Small Equipment [2]			47.45	HR
Laborer [2]			47.45	HR
Truck Driver			47.45	HR
Water Truck Driver			47.45	HR
Excavator - 35k LB			47.45	HR
Backhoe - Light			47.45	HR
Replace AC Trench Paving			1,726.00	SY
Furnish & Install Trench Patching			1,726.00	SY
Sub AC Paver (P1 Paving & Construction)			1,726.00	SY
11 - Remove And Replace Sidewalk Ramp In Kind - Identified In Potholing			**1.00**	**EACH**
Chandler Blvd			1.00	EACH
CP-Concrete Fine Grade Crew (3.33 EACH/DY, 0.30 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			2.40	HR
Foreman			2.40	HR
Operator: Small Equipment			2.40	HR
Laborer [2]			2.40	HR
Skip Loader - 1.3 CY			2.40	HR
CP-Concrete Demo Ramp Crew (2.50 EACH/DY, 0.40 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			3.20	HR
Backhoe - Light			3.20	HR
Dump Truck - 10 Wheel			3.20	HR
Water Truck - 2000 Gal			3.20	HR
Foreman			3.20	HR
Operator: Small Equipment			3.20	HR
Pipelayer			3.20	HR
Laborer			3.20	HR
Truck Driver			3.20	HR
Water Truck Driver			3.20	HR
CP-Concrete Ramp Crew (0.78 EACH/DY, 1.29 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			10.29	HR
Box Trailer			10.29	HR
Concrete Finisher [3]			10.29	HR
Laborer [2]			10.29	HR
Foreman			10.29	HR
Form Work , Cure, Tactile Warning Strips			1.00	LS

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 11 - Remove And Replace Sidewalk Ramp In Kind - Identified In Potholing continued)				
Aggregate - ABC MAG Spec	100AA00003		8.80	TON
Ready Mix Concrete - MAG A 3000	135ZZ00001		4.73	CY
Trucking (1.00 DY, 0.35 Trucks, 0.13 EACH/HR)			1.00	EACH
Dump Fee - Concrete	95040040		1.00	LOAD
12 - Remove & Replace Median			**71.00**	**LF**
Chandler Blvd			71.00	LF
CP-Concrete Fine Grade Crew (35.50 EACH/DY, 2.00 DY, 8.00 HR/DY)			71.00	EACH
Truck - Crew			16.00	HR
Foreman			16.00	HR
Operator: Small Equipment			16.00	HR
Laborer [2]			16.00	HR
Skip Loader - 1.3 CY			16.00	HR
CP-Concrete Demo Ramp Crew (142.00 EACH/DY, 0.50 DY, 8.00 HR/DY)			71.00	EACH
Truck - Crew			4.00	HR
Backhoe - Light			4.00	HR
Dump Truck - 10 Wheel			4.00	HR
Water Truck - 2000 Gal			4.00	HR
Foreman			4.00	HR
Operator: Small Equipment			4.00	HR
Pipelayer			4.00	HR
Laborer			4.00	HR
Truck Driver			4.00	HR
Water Truck Driver			4.00	HR
CP-Concrete Ramp Crew (47.33 EACH/DY, 1.50 DY, 8.00 HR/DY)			71.00	EACH
Truck - Crew			12.00	HR
Box Trailer			12.00	HR
Concrete Finisher [3]			12.00	HR
Laborer			12.00	HR
Foreman			12.00	HR
Form Work , Cure, Tactile Warning Strips			1.00	LS
Aggregate - ABC MAG Spec	100AA00003		5.50	TON
Ready Mix Concrete - MAG A 3000	135ZZ00001		4.73	CY
Trucking (1.00 DY, 0.69 Trucks, 0.25 EACH/HR)			2.00	EACH
Dump Fee - Concrete	95040040		1.00	LOAD
13 - Remove And Replace Valley Gutter & Apron Standard Detail 240			**240.00**	**SF**
Chandler Blvd			240.00	SF
CP-Concrete Valley Gutter Crew (163.56 SF/DY, 1.47 DY, 8.00 HR/DY)			240.00	SF
Truck - Crew			11.74	HR
Box Trailer			11.74	HR
Skid Steer			11.74	HR
Foreman			11.74	HR
Concrete Finisher [4]			11.74	HR
Operator: Small Equipment			11.74	HR
Laborer			11.74	HR
CP-Concrete Demo Valley Gutter Crew (336.00 SF/DY, 0.71 DY, 8.00 HR/DY)			240.00	SF

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 13 - Remove And Replace Valley Gutter & Apron Standard Detail 240 continued)				
Truck - Crew			5.71	HR
Backhoe - Light			5.71	HR
Dump Truck - 10 Wheel			5.71	HR
Water Truck - 2000 Gal			5.71	HR
Foreman			5.71	HR
Operator: Small Equipment			5.71	HR
Pipelayer			5.71	HR
Laborer			5.71	HR
Truck Driver			5.71	HR
Water Truck Driver			5.71	HR
Hydraulic Hammer - 800 FT LB			5.71	HR
CP-Sawcutting Small Crew (368.00 LF/DY, 0.65 DY, 8.00 HR/DY)			240.00	LF
Truck - Crew			5.22	HR
Walk Behind Saw - 44 HP			5.22	HR
Foreman			5.22	HR
Laborer [2]			5.22	HR
Material Per Bid Item			1.00	LS
Aggregate - ABC MAG Spec	100AA00003		0.00	TON
Ready Mix Concrete - MAG A 3000	135ZZ00001		0.00	CY
Subgrade Preparation (280.56 SY/DY, 0.86 DY, 8.00 HR/DY)			240.00	SY
Skip Loader - 1.3 CY			6.84	HR
Asphalt Roller - 57in-67in			6.84	HR
Water Truck - 2000 Gal			6.84	HR
Truck - Crew			6.84	HR
Operator: Small Equipment [2]			6.84	HR
Laborer [2]			6.84	HR
Water Truck Driver			6.84	HR
Foreman			6.84	HR
14 - Replace Concrete Bus Bay COC Standard			**235.00**	**SF**
Trucking (2.00 DY, 0.36 Trucks, 14.69 SF/HR)			235.00	SF
Dump Fee - Concrete	95040040		0.00	LOAD
Chandler Blvd			235.00	SF
CP-Concrete Valley Gutter Crew (163.57 SF/DY, 1.44 DY, 8.00 HR/DY)			235.00	SF
Truck - Crew			11.49	HR
Box Trailer			11.49	HR
Skid Steer			11.49	HR
Foreman			11.49	HR
Concrete Finisher [4]			11.49	HR
Operator: Small Equipment			11.49	HR
Laborer			11.49	HR
CP-Concrete Demo Valley Gutter Crew (500.00 SF/DY, 0.47 DY, 8.00 HR/DY)			235.00	SF
Truck - Crew			3.76	HR
Backhoe - Light			3.76	HR
Dump Truck - 10 Wheel			3.76	HR
Water Truck - 2000 Gal			3.76	HR
Foreman			3.76	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 14 - Replace Concrete Bus Bay COC Standard continued)				
Operator: Small Equipment			3.76	HR
Pipelayer			3.76	HR
Laborer			3.76	HR
Truck Driver			3.76	HR
Water Truck Driver			3.76	HR
Hydraulic Hammer - 800 FT LB			3.76	HR
Subgrade Preparation (250.00 SY/DY, 0.94 DY, 8.00 HR/DY)			235.00	SY
Skip Loader - 1.3 CY			7.52	HR
Asphalt Roller - 57in-67in			7.52	HR
Water Truck - 2000 Gal			7.52	HR
Truck - Crew			7.52	HR
Operator: Small Equipment [2]			7.52	HR
Laborer [2]			7.52	HR
Water Truck Driver			7.52	HR
Foreman			7.52	HR
Concrete Consumables			1.00	LS
Aggregate - ABC MAG Spec	100AA00003		4.40	TON
Ready Mix Concrete - MAG A 3000	135ZZ00001		8.40	CY
CP-Sawcutting Small Crew (642.67 LF/DY, 0.37 DY, 8.00 HR/DY)			235.00	LF
Truck - Crew			2.93	HR
Walk Behind Saw - 44 HP			2.93	HR
Foreman			2.93	HR
Laborer [2]			2.93	HR
Eco Pan	95040040		0.00	LOAD
15 - Abandon In Place 12-inch ACP Watermain W/Grout MAG Std Spec 350			**2,951.00**	**LF**
Chandler Blvd Sta 33+00 To 38+00			500.00	LF
WL-Abandonment Crew (162.50 LF/DY, 3.08 DY, 8.00 HR/DY)			500.00	LF
Truck - Crew			24.62	HR
Backhoe - Light			24.62	HR
Foreman			24.62	HR
Pipelayer			24.62	HR
Laborer			24.62	HR
Operator: Small Equipment			24.62	HR
Miscellaneous-Materials	95040060		1.00	LS
Grout - Mix	125AA00001		15.25	TON
Grout Pump			1.00	EACH
Grout Crew			1.00	EACH
Grouting Crew			1.00	EACH
Truck - Crew			8.00	HR
Operator: Small Equipment			8.00	HR
Laborer			8.00	HR
Chandler Blvd Sta 38+00 To 42+50			450.00	LF
WL-Abandonment Crew (162.50 LF/DY, 2.77 DY, 8.00 HR/DY)			450.00	LF
Truck - Crew			22.15	HR
Backhoe - Light			22.15	HR
Foreman			22.15	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 15 - Abandon In Place 12-inch ACP Watermain W/Grout MAG Std Spec 350 continued)				
Pipelayer			22.15	HR
Laborer			22.15	HR
Operator: Small Equipment			22.15	HR
Miscellaneous-Materials	95040060		1.00	LS
Grout - Mix	125AA00001		13.65	TON
Grout Pump			1.00	EACH
Grout Crew			1.00	EACH
Grouting Crew			1.00	EACH
Truck - Crew			8.00	HR
Operator: Small Equipment			8.00	HR
Laborer			8.00	HR
Chandler Blvd Sta 42+50 To 47+50			500.00	LF
WL-Abandonment Crew (162.50 LF/DY, 3.08 DY, 8.00 HR/DY)			500.00	LF
Truck - Crew			24.62	HR
Backhoe - Light			24.62	HR
Foreman			24.62	HR
Pipelayer			24.62	HR
Laborer			24.62	HR
Operator: Small Equipment			24.62	HR
Miscellaneous-Materials	95040060		1.00	LS
Grout - Mix	125AA00001		15.75	TON
Grout Pump			1.00	EACH
Grout Crew			1.00	EACH
Grouting Crew			1.00	EACH
Truck - Crew			8.00	HR
Operator: Small Equipment			8.00	HR
Laborer			8.00	HR
Chandler Blvd 47+50 To 52+50			500.00	LF
WL-Abandonment Crew (162.50 LF/DY, 3.08 DY, 8.00 HR/DY)			500.00	LF
Truck - Crew			24.62	HR
Backhoe - Light			24.62	HR
Foreman			24.62	HR
Pipelayer			24.62	HR
Laborer			24.62	HR
Operator: Small Equipment			24.62	HR
Miscellaneous-Materials	95040060		1.00	LS
Grout - Mix	125AA00001		13.65	TON
Grout Pump			1.00	EACH
Grouting Crew			1.00	EACH
Truck - Crew			8.00	HR
Operator: Small Equipment			8.00	HR
Laborer			8.00	HR
Chandler Blvd 52+50 To 57+50			570.00	LF
WL-Abandonment Crew (162.50 LF/DY, 3.51 DY, 8.00 HR/DY)			570.00	LF
Truck - Crew			28.06	HR
Backhoe - Light			28.06	HR
Foreman			28.06	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 15 - Abandon In Place 12-inch ACP Watermain W/Grout MAG Std Spec 350 continued)				
Pipelayer			28.06	HR
Laborer			28.06	HR
Operator: Small Equipment			28.06	HR
Miscellaneous-Materials	95040060		1.00	LS
Grout - Mix	125AA00001		17.85	TON
Grout Pump			1.00	EACH
Grouting Crew			1.00	EACH
Truck - Crew			8.00	HR
Operator: Small Equipment			8.00	HR
Laborer			8.00	HR
Chandler Blvd Sta 57+50 To 62+00			431.00	LF
WL-Abandonment Crew (162.50 LF/DY, 2.65 DY, 8.00 HR/DY)			431.00	LF
Truck - Crew			21.22	HR
Backhoe - Light			21.22	HR
Foreman			21.22	HR
Pipelayer			21.22	HR
Laborer			21.22	HR
Operator: Small Equipment			21.22	HR
Miscellaneous-Materials	95040060		1.00	LS
Grout - Mix	125AA00001		13.65	TON
Grout Pump			1.00	EACH
Grouting Crew			1.00	EACH
Truck - Crew			8.00	HR
Operator: Small Equipment			8.00	HR
Laborer			8.00	HR
17 - Abandon In Place 8-inch ACP Watermain W/Grout MAG Std Spec 350			**66.00**	**LF**
Chandler Blvd W7 Sta 28+00 To Sta 33+00			40.00	LF
WL-Abandonment Crew (162.50 LF/DY, 0.25 DY, 8.00 HR/DY)			40.00	LF
Truck - Crew			1.97	HR
Backhoe - Light			1.97	HR
Foreman			1.97	HR
Pipelayer			1.97	HR
Laborer			1.97	HR
Operator: Small Equipment			1.97	HR
Miscellaneous-Materials	95040060		1.00	LS
Grout - Mix	125AA00001		5.25	TON
Grout Pump			1.00	EACH
Grouting Crew			1.00	EACH
Truck - Crew			4.00	HR
Operator: Small Equipment			4.00	HR
Laborer			4.00	HR
Chandler Blvd W2			20.00	LF
WL-Abandonment Crew (162.50 LF/DY, 0.12 DY, 8.00 HR/DY)			20.00	LF
Truck - Crew			0.98	HR
Backhoe - Light			0.98	HR
Foreman			0.98	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 17 - Abandon In Place 8-inch ACP Watermain W/Grout MAG Std Spec 350 continued)				
Pipelayer			0.98	HR
Laborer			0.98	HR
Operator: Small Equipment			0.98	HR
Miscellaneous-Materials	95040060		1.00	LS
Grout - Mix	125AA00001		1.05	TON
Grout Pump			1.00	EACH
Grouting Crew			1.00	EACH
Truck - Crew			4.00	HR
Operator: Small Equipment			4.00	HR
Laborer			4.00	HR
Chandler Blvd W5			6.00	LF
WL-Abandonment Crew (162.50 LF/DY, 0.04 DY, 8.00 HR/DY)			6.00	LF
Truck - Crew			0.30	HR
Backhoe - Light			0.30	HR
Foreman			0.30	HR
Pipelayer			0.30	HR
Laborer			0.30	HR
Operator: Small Equipment			0.30	HR
Miscellaneous-Materials	95040060		1.00	LS
Grout - Mix	125AA00001		1.05	TON
19 - Abandon In Place 6-Inch ACP Watermain W/Grout MAG Std Spec 350			**89.00**	**LF**
Chandler Sta 33+00 To Sta 38+00			9.00	LF
WL-Abandonment Crew (200.00 LF/DY, 0.04 DY, 8.00 HR/DY)			7.00	LF
Truck - Crew			0.28	HR
Backhoe - Light			0.28	HR
Foreman			0.28	HR
Pipelayer			0.28	HR
Laborer			0.28	HR
Operator: Small Equipment			0.28	HR
Grout Pump			1.00	EACH
Grouting Crew			1.00	EACH
Truck - Crew			4.00	HR
Operator: Small Equipment			4.00	HR
Laborer			4.00	HR
Chandler Blvd Sta 47+50 To Sta 52+50			19.00	LF
WL-Abandonment Crew (200.00 LF/DY, 0.10 DY, 8.00 HR/DY)			19.00	LF
Truck - Crew			0.76	HR
Backhoe - Light			0.76	HR
Foreman			0.76	HR
Pipelayer			0.76	HR
Laborer			0.76	HR
Operator: Small Equipment			0.76	HR
Miscellaneous-Materials	95040060		1.00	LS
Grout - Mix	125AA00001		1.05	TON
Grout Pump			1.00	EACH
Grouting Crew			1.00	EACH

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 19 - Abandon In Place 6-Inch ACP Watermain W/Grout MAG Std Spec 350 continued)				
Truck - Crew			4.00	HR
Operator: Small Equipment			4.00	HR
Laborer			4.00	HR
Chandler Blvd Sta 71+00 To Sta 76+00			61.00	LF
WL-Abandonment Crew (200.00 LF/DY, 0.31 DY, 8.00 HR/DY)			61.00	LF
Truck - Crew			2.44	HR
Backhoe - Light			2.44	HR
Foreman			2.44	HR
Pipelayer			2.44	HR
Laborer			2.44	HR
Operator: Small Equipment			2.44	HR
Miscellaneous-Materials	95040060		1.00	LS
Grout - Mix	125AA00001		1.05	TON
Grout Pump			1.00	EACH
Grouting Crew			1.00	EACH
Truck - Crew			4.00	HR
Operator: Small Equipment			4.00	HR
Laborer			4.00	HR
20 - Abandon 12-Inch Gate Valve In Closed Position MAG Std Det 350			**3.00**	**EACH**
Chandler Blvd Sta 42+50 To Sta 47+50			1.00	EACH
SL-Plug Valve 12in Appurtenance Crew (5.00 EACH/DY, 0.20 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			1.60	HR
Backhoe - Light			1.60	HR
Water Truck - 2000 Gal			1.60	HR
Foreman			1.60	HR
Operator: Small Equipment			1.60	HR
Pipelayer			1.60	HR
Laborer			1.60	HR
Water Truck Driver			1.60	HR
Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		1.05	YARD
Chandler Blvd Sta 47+50 To Sta 52+50			1.00	EACH
SL-Plug Valve 12in Appurtenance Crew (5.00 EACH/DY, 0.20 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			1.60	HR
Backhoe - Light			1.60	HR
Water Truck - 2000 Gal			1.60	HR
Foreman			1.60	HR
Operator: Small Equipment			1.60	HR
Pipelayer			1.60	HR
Laborer			1.60	HR
Water Truck Driver			1.60	HR
Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		1.05	YARD
Chandler Blvd Sta 57+50 To Sta 62+00			1.00	EACH
SL-Plug Valve 12in Appurtenance Crew (5.00 EACH/DY, 0.20 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			1.60	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 20 - Abandon 12-Inch Gate Valve In Closed Position MAG Std Det 350 continued)				
Backhoe - Light			1.60	HR
Water Truck - 2000 Gal			1.60	HR
Foreman			1.60	HR
Operator: Small Equipment			1.60	HR
Pipelayer			1.60	HR
Laborer			1.60	HR
Water Truck Driver			1.60	HR
Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		1.05	YARD
Concrete - Short Load Fee			0.00	EACH
21 - Abandon 8-Inch Gate Valve In Closed Position Standard Detail 350			**7.00**	**EACH**
Chandler Blvd Sta 33+00 To Sta 38+00			1.00	EACH
WL-Abandon Crew (5.00 EACH/DY, 0.20 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			1.60	HR
Backhoe - Light			1.60	HR
Water Truck - 2000 Gal			1.60	HR
Foreman			1.60	HR
Operator: Small Equipment			1.60	HR
Pipelayer			1.60	HR
Laborer			1.60	HR
Water Truck Driver			1.60	HR
Chandler Blvd Sta 42+50 To Sta 47+50			3.00	EACH
WL-Abandon Crew (5.00 EACH/DY, 0.60 DY, 8.00 HR/DY)			3.00	EACH
Truck - Crew			4.80	HR
Backhoe - Light			4.80	HR
Water Truck - 2000 Gal			4.80	HR
Foreman			4.80	HR
Operator: Small Equipment			4.80	HR
Pipelayer			4.80	HR
Laborer			4.80	HR
Water Truck Driver			4.80	HR
Chandler Blvd Sta 47+50 To Sta 52+50			3.00	EACH
WL-Abandon Crew (5.00 EACH/DY, 0.60 DY, 8.00 HR/DY)			3.00	EACH
Truck - Crew			4.80	HR
Backhoe - Light			4.80	HR
Water Truck - 2000 Gal			4.80	HR
Foreman			4.80	HR
Operator: Small Equipment			4.80	HR
Pipelayer			4.80	HR
Laborer			4.80	HR
Water Truck Driver			4.80	HR
Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		7.35	YARD
Concrete - Short Load Fee			1.00	EACH
22 - Abandon 6-inch Gate Valve In Closed Position MAG Standard Detail 350			**4.00**	**EACH**
Chandler Blvd Sta 47+50 To Sta 52+50			1.00	EACH
WL-Abandon Crew (5.00 EACH/DY, 0.20 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			1.60	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 22 - Abandon 6-inch Gate Valve In Closed Position MAG Standard Detail 350 continued)				
Backhoe - Light			1.60	HR
Water Truck - 2000 Gal			1.60	HR
Foreman			1.60	HR
Operator: Small Equipment			1.60	HR
Pipelayer			1.60	HR
Laborer			1.60	HR
Water Truck Driver			1.60	HR
Chandler Blvd Sta 52+50 To Sta 57+50			1.00	EACH
WL-Abandon Crew (5.00 EACH/DY, 0.20 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			1.60	HR
Backhoe - Light			1.60	HR
Water Truck - 2000 Gal			1.60	HR
Foreman			1.60	HR
Operator: Small Equipment			1.60	HR
Pipelayer			1.60	HR
Laborer			1.60	HR
Water Truck Driver			1.60	HR
Chandler Blvd Sta 57+50 To Sta 62+00			2.00	EACH
WL-Abandon Crew (5.00 EACH/DY, 0.40 DY, 8.00 HR/DY)			2.00	EACH
Truck - Crew			3.20	HR
Backhoe - Light			3.20	HR
Water Truck - 2000 Gal			3.20	HR
Foreman			3.20	HR
Operator: Small Equipment			3.20	HR
Pipelayer			3.20	HR
Laborer			3.20	HR
Water Truck Driver			3.20	HR
Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		4.20	YARD
Concrete - Short Load Fee			1.40	EACH
23 - Abandon In Place Water Service Line			**171.00**	**LF**
Chandler Blvd Sta 28+00 To Sta 33+00			14.00	LF
WL-Service Repair Appurtenance Crew (350.00 LF/DY, 0.04 DY, 8.00 HR/DY)			14.00	LF
Truck - Crew			0.32	HR
Backhoe - Light			0.32	HR
Water Truck - 2000 Gal			0.32	HR
Foreman			0.32	HR
Operator: Small Equipment			0.32	HR
Pipelayer			0.32	HR
Laborer			0.32	HR
Water Truck Driver			0.32	HR
Aggregate - ABC MAG Spec	100AA00003		1.54	TON
Chandler Blvd Sta 33+00 To Sta 38+00			49.00	LF
WL-Service Repair Appurtenance Crew (350.00 LF/DY, 0.14 DY, 8.00 HR/DY)			49.00	LF
Truck - Crew			1.12	HR
Backhoe - Light			1.12	HR
Water Truck - 2000 Gal			1.12	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 23 - Abandon In Place Water Service Line continued)				
Foreman			1.12	HR
Operator: Small Equipment			1.12	HR
Pipelayer			1.12	HR
Laborer			1.12	HR
Water Truck Driver			1.12	HR
Aggregate - ABC MAG Spec	100AA00003		3.29	TON
Chandler Blvd Sta 47+50 To Sta 52+50			57.00	LF
WL-Service Repair Appurtenance Crew (350.00 LF/DY, 0.16 DY, 8.00 HR/DY)			57.00	LF
Truck - Crew			1.30	HR
Backhoe - Light			1.30	HR
Water Truck - 2000 Gal			1.30	HR
Foreman			1.30	HR
Operator: Small Equipment			1.30	HR
Pipelayer			1.30	HR
Laborer			1.30	HR
Water Truck Driver			1.30	HR
Aggregate - ABC MAG Spec	100AA00003		3.85	TON
Chandler Blvd Sta 52+50 To Sta 57+50			54.00	LF
WL-Service Repair Appurtenance Crew (350.00 LF/DY, 0.15 DY, 8.00 HR/DY)			54.00	LF
Truck - Crew			1.23	HR
Backhoe - Light			1.23	HR
Water Truck - 2000 Gal			1.23	HR
Foreman			1.23	HR
Operator: Small Equipment			1.23	HR
Pipelayer			1.23	HR
Laborer			1.23	HR
Water Truck Driver			1.23	HR
Aggregate - ABC MAG Spec	100AA00003		3.30	TON
Chandler Blvd Sta 578+50 To Sta 62+00			21.00	LF
WL-Service Repair Appurtenance Crew (350.00 LF/DY, 0.06 DY, 8.00 HR/DY)			21.00	LF
Truck - Crew			0.48	HR
Backhoe - Light			0.48	HR
Water Truck - 2000 Gal			0.48	HR
Foreman			0.48	HR
Operator: Small Equipment			0.48	HR
Pipelayer			0.48	HR
Laborer			0.48	HR
Water Truck Driver			0.48	HR
Aggregate - ABC MAG Spec	100AA00003		1.98	TON
24 - Remove Existing Water Meter Box & Salvage Meter To City			**2.00**	**EACH**
Chandler Blvd Sta 52+50 To Sta 57+50			2.00	EACH
WL-Water Service Box & Cover Crew (5.00 EACH/DY, 0.40 DY, 8.00 HR/DY)			2.00	EACH
Truck - Crew			3.20	HR
Backhoe - Light			3.20	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 24 - Remove Existing Water Meter Box & Salvage Meter To City continued)				
Water Truck - 2000 Gal			3.20	HR
Foreman			3.20	HR
Operator: Small Equipment			3.20	HR
Pipelayer			3.20	HR
Laborer			3.20	HR
Water Truck Driver			3.20	HR
Material Per Bid Item			1.00	LS
Aggregate - ABC MAG Spec	100AA00003		1.10	TON
Trucking (1.00 DY, 0.25 Trucks, 0.25 EACH/HR)			2.00	EACH
25 - Remove Existing Hydrant Assembly			**2.00**	**EACH**
Chandler Blvd Sta 52+50 To Sta 57+50			2.00	EACH
WL-Fire Hydrant Relocate Appurtenance Crew (3.00 EACH/DY, 0.67 DY, 8.00 HR/DY)			2.00	EACH
Truck - Crew			5.33	HR
Backhoe - Light			5.33	HR
Water Truck - 2000 Gal			5.33	HR
Foreman			5.33	HR
Operator: Small Equipment			5.33	HR
Pipelayer			5.33	HR
Laborer			5.33	HR
Water Truck Driver			5.33	HR
Material Per Bid Item			2.00	LS
Aggregate - ABC MAG Spec	100AA00003		6.60	TON
Trucking (1.00 DY, 0.00 Trucks, 0.00 EACH/HR)			0.00	EACH
28 - Cut & Plug 6-inch Watermain			**2.00**	**EACH**
Chandler Blvd Sta 33+00 To Sta 38+00			2.00	EACH
Aggregate - ABC MAG Spec	100AA00003		2.20	TON
WL- Waterline Crew (2.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			2.00	EACH
Truck - Crew			8.00	HR
Backhoe - Light			8.00	HR
Dump Truck - 10 Wheel [0.5]			8.00	HR
Water Truck - 2000 Gal [0.5]			8.00	HR
Foreman			8.00	HR
Operator: Large Equipment [2]			8.00	HR
Pipelayer			8.00	HR
Laborer [2]			8.00	HR
Truck Driver [0.5]			8.00	HR
Water Truck Driver [0.5]			8.00	HR
Excavator - 20k LB			8.00	HR
Material Per Bid Item Caps, Piping, DIP And Long Body			2.00	LS
Ready Mix Concrete			10.50	BAG
Trucking (3.50 DY, 0.10 Trucks, 0.07 EACH/HR)			2.00	EACH
29 - Cut & Plug 8-inch Watermain			**8.00**	**EACH**
Chandler Blvd Sta 33+00 To Sta 38+00			3.00	EACH
Aggregate - ABC MAG Spec	100AA00003		3.30	TON
WL- Waterline Crew (2.00 EACH/DY, 1.50 DY, 8.00 HR/DY)			3.00	EACH
Truck - Crew			12.00	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 29 - Cut & Plug 8-inch Watermain continued)				
Backhoe - Light			12.00	HR
Dump Truck - 10 Wheel [0.5]			12.00	HR
Water Truck - 2000 Gal [0.5]			12.00	HR
Foreman			12.00	HR
Operator: Large Equipment [2]			12.00	HR
Pipelayer			12.00	HR
Laborer [2]			12.00	HR
Truck Driver [0.5]			12.00	HR
Water Truck Driver [0.5]			12.00	HR
Excavator - 20k LB			12.00	HR
Chandler Blvd Sta 57+50 To Sta 62+00			5.00	EACH
Aggregate - ABC MAG Spec	100AA00003		5.50	TON
WL- Waterline Crew (2.00 EACH/DY, 2.50 DY, 8.00 HR/DY)			5.00	EACH
Truck - Crew			20.00	HR
Backhoe - Light			20.00	HR
Dump Truck - 10 Wheel [0.5]			20.00	HR
Water Truck - 2000 Gal [0.5]			20.00	HR
Foreman			20.00	HR
Operator: Large Equipment [2]			20.00	HR
Pipelayer			20.00	HR
Laborer [2]			20.00	HR
Truck Driver [0.5]			20.00	HR
Water Truck Driver [0.5]			20.00	HR
Excavator - 20k LB			20.00	HR
Material Per Bid Item Caps, Piping, DIP And Long Body			8.00	LS
Ready Mix Concrete			42.00	BAG
Dump Fee - Dirt			8.00	LOAD
Trucking (4.00 DY, 0.35 Trucks, 0.25 EACH/HR)			8.00	EACH
30 - Cut & Plug 12-inch Watermain			**4.00**	**EACH**
Chandler Blvd Sta 100 To 102 W1			4.00	EACH
WL- Waterline Crew (2.00 EACH/DY, 2.00 DY, 8.00 HR/DY)			4.00	EACH
Truck - Crew			16.00	HR
Excavator - 35k LB			16.00	HR
Backhoe - Light			16.00	HR
Dump Truck - 10 Wheel			16.00	HR
Water Truck - 2000 Gal			16.00	HR
Foreman			16.00	HR
Operator: Large Equipment [2]			16.00	HR
Pipelayer			16.00	HR
Laborer [2]			16.00	HR
Truck Driver			16.00	HR
Water Truck Driver			16.00	HR
Aggregate - ABC MAG Spec	100AA00003		3.30	TON
Material Per Bid Item Caps, Piping, DIP And Long Body			3.00	LS
Trucking (1.00 DY, 1.38 Trucks, 0.50 EACH/HR)			4.00	EACH
Dump Fee - Dirt			4.00	LOAD
Ready Mix Concrete			21.00	BAG

Description	Job Cost ID	Task JC ID	Quantity	UM
31 - Remove 12-inch Gate Valve Backfill With 1/2 Sack CLSM			**2.00**	**EACH**
Chandler Blvd Sta 28+00 To Sta 33+00			2.00	EACH
WL-Water Service Box & Cover Crew (4.00 EACH/DY, 0.50 DY, 8.00 HR/DY)			2.00	EACH
Truck - Crew			4.00	HR
Backhoe - Light			4.00	HR
Water Truck - 2000 Gal			4.00	HR
Foreman			4.00	HR
Operator: Small Equipment			4.00	HR
Pipelayer			4.00	HR
Laborer			4.00	HR
Water Truck Driver			4.00	HR
Pipe Trailer			4.00	HR
Material Per Bid Item			2.00	LS
Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		10.50	YARD
33 - Remove 8-inch Gate Vavle Backfill With 1/2 Sack CLSM			**2.00**	**EACH**
Chandler Blvd Sta 28+00 To Sta 33+00			2.00	EACH
WL-Water Service Box & Cover Crew (4.00 EACH/DY, 0.50 DY, 8.00 HR/DY)			2.00	EACH
Truck - Crew			4.00	HR
Backhoe - Light			4.00	HR
Water Truck - 2000 Gal			4.00	HR
Foreman			4.00	HR
Operator: Small Equipment			4.00	HR
Pipelayer			4.00	HR
Laborer			4.00	HR
Water Truck Driver			4.00	HR
Pipe Trailer			4.00	HR
Material Per Bid Item			2.00	LS
Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		10.50	YARD
38 - 12-Inch Class 350 DIP Watermain W/Polywrap, Valves, Fittings, Vertical/Horizontal Alignment's, & Gate Valves Misc.			**7,372.00**	**LF**
Watermain Installation Chandler Blvd			7,372.00	LF
Dig Lay Backfill 12-inch DIP			7,372.00	LF
12" Mainline (99.66 LF/DY, 74.00 DY, 8.00 HR/DY)			7,375.00	LF
Truck - Crew			592.00	HR
Excavator - 35k LB			592.00	HR
Backhoe - Light			592.00	HR
Dump Truck - 10 Wheel			592.00	HR
Water Truck - 2000 Gal			592.00	HR
Excavator - 20k LB			592.00	HR
Skid Steer with Cold Planer			592.00	HR
Shoring	90200000		74.00	DY
Operator: Large Equipment [2]			592.00	HR
Pipelayer [2]			592.00	HR
Laborer [3]			592.00	HR
Truck Driver			592.00	HR
Water Truck Driver			592.00	HR
Foreman			592.00	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 38 - 12-Inch Class 350 DIP Watermain W/Polywrap, Valves, Fittings, Vertical/Horizontal Alignment's, & Gate Valves Misc.				
Operator: Small Equipment			592.00	HR
Pipe Trailer			592.00	HR
Hyrdo Ex Support (1.00 DY/DY, 10.00 DY, 8.00 HR/DY)			10.00	DY
Combo Truck			80.00	HR
Combo Truck Operator			100.00	HR
Laborer			100.00	HR
Material Handling (Pipe, AB, Haul Off) (100.00 LF/DY, 73.72 DY, 8.00 HR/DY)			7,372.00	LF
Wheel Loader - 40k LB			589.76	HR
Operator: Large Equipment			589.76	HR
Water Truck Driver [0.5]			589.76	HR
Water Truck - 2000 Gal [0.5]			589.76	HR
Trucking (73.00 DY, 2.05 Trucks, 12.62 LF/HR)			7,372.00	LF
Aggregate - ABC MAG Spec	100AA00003		8,426.00	TON
Plates [85]	90200000		75.00	DY
Dump Fee - Dirt			434.00	LOAD
Utlity Conflicts			81.00	EACH
Existing Utility Conflicts (6.00 EACH/DY, 13.50 DY, 8.00 HR/DY)			81.00	EACH
Truck - Crew			108.00	HR
Excavator - 35k LB			108.00	HR
Excavator - 20k LB			108.00	HR
Backhoe - Light			108.00	HR
Dump Truck - 10 Wheel			108.00	HR
Water Truck - 2000 Gal			108.00	HR
Skid Steer with Cold Planer			108.00	HR
Shoring	90200000		13.50	DY
Operator: Large Equipment [2]			108.00	HR
Pipelayer [2]			108.00	HR
Laborer [3]			108.00	HR
Truck Driver			108.00	HR
Water Truck Driver			108.00	HR
Foreman			108.00	HR
Operator: Small Equipment			108.00	HR
Pipe Trailer			108.00	HR
Plates [85]	90200000		10.00	DY
Hyrdo Ex Support (1.67 DY/DY, 6.00 DY, 8.00 HR/DY)			10.00	DY
Combo Truck			48.00	HR
Combo Truck Operator			60.00	HR
Laborer			60.00	HR
Chanlder Blvd Vert Realignments			5.00	EACH
Vertical Realignment (0.42 EACH/DY, 12.00 DY, 8.00 HR/DY)			5.00	EACH
Truck - Crew			96.00	HR
Excavator - 35k LB			96.00	HR
Backhoe - Light			96.00	HR
Dump Truck - 10 Wheel			96.00	HR
Water Truck - 2000 Gal			96.00	HR
Skid Steer with Cold Planer			96.00	HR
Shoring	90200000		12.00	DY

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 38 - 12-Inch Class 350 DIP Watermain W/Polywrap, Valves, Fittings, Vertical/Horizontal Alignment's, & Gate Valves Misc.				
Operator: Large Equipment [2]			96.00	HR
Pipelayer [2]			96.00	HR
Laborer [3]			96.00	HR
Truck Driver			96.00	HR
Water Truck Driver			96.00	HR
Foreman			96.00	HR
Pipe Trailer			96.00	HR
Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		168.00	YARD
Plates [85]	90200000		10.00	DY
Hyrdo Ex Support (1.00 DY/DY, 10.00 DY, 8.00 HR/DY)			10.00	DY
Combo Truck			80.00	HR
Combo Truck Operator			100.00	HR
Laborer			100.00	HR
Install 12-Inch Gate Valve			38.00	EACH
WL-Gate Valve 12in Appurtenance Crew (4.00 EACH/DY, 9.50 DY, 8.00 HR/DY)			38.00	EACH
Truck - Crew			76.00	HR
Backhoe - Light			76.00	HR
Water Truck - 2000 Gal			76.00	HR
Excavator - 35k LB			76.00	HR
Dump Truck - 10 Wheel			76.00	HR
Excavator - 20k LB			76.00	HR
Skid Steer with Cold Planer			76.00	HR
Shoring	90200000		9.50	DY
Foreman			76.00	HR
Operator: Small Equipment			76.00	HR
Pipelayer [2]			76.00	HR
Laborer [3]			76.00	HR
Water Truck Driver			76.00	HR
Truck Driver			76.00	HR
Operator: Large Equipment [2]			76.00	HR
Pipe Trailer			76.00	HR
Cement - Concrete Mix 60#	110ZZ00001		75.00	BAG
Material Per Bid Item			0.00	LS
GC-Chlorine & Pressure Test	10090010		12.00	DY
GC-Chlorine & Pressure Test Crew (1.00 DY/DY, 12.00 DY, 8.00 HR/DY)			12.00	DY
Truck - Crew			96.00	HR
Backhoe - Light			96.00	HR
Water Truck - 2000 Gal			96.00	HR
Hydrostatic Test Pump Trailer			96.00	HR
Foreman			96.00	HR
Operator: Small Equipment			96.00	HR
Pipelayer			96.00	HR
Laborer			96.00	HR
Water Truck Driver			96.00	HR
Chlorine And Dechlorine			1.00	EACH
Plates [20]	90200000		12.00	DY

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 38 - 12-Inch Class 350 DIP Watermain W/Polywrap, Valves, Fittings, Vertical/Horizontal Alignment's, & Gate Valves Misc.				
Vertical Realignment			0.00	LS
GC-Combo Hydro Truck Crew (4.00 EACH/DY, 2.50 DY, 8.00 HR/DY)			10.00	EACH
Combo Truck			20.00	HR
Combo Truck Operator			30.00	HR
Laborer			30.00	HR
RH-Manhole Adjust Crew (4.00 EACH/DY, 9.50 DY, 8.00 HR/DY)			38.00	EACH
Truck - Crew			76.00	HR
Air Compressor - 185CFM			76.00	HR
Foreman			76.00	HR
Laborer [2]			76.00	HR
D 39 - 8-inch Class 350 DIP Watermain With Polywrap, Fittings, And Valves			**210.00**	**LF**
WL- Waterline Crew (49.78 LF/DY, 4.22 DY, 8.00 HR/DY)			210.00	LF
Truck - Crew			33.75	HR
Excavator - 35k LB			33.75	HR
Backhoe - Light			33.75	HR
Dump Truck - 10 Wheel			33.75	HR
Water Truck - 2000 Gal			33.75	HR
Excavator Compaction Wheel			33.75	HR
Operator: Large Equipment			33.75	HR
Pipelayer			33.75	HR
Laborer [2]			33.75	HR
Truck Driver			33.75	HR
Water Truck Driver			33.75	HR
Foreman			33.75	HR
Operator: Small Equipment			33.75	HR
Skid Steer with Cold Planer			33.75	HR
Pipe Trailer			33.75	HR
WL-Gate Valve 8in Appurtenance Crew (4.00 EACH/DY, 1.50 DY, 8.00 HR/DY)			6.00	EACH
Truck - Crew			12.00	HR
Dump Truck - 10 Wheel			12.00	HR
Backhoe - Light			12.00	HR
Water Truck - 2000 Gal			12.00	HR
Excavator - 35k LB			12.00	HR
Excavator Compaction Wheel			12.00	HR
Foreman			12.00	HR
Operator: Small Equipment			12.00	HR
Pipelayer			12.00	HR
Laborer [2]			12.00	HR
Water Truck Driver			12.00	HR
Truck Driver			12.00	HR
Operator: Large Equipment			12.00	HR
Skid Steer with Cold Planer			12.00	HR
Pipe Trailer			12.00	HR
Vertical Realignment (1.00 EACH/DY, 4.00 DY, 8.00 HR/DY)			4.00	EACH
Truck - Crew			32.00	HR
Excavator - 35k LB			32.00	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 39 - 8-inch Class 350 DIP Watermain With Polywrap, Fittings, And Valves continued)				
Backhoe - Light			32.00	HR
Dump Truck - 10 Wheel			32.00	HR
Water Truck - 2000 Gal			32.00	HR
Operator: Large Equipment			32.00	HR
Pipelayer			32.00	HR
Laborer [2]			32.00	HR
Truck Driver			32.00	HR
Water Truck Driver			32.00	HR
Foreman			32.00	HR
Operator: Small Equipment			32.00	HR
Excavator Compaction Wheel			32.00	HR
Skid Steer with Cold Planer			32.00	HR
Pipe Trailer			32.00	HR
Material Per Bid Item			0.00	LS
Aggregate - ABC MAG Spec	100AA00003		134.20	TON
Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		7.88	YARD
Cement - Concrete Mix 60#	110ZZ00001		10.00	BAG
Vertical Realignment			0.00	LS
Shoring	90200000		7.00	DY
Plates [0]	90200000		18.00	DY
Trucking (5.00 DY, 0.56 Trucks, 5.25 LF/HR)			210.00	LF
Dump Fee - Dirt			7.00	LOAD
RH-Manhole Adjust Crew (4.00 EACH/DY, 1.50 DY, 8.00 HR/DY)			6.00	EACH
Truck - Crew			12.00	HR
Air Compressor - 185CFM			12.00	HR
Foreman			12.00	HR
Laborer [2]			12.00	HR
D 40 - 6-Inch Class 350 DIP Watermain W/Polywrap, Fittings, And Valves			**114.00**	**LF**
WL- Waterline Crew (36.25 LF/DY, 3.14 DY, 8.00 HR/DY)			114.00	LF
Truck - Crew			25.16	HR
Excavator - 20k LB			25.16	HR
Backhoe - Light			25.16	HR
Dump Truck - 10 Wheel			25.16	HR
Water Truck - 2000 Gal			25.16	HR
Excavator Compaction Wheel			25.16	HR
Operator: Large Equipment			25.16	HR
Pipelayer			25.16	HR
Laborer [2]			25.16	HR
Truck Driver			25.16	HR
Water Truck Driver			25.16	HR
Foreman			25.16	HR
Operator: Small Equipment			25.16	HR
Skid Steer with Cold Planer			25.16	HR
Pipe Trailer			25.16	HR
WL-Gate Valve 6in Appurtenance Crew (6.00 EACH/DY, 0.67 DY, 8.00 HR/DY)			4.00	EACH
Truck - Crew			5.33	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 40 - 6-Inch Class 350 DIP Watermain W/Polywrap, Fittings, And Valves continued)				
Backhoe - Light			5.33	HR
Water Truck - 2000 Gal			5.33	HR
Dump Truck - 10 Wheel			5.33	HR
Excavator - 20k LB			5.33	HR
Excavator Compaction Wheel			5.33	HR
Foreman			5.33	HR
Operator: Small Equipment			5.33	HR
Pipelayer			5.33	HR
Laborer [2]			5.33	HR
Water Truck Driver			5.33	HR
Truck Driver			5.33	HR
Operator: Large Equipment			5.33	HR
Skid Steer with Cold Planer			5.33	HR
Pipe Trailer			5.33	HR
Vertical Realignment (1.00 EACH/DY, 0.00 DY, 8.00 HR/DY)			0.00	EACH
Truck - Crew			0.00	HR
Backhoe - Light			0.00	HR
Dump Truck - 10 Wheel			0.00	HR
Water Truck - 2000 Gal			0.00	HR
Excavator - 20k LB			0.00	HR
Operator: Large Equipment			0.00	HR
Pipelayer			0.00	HR
Laborer [2]			0.00	HR
Truck Driver			0.00	HR
Water Truck Driver			0.00	HR
Foreman			0.00	HR
Operator: Small Equipment			0.00	HR
Skid Steer with Cold Planer			0.00	HR
Pipe Trailer			0.00	HR
RH-Manhole Adjust Crew (4.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			4.00	EACH
Truck - Crew			8.00	HR
Air Compressor - 185CFM			8.00	HR
Foreman			8.00	HR
Laborer [2]			8.00	HR
Shoring	90200000		4.00	DY
Plates [8]	90200000		4.00	DY
Material Per Bid Item			0.00	LS
Aggregate - ABC MAG Spec	100AA00003		84.18	TON
Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		0.00	YARD
Cement - Concrete Mix 60#	110ZZ00001		20.00	BAG
Trucking (4.00 DY, 0.38 Trucks, 3.56 LF/HR)			114.00	LF
Dump Fee - Dirt			2.00	LOAD
Vertical Realignment			0.00	LS
48 - Thrust Block On Chandler Blvd			**3.00**	**EACH**
Thrust Blocks (3'0"x1'8"x2'0")			3.00	EACH
Ready Mix Concrete - MAG B 2500	135ZZ00004		3.15	CY
Rebar - # 4 (1/2in) 10ft	140ZZ00003		3.30	EACH

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 48 - Thrust Block On Chandler Blvd continued)				
CP-Concrete Replace Crew (2.00 EACH/DY, 1.50 DY, 8.00 HR/DY)			3.00	EACH
Truck - Crew			12.00	HR
Backhoe - Light			12.00	HR
Foreman			12.00	HR
Operator: Small Equipment			12.00	HR
Laborer			12.00	HR
Concrete Finisher [2]			12.00	HR
Box Trailer			12.00	HR
Material Per Bid Item			3.00	LS
Concrete - Short Load Fee			3.00	EACH
D 52 - Connect To Existing 8-inch ACP Water Main To DIP Coupling			**3.00**	**EACH**
WL- Waterline Crew (1.50 EACH/DY, 2.00 DY, 8.00 HR/DY)			3.00	EACH
Truck - Crew			16.00	HR
Excavator - 35k LB			16.00	HR
Backhoe - Light			16.00	HR
Dump Truck - 10 Wheel			16.00	HR
Water Truck - 2000 Gal			16.00	HR
Operator: Large Equipment [2]			16.00	HR
Pipelayer			16.00	HR
Laborer [2]			16.00	HR
Truck Driver			16.00	HR
Water Truck Driver			16.00	HR
Foreman			16.00	HR
Excavator Compaction Wheel			16.00	HR
Pipe Trailer			16.00	HR
GC-Combo Hydro Truck Crew (2.00 EACH/DY, 1.50 DY, 8.00 HR/DY)			3.00	EACH
Combo Truck			12.00	HR
Combo Truck Operator			18.00	HR
Laborer			18.00	HR
Material Per Bid Item			3.00	LS
Ready Mix - Slurry ABC Slurry 1/2 Sack	135AA00002		22.05	YARD
Shoring	90200000		5.00	DY
Plates [6]	90200000		5.00	DY
Cement - Concrete Mix 60#	110ZZ00001		30.00	BAG
Trucking (3.00 DY, 0.35 Trucks, 0.13 EACH/HR)			3.00	EACH
Dump Fee - Dirt [3]			0.00	LOAD
D 57 - Fire Hydrant Assembly COC Standard Detail C-303 & C-305			**2.00**	**EACH**
WL- Fire Hydrant Domestic Water Wet Barrel Crew (1.00 EACH/DY, 2.00 DY, 8.00 HR/DY)			2.00	EACH
Truck - Crew			16.00	HR
Excavator - 10k LB			16.00	HR
Backhoe - Light			16.00	HR
Pipe Trailer			16.00	HR
Water Truck - 2000 Gal [0.5]			16.00	HR
Foreman			16.00	HR
Operator: Large Equipment			16.00	HR
Operator: Small Equipment			16.00	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 57 - Fire Hydrant Assembly COC Standard Detail C-303 & C-305 continued)				
Pipelayer			16.00	HR
Laborer [2]			16.00	HR
Water Truck Driver [0.5]			16.00	HR
Material Per Bid Item			0.00	LS
Aggregate - ABC MAG Spec	100AA00003		4.40	TON
D 59 - 1" Type K Soft Copper Service Line COC Standard Detail C-301			**62.00**	**LF**
WL-Water Service 1in W/ Box & Cover Crew (50.57 LF/DY, 1.23 DY, 8.00 HR/DY)			62.00	LF
Truck - Crew			9.81	HR
Water Truck - 2000 Gal [0.5]			9.81	HR
Foreman			9.81	HR
Pipelayer			9.81	HR
Laborer [2]			9.81	HR
Water Truck Driver [0.5]			9.81	HR
Operator: Large Equipment			9.81	HR
Pipe Trailer			9.81	HR
Backhoe - Light			9.81	HR
Excavator - 10k LB			9.81	HR
Operator: Small Equipment			9.81	HR
Material Per Bid Item			0.00	LS
Aggregate - ABC MAG Spec	100AA00003		14.30	TON
Plates [4]	90200000		0.00	DY
Shoring	90200000		0.00	DY
D 60 - 1.5" Copper Service Line COC Standard Detail C-301			**119.00**	**LF**
WL-Water Service 1.5in W/ Box & Cover Crew (89.50 LF/DY, 1.33 DY, 8.00 HR/DY)			119.00	LF
Truck - Crew			10.64	HR
Water Truck - 2000 Gal [0.5]			10.64	HR
Pipe Trailer			10.64	HR
Backhoe - Light			10.64	HR
Excavator - 10k LB			10.64	HR
Foreman			10.64	HR
Pipelayer			10.64	HR
Laborer [2]			10.64	HR
Water Truck Driver [0.5]			10.64	HR
Operator: Large Equipment			10.64	HR
Operator: Small Equipment			10.64	HR
Material Per Bid Item			0.00	LS
Aggregate - ABC MAG Spec	100AA00003		27.50	TON
Plates [4]	90200000		0.00	DY
Shoring	90200000		0.00	DY
D 61 - 2" Rigid Copper Service Line COC Standard Detail C-301			**65.00**	**LF**
WL-Water Service 2in W/ Box & Cover Crew (73.00 LF/DY, 0.89 DY, 8.00 HR/DY)			65.00	LF
Truck - Crew			7.12	HR
Water Truck - 2000 Gal [0.5]			7.12	HR
Pipe Trailer			7.12	HR
Backhoe - Light			7.12	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 61 - 2" Rigid Copper Service Line COC Standard Detail C-301 continued)				
Excavator - 10k LB			7.12	HR
Foreman			7.12	HR
Pipelayer			7.12	HR
Laborer [2]			7.12	HR
Water Truck Driver [0.5]			7.12	HR
Operator: Large Equipment			7.12	HR
Operator: Small Equipment			7.12	HR
Material Per Bid Item			0.00	LS
Aggregate - ABC MAG Spec	100AA00003		15.40	TON
Shoring	90200000		0.00	DY
Plates [4]	90200000		0.00	DY
D 62 - Locate & Connect Existing Services			**7.00**	**EACH**
WL- Waterline Crew (3.00 EACH/DY, 2.33 DY, 8.00 HR/DY)			7.00	EACH
Truck - Crew			18.67	HR
Backhoe - Light			18.67	HR
Excavator - 10k LB			18.67	HR
Operator: Large Equipment			18.67	HR
Pipelayer			18.67	HR
Laborer			18.67	HR
Foreman			18.67	HR
Operator: Small Equipment			18.67	HR
Material Per Bid Item			7.00	LS
Aggregate - ABC MAG Spec	100AA00003		7.70	TON
D 64 - 1.5" Backflow Preventer & Enclosure COC Standard Detail C-311			**1.00**	**EACH**
Backflow Preventer Small (1.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			8.00	HR
Water Truck - 2000 Gal [0.5]			8.00	HR
Pipe Trailer			8.00	HR
Backhoe - Light			8.00	HR
Excavator - 10k LB			8.00	HR
Foreman			8.00	HR
Pipelayer			8.00	HR
Laborer [2]			8.00	HR
Water Truck Driver [0.5]			8.00	HR
Operator: Large Equipment			8.00	HR
Operator: Small Equipment			8.00	HR
CP-Concrete Sidewalk Crew (1.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			8.00	HR
Box Trailer			8.00	HR
Foreman			8.00	HR
Concrete Finisher [3]			8.00	HR
Laborer			8.00	HR
Material Per Bid Item			1.00	LS
Aggregate - ABC MAG Spec	100AA00003		3.30	TON
Subcontracted-Certification			1.00	DY
Material Per Bid Item Concrete			1.00	LS

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 64 - 1.5" Backflow Preventer & Enclosure COC Standard Detail C-311 continued)				
Ready Mix Concrete - MAG B 2500	135ZZ00004		1.05	CY
Concrete - Short Load Fee			1.00	EACH
67 - 6" Backflow Preventer And Enclosure COC Standard Detail C-315			**1.00**	**EACH**
WL-Double Check Backflow Preventer 6in Appurtenance Crew (0.50 EACH/DY, 2.00 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			16.00	HR
Backhoe - Light			16.00	HR
Water Truck - 2000 Gal			16.00	HR
Foreman			16.00	HR
Operator: Small Equipment			16.00	HR
Pipelayer			16.00	HR
Laborer [2]			16.00	HR
Water Truck Driver			16.00	HR
Excavator - 20k LB			16.00	HR
Dump Truck - 10 Wheel			16.00	HR
Operator: Large Equipment			16.00	HR
Excavator Compaction Wheel			16.00	HR
Pipe Trailer			16.00	HR
CP-Concrete Sidewalk Crew (0.50 EACH/DY, 2.00 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			16.00	HR
Box Trailer			16.00	HR
Foreman			16.00	HR
Concrete Finisher [3]			16.00	HR
Laborer			16.00	HR
Material Per Bid Item			1.00	LS
Aggregate - ABC MAG Spec	100AA00003		6.60	TON
Subcontracted-Certfication			1.00	DY
Material Per Bid Item Concrete			1.00	LS
Ready Mix Concrete - MAG B 2500	135ZZ00004		4.20	CY
68 - Water Meter Box			**3.00**	**EACH**
WL-Water Service 1in W/ Box & Cover Crew (5.00 EACH/DY, 0.60 DY, 8.00 HR/DY)			3.00	EACH
Truck - Crew			4.80	HR
Foreman			4.80	HR
Pipelayer			4.80	HR
Laborer			4.80	HR
Pipe Trailer			4.80	HR
Backhoe - Light			4.80	HR
Operator: Small Equipment			4.80	HR
Flatbed Trailer			4.80	HR
69 - 2" Combo Air Relief Valve			**1.00**	**EACH**
ARV Installation (1.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			8.00	HR
Water Truck - 2000 Gal [0.5]			8.00	HR
Pipe Trailer			8.00	HR
Backhoe - Light			8.00	HR
Excavator - 10k LB			8.00	HR

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 69 - 2" Combo Air Relief Valve continued)				
Foreman			8.00	HR
Pipelayer			8.00	HR
Laborer [2]			8.00	HR
Water Truck Driver [0.5]			8.00	HR
Operator: Large Equipment			8.00	HR
Operator: Small Equipment			8.00	HR
CP-Concrete Sidewalk Crew (1.00 EACH/DY, 1.00 DY, 8.00 HR/DY)			1.00	EACH
Truck - Crew			8.00	HR
Box Trailer			8.00	HR
Foreman			8.00	HR
Concrete Finisher [3]			8.00	HR
Laborer			8.00	HR
Material Per Bid Item			0.00	LS
Aggregate - ABC MAG Spec	100AA00003		14.30	TON
Material Per Bid Item Concrete			1.00	LS
Ready Mix Concrete - MAG B 2500	135ZZ00004		1.05	CY
Concrete - Short Load Fee			1.00	EACH
72 - General Conditions			**3.00**	**MO**
Trash Dumpsters / Dump Fees			3.00	MO
Connex Boxes			3.00	MO
Water Meter			0.00	EACH
Water & Ice			14.00	WK
Office & Yard Rental			3.00	MO
Project Utilities			3.00	MO
Project Sanitation			3.00	MO
Temporary Fencing			3.00	MO
Senior Project Manager			3.00	MO
Senior Project Manager (11.50 DY/MO, 34.50 DY, 8.00 HR/DY)			3.00	MO
Truck - Management			276.00	HR
Sr. Project Manager			276.00	HR
Assistant Project Manager			3.00	MO
Assistant Project Manager Crew (21.60 DY/MO, 64.80 DY, 8.00 HR/DY)			3.00	MO
Truck - Management			518.40	HR
Project Manager			518.40	HR
General / Project Superintendent			3.00	MO
Superintendent (10.80 DY/MO, 32.40 DY, 8.00 HR/DY)			3.00	MO
Truck - Management			259.20	HR
Superintendent			259.20	HR
Field Superintendent			3.00	MO
Field Superintendent (21.60 DY/MO, 64.80 DY, 8.00 HR/DY)			3.00	MO
Truck - Management			518.40	HR
Field Superintendent			518.40	HR
Field Communication			3.00	MO
First Aid			0.00	EACH
ST&S, Safety Supplies, Training, Small Tools			16,556.00	MH
Job Office Expense			3.00	MO

Description	Job Cost ID	Task JC ID	Quantity	UM
(Item 72 - General Conditions continued)				
Drone Photography			3.00	MO

Exhibit D4: List of GMP-003 Documents

CHANDLER AND DOBSON WATERMAIN REPLACEMENT
COC Project Number: WW2005.403
GMP-003
(06/15/2023)

DOCUMENTS:

- CITY OF CHANDLER, ARIZONA – CHANDLER BOULEVARD DOBSON ROAD TO CHIPPEWA PLACE WATER MAIN IMPROVEMENT, CITY PROJECT NO. WW2005.403, DATE: MAY, 2023
- CITY OF CHANDLER, ARIZONA – CHANDLER BOULEVARD DOBSON ROAD TO CHIPPEWA PLACE WATER MAIN IMPROVEMENT, CITY PROJECT NO. WW2005.403, DATE: MAY 31, 2023, TECHNICAL SPECIFICATIONS
- WW2005.252 – CHANDLER BOULEVARD AND DOBSON ROAD SEWER AND WATER IMPROVMENTS – PRECONSTRUCTION CONTRACT
- SAECO – DIBBLE ENGINEERING – ISSUED - GEOTECHNICAL STUDY – CHANDLER BOULEVARD WATER MAIN IMPROVMENTS DOBSON TO CHIPPEWA PLACE, CHANDLER, ARIZONA
- UTILITY POTHOLE DATA – SSC UNDERGROUND
- GIS / GPS DATA DELIVERY REQUIRMENT, CITY OF CHANDLER

Exhibit D5: Clarification & Assumptions

CHANDLER & DOBSON WATERMAIN REPLACEMENT

COC Project No.: WW2005.403

GMP-003

[06/15/2023]

1. This GMP-003 is based on 100% design drawings and as-builts. If actual conditions/locations differ from those shown on the Project Documents, additional and equitable compensation may be requested. These additional costs, if encountered, will be a change in scope and compensated from owner's contingency.
2. GMP-003 does not include costs for the remediation of hazardous waste materials not generated by CMAR.
3. CMAR acknowledges the city code 11-10.2: Construction Noise. Contractor normal working hours are assumed to be from 7:00AM to 5:00PM (6:00AM start time from May to September), but after hours and 24-hour operations may be required to facilitate the construction of this project.
4. Traffic control costs include setup, rental and teardown as deemed by COC Traffic. The assumption is single lane closure that will be expanded to a double lane from 8:30AM to 3:30PM. It is expected that all traffic control devices will be able to be left overnight in a single lane closure over running line. Additional costs not included in this GMP will be incurred if they are required to be removed overnight.
5. Limited work will be allowed from November 18, 2023, to January 2, 2023, to sections of the project on the west bound lanes on Chandler boulevard from Arrowhead Drive to Meadow Drive. No testing will be available in the week of December 25-29.
6. GMP-003 includes costs for currently identified engineering, design, environmental, survey, and community relation efforts determined in the design phase. Additional efforts encountered or added due to increased scope of work elements or unforeseen conditions to be encumbered in Owner or Contractor Contingency line items.
7. Excludes any costs associated with blasting or hydraulic breakers of any kind.
8. The replacement of the water schedule will begin in August of 2023 and finish October of 2024. Due to asphalt treatment, initial, and final striping the project will not be 100% complete by December of 2024 dictated by the striping company does not warranty the striping until 30 days of cure has been completed on the treatment.
9. Pavement patching or restoration is bid to complete per the COC standard materials for arterial roadways.
10. Excludes costs for repair of pre-existing damage of any private and public roadways used to access this project. If required, costs to be reimbursed from Owner or Contractor Contingency.
11. The contractor's Contingency Usage will be utilized per General Condition 15.4.1 included in the contract.
12. GMP-003 assumes access can be granted to CMAR for suitable staging and installation of the water main replacement at the various sections.
13. Excludes operation of any existing valves on the City of Chandler system.
14. CMAR is aware of the lead time for the materials due to the current market conditions but assumes the majority of the materials can be stored in the laydown yard location.
15. After installation of the water main line, CMAR will backfill the trench as designated on the plan sheets by utilizing ½ sack slurry in all intersection work, large vertical realignments

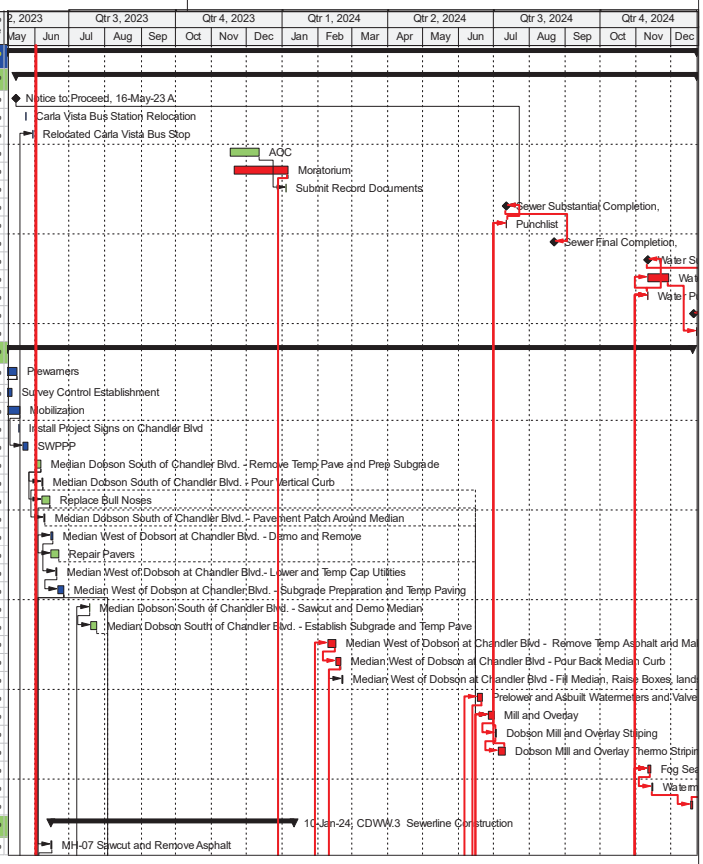
under the exiting utilities, and will use ABC in all other applications by mechanically compacting and testing for compaction.

16. CMAR intends to place plates on top of the asphalt during construction under a 24-hour lane closure and mill plates flush with asphalt or temp cold patch with asphalt 2" asphalt at driveway access points only at the CMAR discretion.
17. Excavation for mainline pipe install will be hauled off and disposed of offsite. Backfill will consist of imported aggregates and/or slurry.
18. CMAR will utilize Pipeline Services for all hot taps for existing waterlines.
19. Pavement removal and replacement associated with the water line replacement is quantified based on discussions from the design phase meetings. If there is a discrepancy with the GMP plans and quantities are incorrect the direct overrun will be unit cost adjusted through the contractor contingency.
20. This GMP includes a CMAR Contingency based on the risk register. All quantity variations for difference in length and vertical depth based on project drawings vs. field verified measurements, and for variations of individual property service connections will be direct unit cost reimbursable through contingency.
21. Fog seal will be applied as designated by the City of Chandler and provided a best estimate based on the parameter give and quantity overrun will be paid from contractor's contingency.
22. Abandonment of the existing ACP and CIP pipe is grout filled. CMAR will provide materials and service to complete work but does not anticipate any testing of the existing line post grout abandonment. A plan will be produced, submitted, and approved by the owner prior to commencement of the work.
23. Tax credit only applies to pipe materials 4-inch or larger. Please see the summary sheet in the appendix for reference.
24. Subcontractor selection follows 17.6 of the general conditions in the contract.
25. CMAR expectation is to close sidewalks and bike paths in the construction zone and route pedestrians to the nearest ADA compliant crossing and detour pedestrians to the opposite of the roadway around the work zone. No barriers, special ramps, temp bus stops, slip resistant plating, or similar pedestrian related control has been added to this GMP. Additional requirements will be paid through the Traffic Control allowance.
26. CMAR has provided the GMP with adjusted locations with limited isolation valves. The anticipation is all other locations the City of Chandler will be able to isolate section of the pipe to complete all tie overs. Any additional work will be considered a change from Owners Contingency.
27. Engineering for pipe supports is excluded in this GMP.
28. Cost for coordination with the water services department and shutdown planning is included in the GMP.
29. To limit construction work area, the CMAR plans to install test section of the new mainline as isolation is available and continually tie the lines over in section on the project to eliminate multiple mobilization into section of the ROW to limit the impact to the public. Once the tie-in is completed the existing line will be abandoned and surface restoration will be completed.
30. The CMAR feels there is risk associated with the Valley Gutters at many local streets running parallel to the trench with less than a few feet separation and has added additional replacement in contingency.

31. CMAR will provide an onsite trailer for staff with internet access that will have limited space for large meetings. CMAR does not have costs for the owner or owner's representative facilities in its GMP.
32. Traffic Control at intersection work is estimated at a 24 hour per day closure with a full 8 hour working day available as approved by the city Engineer.
33. Night work is not anticipated except for tie ins identified in preconstructions for water shutdowns at specific locations as approved by the city Engineer.
34. 72-hour and 24-hour notice notifications required for water shut down and service tie-overs are included in the cost by the Contractor.
35. ACP disposal for quantity on plans is included in the CMAR cost.
36. All specialty asphalt, concrete, and/or paver unless expressed explicitly on the plans would be compensated through owner's contingency.
37. Material salvage will be taken to the COC facilities (McQueen Yard) and placed in the designated area after notifying City Water Distribution.
38. Unit Price Contract Administration: This GMP will be administered as a Measured Quantity/Unit Price, Guaranteed Not-to-Exceed Contract. The Schedules of Values are defined by the individual work/pay items plus fee structure, and markups. Final contract price/payout will be based on field measured, final completed quantities at the approved unit prices, approved allowance and/or contingency utilization, and approved change orders. It is understood that these City approved prices including mark-ups are the "Cost of the Work". The mark-up structure on the Schedule of Values (Exhibit D3) will apply to Change Orders and/or Extra Work, allowances, and contingencies. Pay Item under-runs and/or unused items shall fall to Owner's contingency for the duration of the project. Quantity over-runs shall be paid at the unit price established in the Schedule of Values for the pay item and shall be paid from Contingency or Change Orders.

D6: GMP-001, GMP-002 & GMP-003 SCHEDULE

Activity ID	Activity Name	Original Duration	Start	Finish	Schedule % Complete
CDWW WW2005.403 - BFC#22-4020-01 - Chandler Blvd & Dobson to Ch		416	08-May-23 A	23-Dec-24	0%
CDWW.1 Adminstrative Items		410	16-May-23	23-Dec-24	0%
A1000	Notice to Proceed	0	16-May-23		100%
A1190	Carla Vista Bus Station Relocation	0	24-May-23	24-May-23	100%
A1030	Relocated Carla Vista Bus Stop	0	30-May-23	30-May-23	100%
A2360	AOC	15	17-Nov-23*	11-Dec-23	0%
A1180	Moratorium	31	20-Nov-23*	05-Jan-24	0%
A2370	Submit Record Documents	0	04-Jan-24	04-Jan-24	0%
A2380	Sewer Substantial Completion	0		12-Jul-24	0%
A2390	Punchlist	0	12-Jul-24	12-Jul-24	0%
A2400	Sewer Final Completion	0		22-Aug-24	0%
A3590	Water Substantial Completion	0		11-Nov-24	0%
A3600	Waterline AOC	15	11-Nov-24	29-Nov-24	0%
A3620	Water Punchlist	0	11-Nov-24	11-Nov-24	0%
A3640	Water Final Completion	0		20-Dec-24	0%
A3630	Submit Record Documents	0	23-Dec-24	23-Dec-24	0%
CDWW.2 General Constuction		415	08-May-23	19-Dec-24	0%
A1010	Prewarners	7	08-May-23	16-May-23	100%
A1020	Survey Control Establishment	5	08-May-23	12-May-23	100%
A1040	Mobilization	10	08-May-23	19-May-23	100%
A2480	Install Project Signs on Chandler Blvd	1	18-May-23	18-May-23	100%
A1050	SWPPP	5	22-May-23	26-May-23	100%
A3490	Median Dobson South of Chandler Blvd. - Remove Temp Pave and Prep Subgrade	3	02-Jun-23	06-Jun-23	0%
A3500	Median Dobson South of Chandler Blvd. - Pour Vertical Curb	2	07-Jun-23	08-Jun-23	0%
A3520	Replace Bull Noses	6	07-Jun-23	14-Jun-23	0%
A3510	Median Dobson South of Chandler Blvd. - Pavement Patch Around Median	1	09-Jun-23	09-Jun-23	0%
A2450	Median West of Dobson at Chandler Blvd. - Demo and Remove	2	15-Jun-23.	16-Jun-23	0%
A3530	Repair Pavers	5	15-Jun-23	21-Jun-23	0%
A2700	Median West of Dobson at Chandler Blvd.- Lower and Temp Cap Utilities	2	19-Jun-23.	20-Jun-23	0%
A2710	Median West of Dobson at Chandler Blvd. - Subgrade Preparation and Temp Paving	4	21-Jun-23.	26-Jun-23	0%
A2720	Median Dobson South of Chandler Blvd. - Sawcut and Demo Median	1	18-Jul-23	18-Jul-23	0%
A2730	Median Dobson South of Chandler Blvd. - Establish Subgrade and Temp Pave	4	19-Jul-23	24-Jul-23	0%
A3420	Median West of Dobson at Chandler Blvd - Remove Temp Asphalt and Make Subgrade	5	09-Feb-24	15-Feb-24	0%
A3430	Median West of Dobson at Chandler Blvd - Pour Back Median Curb	3	16-Feb-24	20-Feb-24	0%
A1060	Median West of Dobson at Chandler Blvd - Fill Median, Raise Boxes, landscape	1	21-Feb-24	21-Feb-24	0%
A1070	Prelower and Asbuilt Watermeters and Valves for Mill and Overlay	5	17-Jun-24	21-Jun-24	0%
A2410	Mill and Overlay	4	26-Jun-24	01-Jul-24	0%
A2340	Dobson Mill and Overlay Striping	2	02-Jul-24	03-Jul-24	0%
A2350	Dobson Mill and Overlay Thermo Striping	5	05-Jul-24	11-Jul-24	0%
A2330	Fog Seal Roadway	3	11-Nov-24	13-Nov-24	0%
A3650	Watermain Chandler Blvd. Striping	2	14-Nov-24	15-Nov-24	0%
A3660	Watermain Chandler Blvd. Thermo	2	18-Dec-24	19-Dec-24	0%
CDWW.3 Sewerline Construction		144	15-Jun-23	10-Jan-24	0%
A2660	MH-07 Sawcut and Remove Asphalt	1	15-Jun-23	15-Jun-23	0%



Actual Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | summary

TASK filter: All Activities

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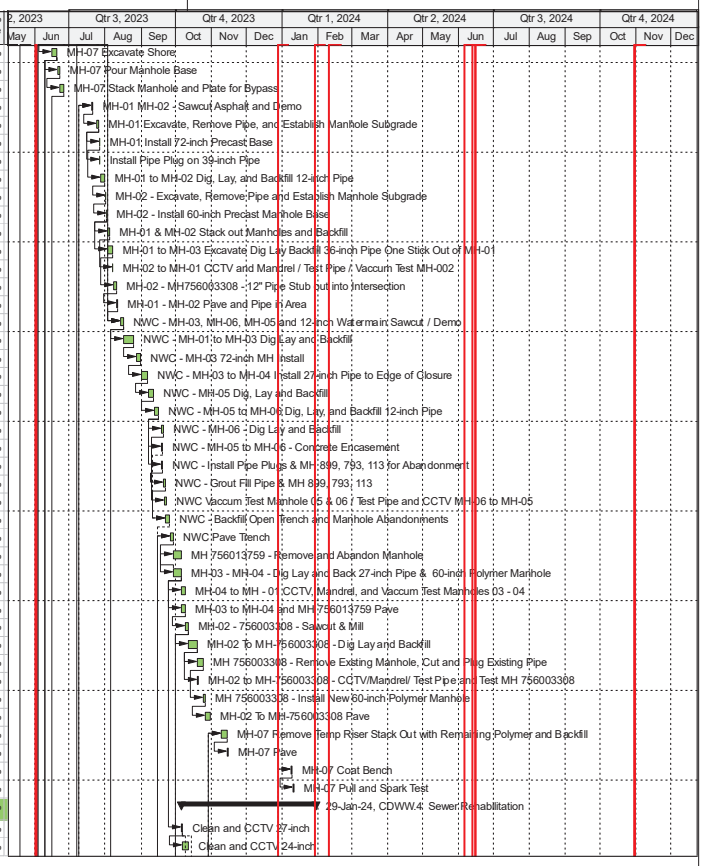
Activity ID	Activity Name	Original Duration	Start	Finish	Schedule % Complete
A2670	MH-07 Excavate Shore	3	16-Jun-23	20-Jun-23	0%
A2680	MH-07 Pour Manhole Base	2	21-Jun-23	22-Jun-23	0%
A2690	MH-07 Stack Manhole and Plate for Bypass	2	23-Jun-23	26-Jun-23	0%
A2810	MH-01 MH-02 - Sawcut Asphalt and Demo	2	20-Jul-23	21-Jul-23	0%
A2820	MH-01 Excavate, Remove Pipe, and Establish Manhole Subgrade	3	24-Jul-23	26-Jul-23	0%
A2830	MH-01 Install 72-inch Precast Base	1	27-Jul-23	27-Jul-23	0%
A2880	Install Pipe Plug on 39-inch Pipe	1	27-Jul-23	27-Jul-23	0%
A2840	MH-01 to MH-02 Dig, Lay, and Backfill 12-inch Pipe	2	28-Jul-23	31-Jul-23	0%
A2850	MH-02 - Excavate, Remove Pipe and Establish Manhole Subgrade	1	01-Aug-23	01-Aug-23	0%
A2860	MH-02 - Install 60-inch Precast Manhole Base	1	02-Aug-23	02-Aug-23	0%
A2870	MH-01 & MH-02 Stack out Manholes and Backfill	2	03-Aug-23	04-Aug-23	0%
A2890	MH-01 to MH-03 Excavate Dig Lay Backfill 36-inch Pipe One Stick Out of MH-01	3	03-Aug-23	07-Aug-23	0%
A3610	MH-02 to MH-01 CCTV and Mandrel / Test Pipe / Vaccum Test MH-002	1	07-Aug-23	07-Aug-23	0%
A2900	MH-02 - MH756003308 - 12" Pipe Stub out into Intersection	3	08-Aug-23	10-Aug-23	0%
A2910	MH-01 - MH-02 Pave and Pipe in Area	1	11-Aug-23	11-Aug-23	0%
A2920	NWC - MH-03, MH-06, MH-05 and 12-inch Watermain Sawcut / Demo	3	14-Aug-23	16-Aug-23	0%
A2930	NWC - MH-01 to MH-03 Dig Lay and Backfill	7	17-Aug-23	25-Aug-23	0%
A2940	NWC - MH-03 72-inch MH Install	4	28-Aug-23	31-Aug-23	0%
A2950	NWC - MH-03 to MH-04 Install 27-inch Pipe to Edge of Closure	3	01-Sep-23	06-Sep-23	0%
A2960	NWC - MH-05 Dig, Lay and Backfill	3	07-Sep-23	11-Sep-23	0%
A2970	NWC - MH-05 to MH-06 Dig, Lay, and Backfill 12-inch Pipe	4	12-Sep-23	15-Sep-23	0%
A2980	NWC - MH-06 - Dig Lay and Backfill	3	18-Sep-23	20-Sep-23	0%
A2990	NWC - MH-05 to MH-06 - Concrete Encasement	2	18-Sep-23	19-Sep-23	0%
A3000	NWC - Install Pipe Plugs & MH 899, 793, 113 for Abandonment	2	18-Sep-23	19-Sep-23	0%
A3010	NWC - Grout Fill Pipe & MH 899, 793, 113	2	20-Sep-23	21-Sep-23	0%
A3220	NWC Vaccum Test Manhole 05 & 06 / Test Pipe and CCTV MH-06 to MH-05	2	21-Sep-23	22-Sep-23	0%
A3020	NWC - Backfill Open Trench and Manhole Abandonments	2	22-Sep-23	25-Sep-23	0%
A3030	NWC Pave Trench	2	26-Sep-23	28-Sep-23	0%
A3140	MH 756013759 - Remove and Abandon Manhole	5	28-Sep-23	05-Oct-23	0%
A3160	MH-03 - MH-04 - Dig Lay and Back 27-inch Pipe & 60-inch Polymer Manhole	5	28-Sep-23	05-Oct-23	0%
A3480	MH-04 to MH - 01 CCTV, Mandrel, and Vaccum Test Manholes 03 - 04	2	05-Oct-23	09-Oct-23	0%
A3540	MH-03 to MH-04 and MH 756013759 Pave	2	05-Oct-23	09-Oct-23	0%
A3550	MH-02 - 756003308 - Sawcut & Mill	2	09-Oct-23	11-Oct-23	0%
A3040	MH-02 To MH-756003308 - Dig Lay and Backfill	6	11-Oct-23	19-Oct-23	0%
A3050	MH 756003308 - Remove Exsting Manhole, Cut and Plug Existing Pipe	3	19-Oct-23	24-Oct-23	0%
A3670	MH-02 to MH-756003308 - CCTV/Mandrel/ Test Pipe and Test MH 756003308	1	19-Oct-23	20-Oct-23	0%
A3060	MH 756003308 - Install New 60-inch Polymer Manhole	2	24-Oct-23	26-Oct-23	0%
A3130	MH-02 To MH-756003308 Pave	2	26-Oct-23	30-Oct-23	0%
A3300	MH-07 Remove Temp Riser Stack Out with Remaining Polymer and Backfill	3	09-Nov-23	14-Nov-23	0%
A3310	MH-07 Pave	1	14-Nov-23	15-Nov-23	0%
A3560	MH-07 Coat Bench	2	08-Jan-24	09-Jan-24	0%
A3680	MH-07 Pull and Spark Test	1	10-Jan-24	10-Jan-24	0%
CDWW.4 Sewer Rehabilitation		**78**	**05-Oct-23**	**29-Jan-24**	**0%**
A3170	Clean and CCTV 27-inch	1	05-Oct-23	06-Oct-23	0%
A3190	Clean and CCTV 24-inch	3	06-Oct-23	11-Oct-23	0%



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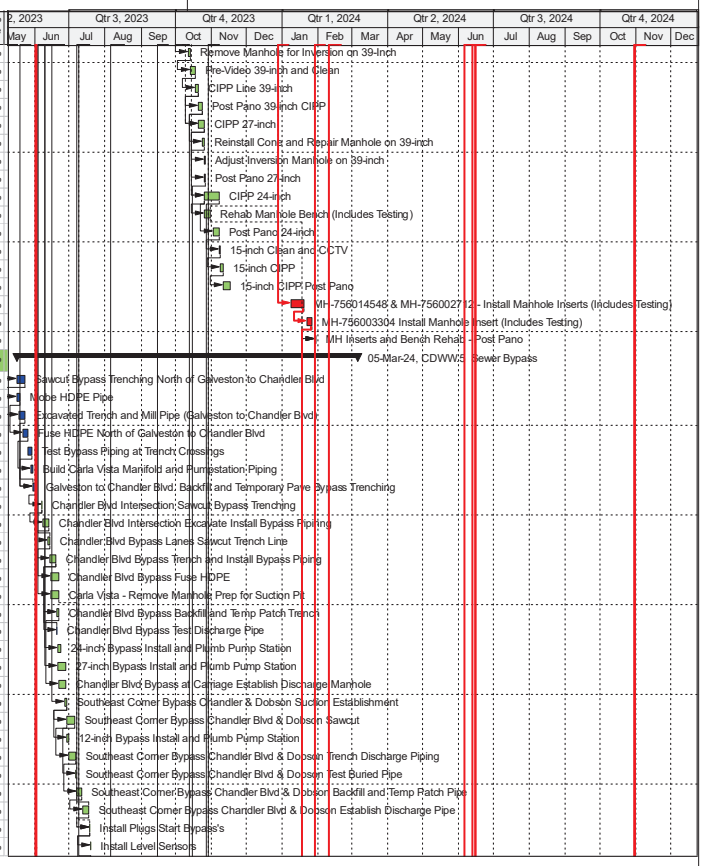
Activity ID	Activity Name	Original Duration	Start	Finish	Schedule % Complete
A3070	Remove Manhole for Inversion on 39-Inch	2	11-Oct-23	13-Oct-23	0%
A3080	Pre-Video 39-inch and Clean	2	13-Oct-23	17-Oct-23	0%
A3090	CIPP Line 39-inch	3	17-Oct-23	20-Oct-23	0%
A3100	Post Pano 39-inch CIPP	1	20-Oct-23	23-Oct-23	0%
A3150	CIPP 27-inch	3	20-Oct-23	25-Oct-23	0%
A3110	Reinstall Cone and Repair Manhole on 39-inch	2	23-Oct-23	25-Oct-23	0%
A3120	Adjust Inversion Manhole on 39-inch	1	25-Oct-23	26-Oct-23	0%
A3180	Post Pano 27-inch	1	25-Oct-23	26-Oct-23	0%
A3200	CIPP 24-inch	9	25-Oct-23	07-Nov-23	0%
A3460	Rehab Manhole Bench (Includes Testing)	3	25-Oct-23	30-Oct-23	0%
A3210	Post Pano 24-inch	3	02-Nov-23	07-Nov-23	0%
A3350	15-inch Clean and CCTV	1	07-Nov-23	08-Nov-23	0%
A3340	15-inch CIPP	2	08-Nov-23	10-Nov-23	0%
A3360	15-inch CIPP Post Pano	4	10-Nov-23	16-Nov-23	0%
A3370	MH-756014548 & MH-756002712 - Install Manhole Inserts (Includes Testing)	10	08-Jan-24	19-Jan-24	0%
A3380	MH-756003304 Install Manhole Insert (Includes Testing)	5	22-Jan-24	26-Jan-24	0%
A3470	MH Inserts and Bench Rehab - Post Pano	1	29-Jan-24	29-Jan-24	0%
CDWW.5	**Sewer Bypass**	204	17-May-23	05-Mar-24	0%
A2420	Sawcut Bypass Trenching North of Galveston to Chandler Blvd	5	17-May-23	23-May-23	100%
A2440	Mobe HDPE Pipe	3	17-May-23	19-May-23	100%
A2510	Excavated Trench and Mill Pipe (Galveston to Chandler Blvd)	4	18-May-23	23-May-23	100%
A2430	Fuse HDPE North of Galveston to Chandler Blvd	5	22-May-23	26-May-23	100%
A2470	Test Bypass Piping at Trench Crossings	2	26-May-23	29-May-23	100%
A2500	Build Carla Vista Manifold and Pumpstation Piping	2	29-May-23	30-May-23	100%
A2490	Galveston to Chandler Blvd. Backfill and Temporary Pave Bypass Trenching	4	30-May-23	02-Jun-23	75%
A2620	Chandler Blvd Intersection Sawcut Bypass Trenching	1	07-Jun-23*	07-Jun-23	0%
A2610	Chandler Blvd Intersection Excavate Install Bypass Pipinng	4	08-Jun-23*	13-Jun-23	0%
A2530	Chandler Blvd Bypass Lanes Sawcut Trench Line	3	12-Jun-23*	14-Jun-23	0%
A2540	Chandler Blvd Bypass Trench and Install Bypass Piping	4	14-Jun-23	19-Jun-23	0%
A2520	Chandler Blvd Bypass Fuse HDPE	5	15-Jun-23	21-Jun-23	0%
A2740	Carla Vista - Remove Manhole Prep for Suction Pit	5	15-Jun-23	21-Jun-23	0%
A2560	Chandler Blvd Bypass Backfill and Temp Patch Trench	2	20-Jun-23	21-Jun-23	0%
A2590	Chandler Blvd Bypass Test Discharge Pipe	1	20-Jun-23	20-Jun-23	0%
A2780	24-inch Bypass Install and Plumb Pump Station	3	21-Jun-23	23-Jun-23	0%
A2790	27-inch Bypass Install and Plumb Pump Station	5	21-Jun-23	27-Jun-23	0%
A2550	Chandler Blvd Bypass at Carriage Establish Discharge Manhole	4	22-Jun-23	27-Jun-23	0%
A2570	Southeast Corner Bypass Chandler & Dobson Suction Establishment	2	27-Jun-23	28-Jun-23	0%
A2580	Southeast Corner Bypass Chandler Blvd & Dobson Sawcut	4	29-Jun-23	05-Jul-23	0%
A2800	12-inch Bypass Install and Plumb Pump Station	2	29-Jun-23	30-Jun-23	0%
A2600	Southeast Corner Bypass Chandler Blvd & Dobson Trench Discharge Piping	4	30-Jun-23	06-Jul-23	0%
A2630	Southeast Corner Bypass Chandler Blvd & Dobson Test Buried Pipe	1	06-Jul-23	06-Jul-23	0%
A2640	Southeast Corner Bypass Chandler Blvd & Dobson Backfill and Temp Patch Pipe	3	07-Jul-23	11-Jul-23	0%
A2650	Southeast Corner Bypass Chandler Blvd & Dobson Establish Discharge Pipe	4	12-Jul-23	17-Jul-23	0%
A2750	Install Plugs Start Bypass's	1	18-Jul-23	18-Jul-23	0%
A2760	Install Level Sensors	1	19-Jul-23	19-Jul-23	0%



Actual Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | summary

TASK filter: All Activities

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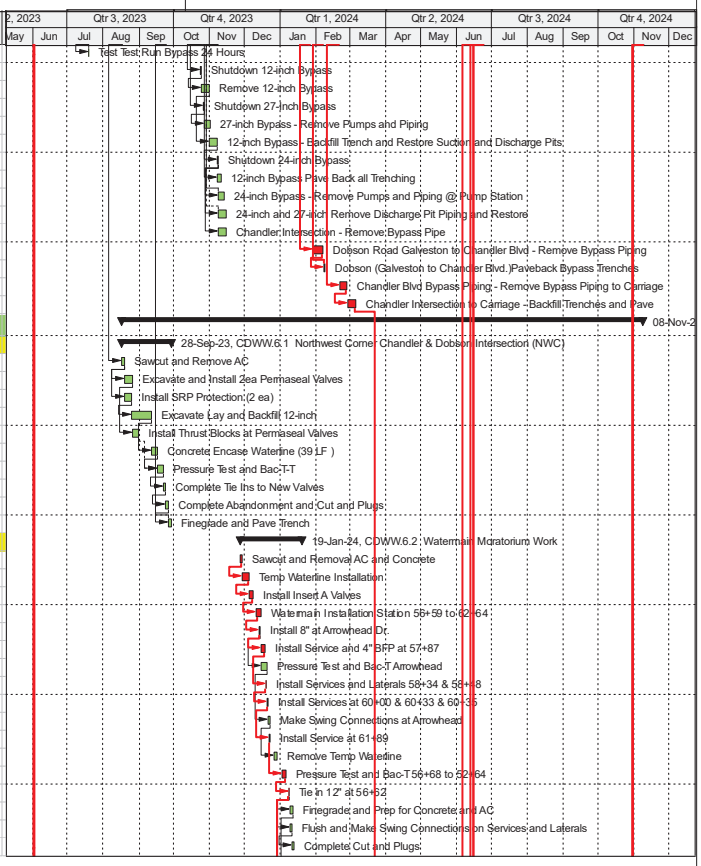
Activity ID	Activity Name	Original Duration	Start	Finish	Schedule % Complete
A2770	Test Test Run Bypass 24 Hours	1	19-Jul-23	19-Jul-23	0%
A3240	Shutdown 12-inch Bypass	1	23-Oct-23	24-Oct-23	0%
A3260	Remove 12-inch Bypass	5	24-Oct-23	31-Oct-23	0%
A3230	Shutdown 27-Inch Bypass	1	26-Oct-23	27-Oct-23	0%
A3280	27-inch Bypass - Remove Pumps and Piping	3	27-Oct-23	01-Nov-23	0%
A3270	12-inch Bypass - Backfill Trench and Restore Suction and Discharge Pits	5	31-Oct-23	07-Nov-23	0%
A3250	Shutdown 24-inch Bypass	1	07-Nov-23	08-Nov-23	0%
A3320	12-inch Bypass Pave Back all Trenching	3	07-Nov-23	10-Nov-23	0%
A3290	24-inch Bypass - Remove Pumps and Piping @ Pump Station	3	08-Nov-23	13-Nov-23	0%
A3330	24-inch and 27-inch Remove Discharge Pit Piping and Restore	5	08-Nov-23	15-Nov-23	0%
A3400	Chandler Intersection - Remove Bypass Pipe	5	08-Nov-23	15-Nov-23	0%
A3390	Dobson Road Galveston to Chandler Blvd - Remove Bypass Piping	7	29-Jan-24	06-Feb-24	0%
A3410	Dobson (Galveston to Chandler Blvd.)Paveback Bypass Trenches	2	07-Feb-24	08-Feb-24	0%
A3440	Chandler Blvd Bypass Piping - Remove Bypass Piping to Carriage	5	21-Feb-24	27-Feb-24	0%
A3450	Chandler Intersection to Carriage - Backfill Trenches and Pave	5	28-Feb-24	05-Mar-24	0%
CDWW.6 Watermain Construction		314	16-Aug-23	08-Nov-24	0%
CDWW.6.1 Northwest Corner Chandler & Dobson Intersection (NWC)		35	16-Aug-23	28-Sep-23	0%
A3570	Sawcut and Remove AC	3	16-Aug-23*	19-Aug-23	0%
A1080	Excavate and Install 2ea Permaseal Valves	6	19-Aug-23	26-Aug-23	0%
A1090	Install SRP Protection (2 ea)	5	19-Aug-23	25-Aug-23	0%
A1100	Excavate Lay and Backfill 12-inch	12	25-Aug-23	11-Sep-23	0%
A1140	Install Thrust Blocks at Permaseal Valves	4	26-Aug-23	31-Aug-23	0%
A1120	Concrete Encase Waterline (39 LF)	5	11-Sep-23	16-Sep-23	0%
A1110	Pressure Test and Bac-T-T	4	16-Sep-23	21-Sep-23	0%
A1130	Complete Tie Ins to New Valves	2	21-Sep-23	23-Sep-23	0%
A1150	Complete Abandonment and Cut and Plugs	2	23-Sep-23	26-Sep-23	0%
A1160	Finegrade and Pave Trench	2	26-Sep-23	28-Sep-23	0%
CDWW.6.2 Watermain Moratorium Work		38	27-Nov-23	19-Jan-24	0%
A3580	Sawcut and Removal AC and Concrete	2	27-Nov-23*	28-Nov-23	0%
A1170	Temp Waterline Installation	4	29-Nov-23*	04-Dec-23	0%
A1200	Install Insert A Valves	4	05-Dec-23	08-Dec-23	0%
A1210	Watermain Installation Station 56+59 to 62+64	5	11-Dec-23	15-Dec-23	0%
A1220	Install 8" at Arrowhead Dr.	2	13-Dec-23	14-Dec-23	0%
A1230	Install Service and 4" BFP at 57+87	2	15-Dec-23	18-Dec-23	0%
A1240	Pressure Test and Bac-T Arrowhead	4	15-Dec-23	20-Dec-23	0%
A1280	Install Services and Laterals 58+34 & 58+48	1	19-Dec-23	19-Dec-23	0%
A1290	Install Services at 60+00 & 60+33 & 60+35	2	20-Dec-23	21-Dec-23	0%
A1250	Make Swing Connections at Arrowhead	2	21-Dec-23	22-Dec-23	0%
A1300	Install Service at 61+89	1	22-Dec-23	22-Dec-23	0%
A1260	Remove Temp Waterline	3	26-Dec-23	28-Dec-23	0%
A1310	Pressure Test and Bac-T 56+68 to 52+64	4	02-Jan-24*	05-Jan-24	0%
A1320	Tie in 12" at 56+62	1	08-Jan-24	08-Jan-24	0%
A1270	Finegrade and Prep for Concrete and AC	3	09-Jan-24	11-Jan-24	0%
A1330	Flush and Make Swing Connections on Services and Laterals	2	09-Jan-24	10-Jan-24	0%
A1440	Complete Cut and Plugs	2	11-Jan-24	12-Jan-24	0%



Actual Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | summary

TASK filter: All Activities

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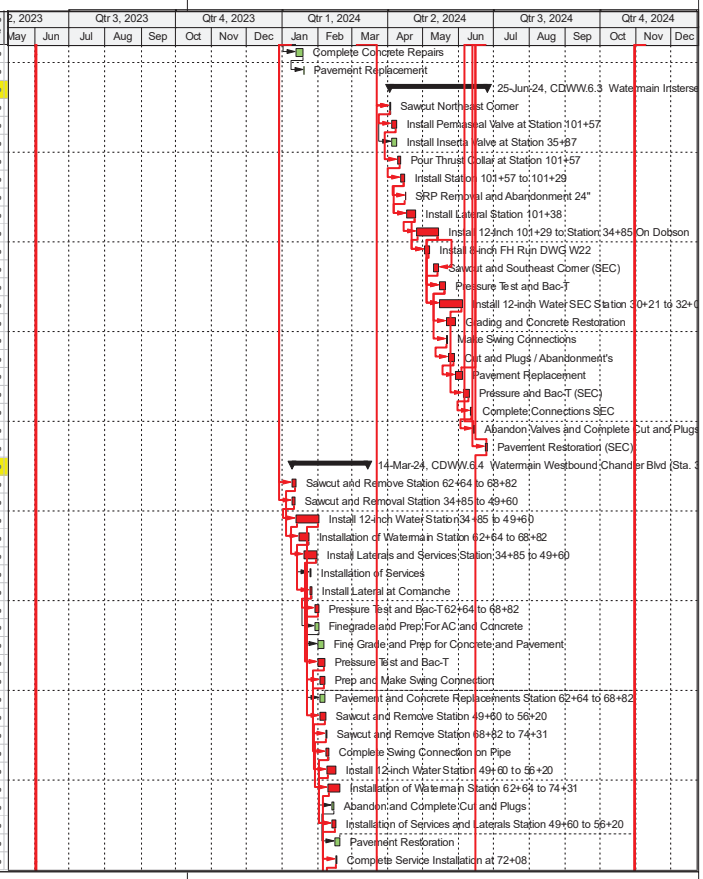
Activity ID	Activity Name	Original Duration	Start	Finish	Schedule % Complete
A1340	Complete Concrete Repairs	5	12-Jan-24	18-Jan-24	0%
A1350	Pavement Replacement	1	19-Jan-24	19-Jan-24	0%
CDWW.6.3	**Watermain Instersection Construction**	60	02-Apr-24	25-Jun-24	0%
A1650	Sawcut Northeast Corner	2	02-Apr-24	03-Apr-24	0%
A1660	Install Permaseal Valve at Station 101+57	3	04-Apr-24	08-Apr-24	0%
A1670	Install Inserta Valve at Station 35+87	3	04-Apr-24	08-Apr-24	0%
A1680	Pour Thrust Collar at Station 101+57	3	09-Apr-24	11-Apr-24	0%
A1690	Install Station 101+57 to 101+29	2	12-Apr-24	15-Apr-24	0%
A2320	SRP Removal and Abandonment 24"	1	16-Apr-24	16-Apr-24	0%
A1700	Install Lateral Station 101+38	6	17-Apr-24	24-Apr-24	0%
A1710	Install 12-Inch 101+29 to Station 34+85 On Dobson	14	25-Apr-24	14-May-24	0%
A1720	Install 8-inch FH Run DWG W22	3	02-May-24	06-May-24	0%
A1780	Sawcut and Southeast Corner (SEC)	3	10-May-24	14-May-24	0%
A1730	Pressure Test and Bac-T	4	15-May-24	20-May-24	0%
A1790	Install 12-inch Water SEC Station 30+21 to 32+00	14	15-May-24	04-Jun-24	0%
A1740	Grading and Concrete Restoration	6	21-May-24	29-May-24	0%
A1750	Make Swing Connections	2	21-May-24	22-May-24	0%
A1770	Cut and Plugs / Abandonment's	3	23-May-24	28-May-24	0%
A1760	Pavement Replacement	5	29-May-24	04-Jun-24	0%
A1800	Pressure and Bac-T (SEC)	4	05-Jun-24	10-Jun-24	0%
A1810	Complete Connections SEC	2	11-Jun-24	12-Jun-24	0%
A1820	Abandon Valves and Complete Cut and Plugs (SEC)	2	13-Jun-24	14-Jun-24	0%
A1840	Pavement Restoration (SEC)	2	24-Jun-24	25-Jun-24	0%
CDWW.6.4	**Watermain Westbound Chandler Blvd (Sta. 35+00 to 74+47) (Chippewa to Dobs**	48	09-Jan-24	14-Mar-24	0%
A1360	Sawcut and Remove Station 62+64 to 68+82	4	09-Jan-24	12-Jan-24	0%
A1890	Sawcut and Removal Station 34+85 to 49+60	3	09-Jan-24	11-Jan-24	0%
A1900	Install 12-inch Water Station 34+85 to 49+60	15	12-Jan-24	01-Feb-24	0%
A1370	Installation of Watermain Station 62+64 to 68+82	7	15-Jan-24	23-Jan-24	0%
A1910	Install Laterals and Services Station 34+85 to 49+60	8	19-Jan-24	30-Jan-24	0%
A1380	Installation of Services	2	24-Jan-24	25-Jan-24	0%
A1390	Install Lateral at Comanche	3	24-Jan-24	26-Jan-24	0%
A1400	Pressure Test and Bac-T 62+64 to 68+82	4	29-Jan-24	01-Feb-24	0%
A1410	Finegrade and Prep For AC and Concrete	4	29-Jan-24	01-Feb-24	0%
A1920	Fine Grade and Prep for Concrete and Pavement	4	31-Jan-24	05-Feb-24	0%
A1930	Pressure Test and Bac-T	5	31-Jan-24	06-Feb-24	0%
A1420	Prep and Make Swing Connection	3	02-Feb-24	06-Feb-24	0%
A1430	Pavement and Concrete Replacements Station 62+64 to 68+82	3	02-Feb-24	06-Feb-24	0%
A1970	Sawcut and Remove Station 49+60 to 56+20	4	02-Feb-24	07-Feb-24	0%
A1450	Sawcut and Remove Station 68+82 to 74+31	2	07-Feb-24	08-Feb-24	0%
A1940	Complete Swing Connection on Pipe	3	07-Feb-24	09-Feb-24	0%
A1980	Install 12-inch Water Station 49+60 to 56+20	6	08-Feb-24	15-Feb-24	0%
A1460	Installation of Watermain Station 62+64 to 74+31	7	09-Feb-24	19-Feb-24	0%
A1950	Abandon and Complete Cut and Plugs	3	12-Feb-24	14-Feb-24	0%
A1990	Installation of Services and Laterals Station 49+60 to 56+20	4	12-Feb-24	15-Feb-24	0%
A1960	Pavement Restoration	3	15-Feb-24	19-Feb-24	0%
A1470	Complete Service Installation at 72+08	1	16-Feb-24	16-Feb-24	0%



Actual Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | summary

TASK filter: All Activities

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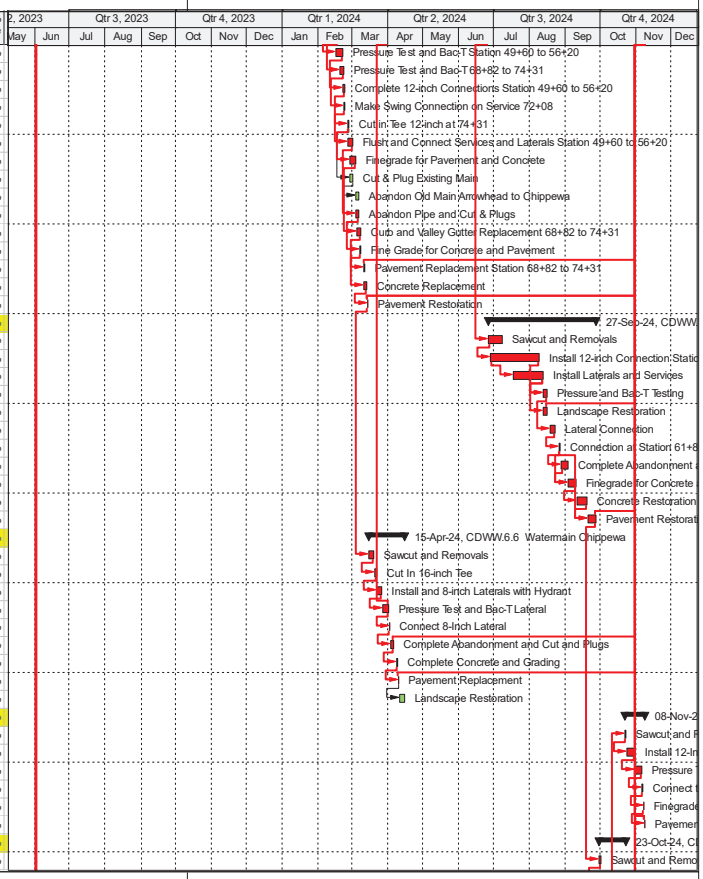
Activity ID	Activity Name	Original Duration	Start	Finish	Schedule % Complete
A2000	Pressure Test and Bac-T Station 49+60 to 56+20	4	16-Feb-24	21-Feb-24	0%
A1480	Pressure Test and Bac-T 68+82 to 74+31	4	19-Feb-24	22-Feb-24	0%
A2010	Complete 12-inch Connections Station 49+60 to 56+20	2	22-Feb-24	23-Feb-24	0%
A1490	Make Swing Connection on Service 72+08	1	23-Feb-24	23-Feb-24	0%
A1500	Cut in Tee 12-inch at 74+31	2	26-Feb-24	27-Feb-24	0%
A2020	Flush and Connect Services and Laterals Station 49+60 to 56+20	5	26-Feb-24	01-Mar-24	0%
A1510	Finegrade for Pavement and Concrete	4	28-Feb-24	04-Mar-24	0%
A1520	Cut & Plug Existing Main	3	28-Feb-24	01-Mar-24	0%
A1530	Abandon Old Main Arrowhead to Chippewa	3	04-Mar-24	06-Mar-24	0%
A2030	Abandon Pipe and Cut & Plugs	3	04-Mar-24	06-Mar-24	0%
A1540	Curb and Valley Gutter Replacement 68+82 to 74+31	4	05-Mar-24	08-Mar-24	0%
A2040	Fine Grade for Concrete and Pavement	2	07-Mar-24	08-Mar-24	0%
A1550	Pavement Replacement Station 68+82 to 74+31	1	11-Mar-24	11-Mar-24	0%
A2050	Concrete Replacement	3	11-Mar-24	13-Mar-24	0%
A2060	Pavement Restoration	1	14-Mar-24	14-Mar-24	0%
CDWW.6.5	**Watermain Eastbound Chandler Blvd (Sta. 32+00 tro 61+81)**	66	26-Jun-24	27-Sep-24	0%
A2070	Sawcut and Removals	8	26-Jun-24	08-Jul-24	0%
A2080	Install 12-inch Connection Station Station 32+00 to Station 61+81	30	28-Jun-24	09-Aug-24	0%
A2090	Install Laterals and Services	18	18-Jul-24	12-Aug-24	0%
A2110	Pressure and Bac-T Testing	4	13-Aug-24	16-Aug-24	0%
A2170	Landscape Restoration	4	13-Aug-24	16-Aug-24	0%
A2120	Lateral Connection	5	19-Aug-24	23-Aug-24	0%
A2130	Connection at Station 61+81	2	26-Aug-24	27-Aug-24	0%
A2160	Complete Abandonment and Cut and Plugs	4	28-Aug-24	03-Sep-24	0%
A2100	Finegrade for Concrete and Paving	6	03-Sep-24	10-Sep-24	0%
A2150	Concrete Restoration	7	11-Sep-24	19-Sep-24	0%
A2140	Pavement Restoration	6	20-Sep-24	27-Sep-24	0%
CDWW.6.6	**Watermain Chippewa**	22	15-Mar-24	15-Apr-24	0%
A1560	Sawcut and Removals	3	15-Mar-24	19-Mar-24	0%
A1570	Cut In 16-inch Tee	3	20-Mar-24	22-Mar-24	0%
A1580	Install and 8-inch Laterals with Hydrant	3	22-Mar-24	26-Mar-24	0%
A1590	Pressure Test and Bac-T Lateral	4	27-Mar-24	01-Apr-24	0%
A1600	Connect 8-Inch Lateral	1	02-Apr-24	02-Apr-24	0%
A1640	Complete Abandonment and Cut and Plugs	3	03-Apr-24	05-Apr-24	0%
A1610	Complete Concrete and Grading	2	08-Apr-24	09-Apr-24	0%
A1620	Pavement Replacement	1	10-Apr-24	10-Apr-24	0%
A1630	Landscape Restoration	3	11-Apr-24	15-Apr-24	0%
CDWW.6.7	**Watermain Interconnect (Sta. 44+80)**	14	22-Oct-24	08-Nov-24	0%
A2180	Sawcut and Removals	2	22-Oct-24	23-Oct-24	0%
A2190	Install 12-Inch Pipe	5	24-Oct-24	30-Oct-24	0%
A2200	Pressure Test and Bac-T	4	31-Oct-24	05-Nov-24	0%
A2210	Connect to Existing Line	1	06-Nov-24	06-Nov-24	0%
A2220	Finegrade for Asphalt	1	07-Nov-24	07-Nov-24	0%
A2230	Pavement Replacement	1	08-Nov-24	08-Nov-24	0%
CDWW.6.8	**Watermain Interconnect (Sta. 55+63)**	18	30-Sep-24	23-Oct-24	0%
A2280	Sawcut and Removals	2	30-Sep-24	01-Oct-24	0%



Actual Level of Effort | Remaining Work | Milestone
Actual Work | Critical Remaining Work | summary

TASK filter: All Activities

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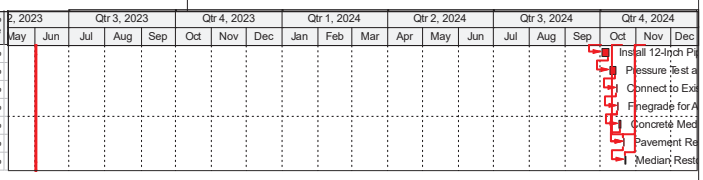
Activity ID	Activity Name	Original Duration	Start	Finish	Schedule % Complete
A2290	Install 12-Inch Pipe	5	02-Oct-24	08-Oct-24	0%
A2240	Pressure Test and Bac-T	4	09-Oct-24	14-Oct-24	0%
A2250	Connect to Existing Line	1	15-Oct-24	15-Oct-24	0%
A2260	Finegrade for Asphalt And Concrete	1	16-Oct-24	16-Oct-24	0%
A2300	Concrete Median Replacement	2	17-Oct-24	18-Oct-24	0%
A2270	Pavement Replacement	1	21-Oct-24	21-Oct-24	0%
A2310	Median Restoration	2	22-Oct-24	23-Oct-24	0%



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D7: CASH FLOW

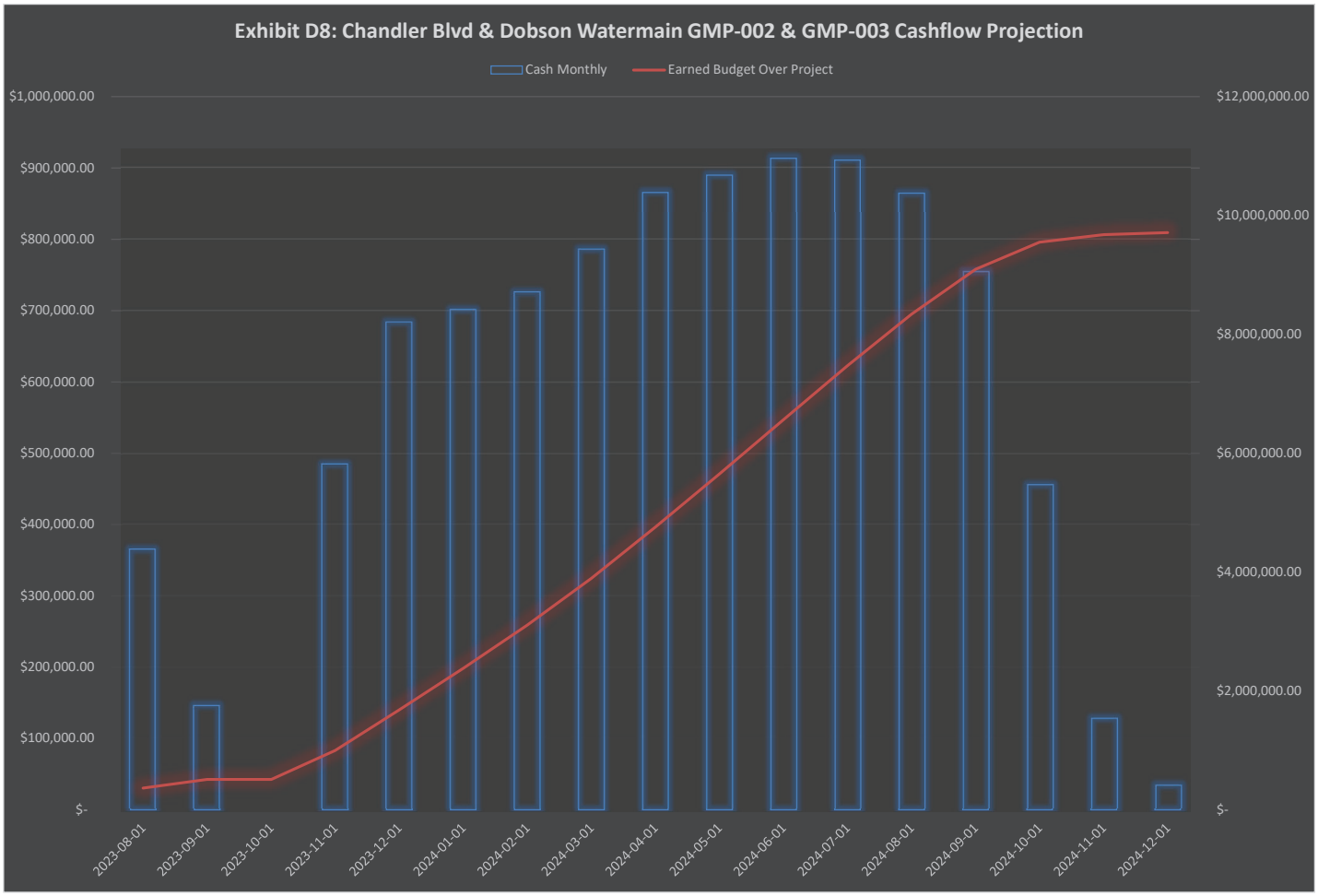
Exhibit D8: Chandler Blvd & Dobson Watermain GMP-002 & GMP-003 Cashflow Projection
Cash Monthly
Earned Budget Over Project
$1,000,000.00
$900,000.00
$800,000.00
$700,000.00
$600,000.00
$500,000.00
$400,000.00
$300,000.00
$200,000.00
$100,000.00
$-
$12,000,000.00
$10,000,000.00
$8,000,000.00
$6,000,000.00
$4,000,000.00
$2,000,000.00
$-
2023-08-01
2023-09-01
2023-10-01
2023-11-01
2023-12-01
2024-01-01
2024-02-01
2024-03-01
2024-04-01
2024-05-01
2024-06-01
2024-07-01
2024-08-01
2024-09-01
2024-10-01
2024-11-01
2024-12-01

D8: RISK REGISTER

Chandler Blvd. Dobson to Chippewa Watermain Replacement Project
GMP-003 Cost Model Risk Matrix

Undesirable (Serious impact to the course of action and outcome)	**Probable (Risk will occur)**
Intolerable (Could result in disaster)	***View Risk Assessment Matrix JPEG attached in Row 1 for scale.***

-	**Chandler Dobson Water Project**	**City of Chandler**	
	Sewer Installation	**Josh Onstott**	

ID	FLAG	IDENTIFIED RISK		BRIEF DESCRIPTION	RISK SEVERITY	RISK LIKELIHOOD	RISK RATING CALCULATION (this section will auto--populate results)	ACTION (this section will auto--populate results)	MITIGATIONS / WARNINGS / REMEDIES / NOTES	Probability Percentage	B&F Cost Impact Potential Impact	Potential Contingency
WMR-01		Trench Collapse	Josh Onstott	Run higher yield on back fill and pavement quantities	Tolerable	Probable	High	CONTINGENCY PLAN	Backfill behind box limit open trenches	25%	$ 161,588.00	$ 40,397.00
WMR-02		Excess Asphalt Replacement due equipment	Josh Onstott	Run higher yield on back fill and pavement quantities	Tolerable	Probable	Low	OK TO PROCEED	Run a calculation to add to contingency	25%	$ 165,850.00	$ 41,462.50
WMR-03		Material Escalation	Josh Onstott	Material have 6 month increases that are not known	Tolerable	Probable	High	CONTINGENCY PLAN	Material all have disclaimer that the price will increase twice during this project for most agregate materials and additional cost will be incurred.	25%	$ 52,000.00	$ 13,000.00
WMR-04		Utility Conflict	Josh Onstott	Unknown utility prevent running line	Undesirable	Improbable	Medium	TAKE MITIGATION EFFORTS	Pothole as many as possible of know utilities and apply contingency if needed. Prepare contingency estimate if a relocation is needed to cover the excess cost associated with the delay	5%	$ 13,744.32	$ 687.22
WMR-05		Labor Escalation	Josh Onstott	Prices of labor have spiked over 18% in the past 15 months and this trend is expected to slow its still a concern and possibility	Acceptable	Possible	Low	OK TO PROCEED	Utilize an average over the company 15 months and apply to all labor hours into contingency.	30%	$ 168,527.20	$ 50,558.16
WMR-06		Equipment Cost Escalation	Josh Onstott	Prices of equipment have went up and parts over 20% in the past years. Likely hood it could continure	Acceptable	Possible	Low	OK TO PROCEED	Average 20% from time of cost model to end of construction	30%	$ 133,312.41	$ 39,993.72
WMR-07		Delays due to isolation issues	Josh Onstott	Delay to complete work due to shutdown failure	Undesirable	Possible	Medium	TAKE MITIGATION EFFORTS	Delay tie overs add cost standby cost	5%	$ 30,700.00	$ 1,535.00
WMR-08		Concrete Quantity Growth	Josh Onstott	Due to alignment of watermain the expectation to ave increases in concrete aprons, ADA ramps, driveways.	Undesirable	Probable	Medium	TAKE MITIGATION EFFORTS	Try to avoid damage and work with COC on replacment on aprons to mitigate extra cost over planned quantities	50%	$ 116,328.89	$ 58,164.45
WMR-09		Traffic Control Overrun of Allowance	Josh Onstott	Due to complex setup and multiple different scenerios at this time there could be chance of overun with out having a defined plan.	Acceptable	Improbable	Low	OK TO PROCEED	Based on final discussion adjust TCP and schedule to account for outcome	20%	$ 123,750.00	$ 24,750.00
WMR-10		Overrun Soft Dig Support	Josh Onstott	Due to the amount of utilities in the running line and the encountered digging conditions the budget established though conservative estimates could run over based on the time and depth to get around the existing utilities.	Acceptable	Possible	Low	OK TO PROCEED	Prepare contingency for 40 extra hours for additional soft dig support.	30%	$ 20,400.00	$ 6,120.00
WMR-11		Fuel Escalation	Josh Onstott	Fuel raises over $5.5 a gallon	Undesirable	Possible	Medium	OK TO PROCEED	Estimate for a contingency for a fuel increase of $1.00 gallon over the life cycle of the project.	50%	$ 114,000.00	$ 57,000.00
WMR-12		Overrun due to slower-than-expected production due to delays	Josh Onstott	During exploritory work in the intersection multipleunknown and abandoned utilities where encountered that were not on the plans and each caused a delay to determine the line until cleared.	Undesirable	Probable	High	TAKE MITIGATION EFFORTS	Taking the crew composition at the hourly rate to determine if 30 utilities are encountered that cause up to a hour delay	50%	$ 152,160.00	$ 76,080.00
		12-Inch Sewer Installation	**Josh Onstott**							**Section Subtotal**	**$ 1,252,360.82**	**$ 409,748.04**
										Totals	**$ 1,252,360.82**	**$ 409,748.04**
											Markup %	$ 64,863.12
											GMP-002 Contingency	($285,881.94)
											Potential Contractors Contingency	**$ 188,729**

EXHIBIT "E"
SUBCONTRACTOR DOCUMENTS WITH CONTRACTOR

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Contractor and their subconctractors, and do not apply to the Agreement between the Contractor and the City.

June 15, 2023

Scott Riter – Construction Project Manager
City of Chandler – Public Works & Utilities
215 E Buffalo Street
Chandler, AZ 85225

RE: Name: Chandler Blvd and Dobson Road Watermain Replacement Project
Project No.: WW2005.403

SUBJECT: Subcontractor and Material Selection – GMP-003

Dear Mr. Riter,

B&F Contracting, Inc. respectfully submits, for your review, our GMP-003 subcontractor and material selection for the forementioned project. The project materials and subcontractors were established in GMP-002 and this GMP has the same solicitation as submitted in GMP-002.

Included in this package are the following documents:

- Subcontractor and Material Quotes
- Allowance Explanation

We are excited about the opportunity to work with the City of Chandler and look forward to discussing this soon. If you or your team have any questions or comments regarding the above items, please contact Josh Onstott at (623)238-3792.

Sincerely,

Josh Onstott

Josh Onstott – Executive Director
Jonstott@bfcontracting.com
B&F Contracting, Inc.

Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029
Office: 623-582-1170|Fax: 623-582-3761
Tucson: 1904 W. Prince Rd. Tucson, AZ 85705
Office: 520-207-8228|Fax: 520-305-3323
AZ Licenses: ROC-089744 A General Contracting
ROC-111282 B-04 General Engineering

Proposal

Subcontractor RFQ Analysis Report

Project Name:	Chandler Dobson Water Install Project	**Customer:**	City of Chandler
Job Number:	W22351 **Bid Number:** W22351	**Billing Address:**	Mail Stop 407, P.O. Box 4008
Bid As:	B&F Contracting, Inc.		Chandler, AZ 85244 USA
Estimator:	Joshua Onstott	**Phone:**	4807823310
Project Address:	Chandler Blvd/ Dobson Rd, Chandler, AZ	**Contact:**	Melanie Sikes
Completion Date:	8/1/2024		

RFQ Group: Asphalt Pavement

Subcontractor Information

Quote	Company Name	Location	Contact	Phone	Minority
1	**P1 Paving & Construction**	**Peoria, AZ**		**(602) 359-0100**	
2	L&L Asphalt LLC	Phoenix, AZ		(623) 434-1200	
3	Gonzalez Asphalt, Inc.	Phoenix, AZ		(623) 594-2245	

Item and Task Prices

Description	Quantity	UM	Quote 1	Quote 2	Quote 3	Quote 4
[1] - Asphalt Mobilization	16.00	EACH	**$1,500.00**	$1,500.00	$0.00	$0.00
[10] - Replace AC Trench Paving	3,345.00	SY	**$80.70**	$92.00	$103.50	$0.00
Total Quoted Price:			**$293,941.50**	$331,740.00	$346,207.50	$0.00
Plug Total For Items and Tasks Not Quoted:			**$0.00**	$0.00	$0.00	$0.00
Adjustments:			**$0.00**	$0.00	$0.00	$0.00
Total Adjusted Price:			**$293,941.50**	$331,740.00	$346,207.50	$0.00

Legend: Bold text denotes the group's selected subcontractor.
P denotes that the value is a plug price.

P1 Paving and Construction LLC

8550 N 91ST AVE STE. 65 PEORIA, ARIZONA 85345
OFFICE: (623) 594-7174 FAX: (623) 594-7159

PROPOSAL

CUSTOMER

ATTN: Amit Satre – B&F Contracting

SUBJECT: Chandler Dobson Water Improvement Project

ADDRESS: Dobson Road & Chandler Blvd

P1 Paving and Construction submits the following proposal for your consideration and acceptance.

A) Mill 6.5" depth, clean, furnish, place and compact 6.5" depth AC – 2 mixes – 5,100 SY – $80.70 / SY
$411,570

B) Furnish, place and compact 6.5" depth AC – 2 mixes – 5,100 SY – $67.90 / SY
$346,290

MOBILIZATION - $1,500 each

All paving / patching includes crack seal. – Additional crack seal to be billed at $.45 / SF and not to be done as a separate mobilization.

Fog seal – 32,000 SY – includes 2 mobilizations $16,500

Proposal includes/excludes the following:

Saw Cutting	yes		no	x	Utility adjustments	yes		no	x	Prevailing Wage	yes		no	x
Survey & Engineering	yes		no	x	Slurry / Micro Seal	yes		no	x	Sales Tax	yes		no	x
Sub-Grade Prep	yes		no	x	Rubberized Asphalt	yes		no	x	Permits & Testing	yes		no	x
Concrete haul off	yes		no	x	Barricades	yes		no	x	Nights/Weekends	yes		no	x
Haul off Asphalt Removals	yes	x	no		Hot Rubber Asphalt Joint Sealer	yes	x	no		Plant opening fees	yes		no	x

PROVISIONS:

1. All work is to be measured upon completion and will be billed at the unit cost for the measured quantities with minimum invoice for the quantity of work stated in the description of work above.
2. Work will not be scheduled until an acceptable contract containing these unit prices, inclusions, exclusions and provisions have been signed by both parties.

Matt Tormey
P1 Paving and Construction LLC

DATE: 04/11/2023

PRICE GOOD THRU: 08/31/2023 ACCEPTED BY: _____

Gonzalez Asphalt Inc.
3001 W Lincoln, Phoenix, AZ 85009
Tel 623-594-2245 Fax 623-243-6429
Estimating@gonzalezasphalt.com (Robert)
tony.rose@gonzalezasphalt.com (Tony)

GONZALEZ ASPHALT INC

Project Name:	Dobson/Chandler Intersection Water	Proposal #	2023-250
Project Location:		Date:	4/5/2023
	Chandler AZ		

Line Item #	Description of work	UNIT	Quantity	Unit Price	Total Price
1	Aasphalt Patching (6.5" depth)	SY	5100	103.50	527,850.00
	5.5 wide areas 3100 SY				
	4.5 Wide areas 1800 SY				
	Laterals 200sy				
	includes crackfill for the above work				
2	Crackfill	LF	1	1.00	1.00
3	Fog Seal	SY	32000	1.62	51,840.00
	Asphalt 2" A12.5 on 4.5" A19				
	DBE/SBE Certified			Total	579,691.00

Lic # 283318 A Gen Engineering — Proposal Valid for 30 Days

Engineer:	Per plans	Plan Date:	

Exclusions: Bonds, permits, taxes, testing, engineering, striping and signage, Prime coat, Seal coat, Traffic control, traffic plan, barricades, concrete work, Underground Work, underground removals & relocations, Site Clearing, Site Grading Site Haul Off of Spoils

To accept this proposal, sign and date

X: _____

L & L Asphalt LLC
P.O. Box 73440
Phoenix, AZ 85050

Voice: 623-434-1200
Fax: 623-434-1202

City of Phoenix Certified WBE/DBE/SBE

PROPOSAL

Proposal Number: 4701B
Proposal Date: Apr 18, 2023
Page: 1

Asphalt ROC 215796

To:
B & F Contracting Inc
11011 N. 23rd Ave
Phoenix, AZ 85029

Phone 623-582-1170

Job Name and Location:
B & F Contracting Inc
Chandler Dobson Water Improvement
Chandler & Dobson Road
Chandler, AZ

Customer Phone Number	PO Number	Sales Rep Name
623-582-1170		
Customer Fax Number	**Customer Contact**	**Payment Terms**
623-582-3761	Mike Cruse	Net 30 Days

L & L Asphalt will furnish all labor, equipment, and materials to complete the scope of work as listed below for the unit prices below;

Quantity	Unit	Description	Unit Price	Amount
7,150.00	SY	6-1/2" Thick Asphalt Mill/Sweep & Haul Off. Finegrade & Compact Existing Base Course For New Asphalt Pavement.	28.00	200,200.00
7,150.00	SY	Permanent Asphalt Pavement 6-1/2" Thick. (4" Thick 3/4 EVAC PG70-10 Base Course & 2-1/2" Thick 1/2 EVAC PG70-10 Surface Course)	64.00	457,600.00
18.00	EA	Jobsite Mobilization	1,500.00	27,000.00
		PRICE INCLUDES CRACKFILL FOR ASPHALT TRENCH JOINTS ONLY)		
		MATERIAL PRICE GOOD TILL 9/30/23		
		ADD $3.00 PER TON GOOD TILL 12/31/23.		

INCLUSIONS:

1. Apply tack coat to edges only.
2. Mobilizations Listed On Quote. Any additional will be charged at Price listed.
3. Payment based on actual field measurements and thicknesses.

EXCLUSIONS: (Items listed are excluded from price unless noted otherwise.)

1. Bond, Taxes and Permits/ Sales Tax On Material.
2. Testing (On or Off-Site).
3. Surveying/Layout/ Staking.
4. Water supply and usage charge.
5. Traffic Control/Barricades of any kind.
6. Asphalt Milling/Sawcut Of Any Kind.
7. Utility Adjustments
8. Subgrade Preparation Of Any Kind.
9. Stamped or decorative asphalt.
10. Premium(Overtime) & Weekend Work.
11. Prime Coat/Crack Fill/Seal Coat/Slurry Seal.

SPECIAL PROVISIONS:

1. This proposal is valid until April 30, 2023. If work is scheduled after that time we reserve the right to revise our prices based on the s increases.

Subtotal	684,800.00
Sales Tax	
TOTAL PROPOSAL AMOUNT	**684,800.00**

Rita Lawrence: Rita@llasp.com
John Doerfler: JohnDoerfler@yahoo.com

L & L Asphalt, LLC

4/18/23
Date

Accepted By: B & F Contracting Inc

Date

SOLICITATION SUMMARY

AGGREGATES

B&F CONTRACTING, INC.

Job Name: Chandler Boulevard and Dobson Road Sewer and Water Improvements
Job Number: WW2005.252
Owner: City of Chandler
Address 975 E. Armstrong Way, Building L
Chandler, Arizona - 85286

Corporate HQ: 11011 N. 23rd Ave., Phoenix, AZ 85029
Office: 623-582-1170 | Fax: 623-582-3761
Arizona Licenses: ROC-089744, ROC-111282
Date: 3/13/2023
Revision: 0

SUPPLIER		MATERIAL AND UNIT RATES									
		MAG ABC		COLD PATCH		WASHED SAND	Hot Mix				NOTES
Desert Ready Mix		$ 21.44		$ 45.45	P	$ 33.00					
Martin Marietta		$ 28.50	P	$ 148.20		$ 33.00					
Vulcan		$ 22.20		$ 148.20		$ 28.85	$ 83.35				

NOTES: Used $22 dollars in the estimate to as a average cost between to the two lowest bidders.

DESERT READY MIX

READY MIX CONCRETE SALES AND SERVICE
4011 PRESIDO STREET
MESA, AZ 85215
OFFICE: 480-428-2280 FAX: 480-985-4248

Begin Date:	February 22, 2023	Quote # :	18138
Expiration Date:	October 1, 2023	MAP/GRID	167-31

Customer: **B & F CONTRACTING INC**
Customer Code: BFCO001
Address: 11011 N 23RD AVE
PHOENIX, AZ 85029
Contact: AMIT SATRE (ESTIMATOR)
Phone: 623-582-1170
Fax:
Project: **CHANDLER DOBSON SEWER IMPROVEMENTS**
Job Address: DOBSON ROAD & CHANDLER BLVD
Terms Description: **2% 10TH NET 30**

Item Code	Item Description	Est. Qty	Price
S500501	PHCLSM.5 (1/2 SACK SLURRY COP)	Per Yard	$115.00
SRP104	1/2 SACK MAG CLSM (SRP MIX IF NEEDED)	Per Yard	$115.00
S501001	PHCLSM1 (1 SACK SLURRY)	Per Yard	$119.00
SRP105	1 SACK MAG CLSM (SRP MIX IF NEEDED)	Per Yard	$119.00
A202001	MAG C 2000 PSI	Per Yard	$146.00
A202501	MAG B 2500 PSI	Per Yard	$150.00
A203001	MAG A 3000 PSI	Per Yard	$154.00
A204001	MAG AA 4000 PSI	Per Yard	$162.00
TC	TEMPERATURE CONTROL	Per Yard	$1.00
AG010003	MAG SPEC ABC (NON-LIME) DELIVERED	Per Ton	$18.50
AG010004	MAG SPEC ABC (LIME TREATED) DELIVERED	Per Ton	$21.50
COLD MIX	ASPHALT COLD MIX DELIVERED	600	$45.45

Additional Fees

Fee ID *	UOM	Price
E01	Per Yard	$3.25
FSC	Per Load	$TBD

Minimum Load Fee

Less than or equal to	UOM	Price
2 Yards	Load	$0.00
3.5 Yards	Load	$0.00
5.5 Yards	Load	$0.00

* E – Environmental | S – Saturday Fee | F – Fuel Surcharge

DESERT READY MIX

READY MIX CONCRETE SALES AND SERVICE
4011 PRESIDO STREET
MESA, AZ 85215
OFFICE: 480-428-2280 FAX: 480-985-4248

- Normal operating hours are Mon-Fri, Sat, Sun or Holidays are subject to surcharges.
- Color added at no expressed guarantee.
- Drivers do not accept cash or make change.
- Desert Ready Mix reserves the right to increase prices due to RAW Material cost increases such as Cement, Fly Ash, Aggregates or unexpected Fuel increases.
- All specialized aggregate sales are based on availability.
- Concrete deliveries less than 6 Cubic yards and Aggregates deliveries are subject to our minimum load charges.
- This quote does not guarantee product or service availability
- All Aggregates and Concrete loads have an additional fuel surcharge.
- 10.31.23 $10.00 per ton increase for Cold Mix.
- 10.31.23 $1.00 per ton increase for Non-lime ABC.
- 10.31.23 $2.00 per ton increase for Lime Treated ABC.

Quoted By: BRUCE A. TABET

* E – Environmental | S – Saturday Fee | F – Fuel Surcharge

Account Name : B & F CONTRACTING INC
Account Number : 992678
Customer Address: 11011 N 23RD AVE, PHOENIX, AZ 85029-4828, US
Customer Contact:

Project Name: DOBSON SEWER & WATER IMPRVTS PROJECT
Project Address:
DOBSON RD & CHANDLER RD
CHANDLER, AZ 85224, County

Quote ID: 50140153
Quote Date: 2/23/2023
Quote Expiration: 4/30/2023

Martin Marietta is pleased to quote prices on the following products for the above listed project:

Product	Product ID	Plant	Quantity	UM	Unit Price	Haul Rate	Truck Type	Total Price Per Unit
SAND - CONCRETE	4528	Coolidge Aggregates	1	TN	$19.00	$14.00 (Ton)		$33.00
MAG ABC(AGGREGATE BASE COURSE)	4618	Coolidge Aggregates	1	TN	$14.50	$14.00 (Ton)		$28.50

PAYMENT TERMS NET 30 FROM DATE OF INVOICE

THE FOLLOWING PRICING IS FOR ACCEPTANCE BY THE QUOTE EXPIRATION DATE LISTED ABOVE. IF NOT ACCEPTED BY THE ABOVE DATE, ALL PRICES STATED HEREIN ARE VALID ONLY AT THE OPTION OF MARTIN MARIETTA MATERIALS INC.

ALL SALES ARE PRESUMED TO BE TAXABLE UNLESS AND UNTIL A COMPLETE AND ACCURATE SALES TAX EXEMPTION CERTIFICATE IS RECEIVED. QUOTED PRICES DO NOT INCLUDE SALES TAX.

Account Name : B & F CONTRACTING INC
Account Number : 992678
Customer Address: 11011 N 23RD AVE, PHOENIX, AZ 85029-4828, US
Customer Contact:

Terms:

1. This quotation will be valid for a period of thirty (30) days unless otherwise set forth on the face hereof. In order to make it a binding agreement, the Customer must accept all of its terms by either signing and returning a copy to Martin Marietta or by accepting products sold by Martin Marietta within that period of time. Any quotation that does not become binding prior to the quote expiration date above will lapse.

2. If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will sell the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated, during the time period specified at the time of sale or agreed to by the parties in writing.

3. At the time of shipment, Martin Marietta warrants good title and conformance to the specifications set forth on the face hereof or, if no specifications are so referenced, the customary specifications of Martin Marietta for such products from the facility of Martin Marietta indicated above. No other specifications will apply, including, without limitation, those relating to moisture. Other than the warranties stated in the first sentence of this paragraph, MARTIN MARIETTA HEREBY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OF IMPLIED, AS TO THE PERFORMANCE OF ITS AGGREGATES, WHETHER WITH RESPECT TO ALKALI-AGGREGATE REACTIVITY. IF PRODUCT IS UNSATISFACTORY, MARTIN MARIETTA'S LIABILITY IS LIMITED TO FURNISHING REPLACEMENT MATERIAL. IN NO EVENT SHALL MARTIN MARIETTA BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR REVENUE OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

4. All products will be delivered FOB at the particular facility of Martin Marietta indicated above or as otherwise shown. Deliveries will occur in a manner that conforms to customary industry practice. If deliveries are to occur at a jobsite, a safe and secure delivery area must be provided by the Customer. Deliveries made inside curb line or on the lot are at Customer's risk only, and Martin Marietta accepts no responsibility whatsoever for damage resulting from such deliveries.

5. The Customer will be responsible for all compaction and other preparatory work required at the jobsite prior to the placement of the products shown. Martin Marietta will not be responsible for any problems that may arise if such preparatory work is not properly performed.

6. The prices set forth above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer hereafter requests action by Martin Marietta that is not customary, Martin Marietta will attempt to comply with the request, subject to the following:

A. If the Customer requests additives to products which are not a part of the applicable specifications described above, they will be added by Martin Marietta, if available, and an amount equal to the then standard price of Martin Marietta for such additives will be added to the purchase price. Customer remains responsible for determining appropriate specifications and additives, if any, appropriate for its specific project.

B. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end or bottom dump trailers, Martin Marietta will attempt to comply with such request and, if successful, will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase price.

C. If the Customer requests deliveries of products at night or on weekends or holidays, Martin Marietta will attempt to comply with such request, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.

7. In addition, Martin Marietta may also add amounts to the purchase prices to reflect fuel surcharges that are imposed by third parties in connection with any shipment of the products shown or any materials that are used in the production thereof, or any other recuperative charges that are then applied by Martin Marietta to similar sales. Demurrage charges will begin after the first hour of waiting at the jobsite and will be $50 per hour per truck, charged in no less than 30 minute increments.

8. Shipments are subject to prior credit approval. If credit is approved, all payments must be made in accordance with the then applicable credit policies of Martin Marietta, and if not so made, the agreement that is contemplated herein may be terminated by Martin Marietta immediately. Terms of payment are net 30 days following date of invoice, and payment is not dependent on receipt of payment by Customer from Owner or others. If not paid when due, Customer agrees to pay interest charges at the rate of 1.5% per month or the maximum lawful rate, whichever is lower, and Martin Marietta's reasonable costs of collection, including reasonable attorney's fees.

9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, labor disputes, strikes, sabotage, war, governmental action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events. Under such circumstances, Martin Marietta shall have the additional time needed to complete the order and/or the right to allocate the available supply in any manner it selects.

10. The Customer will be responsible for any taxes owed as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.

11. Martin Marietta shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is expressly in writing and duly executed. No partial exercise, failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Martin Marietta or of any other right, power, privilege or remedy.

12. These terms shall control the sale and purchase of the products shown and shall be a part of the Customer's purchase agreement and may not be modified or altered in any way unless expressly approved in writing by a duly authorized representative of Martin Marietta. Any acceptance by the Customer that changes the terms hereof will not be effective. Martin Marietta is not bound by any Prime Contract between Owner and Customer which Seller has not signed.

13. The laws of the state of North Carolina shall govern the validity, interpretation, construction and effect of these terms and conditions and any Order,

without regard to principles of conflict or choice of law.

BY SIGNING BELOW OR ACCEPTING PRODUCTS SOLD BY MARTIN MARIETTA, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS FOLLOWING THIS SIGNATURE LINE:

Signature	Print Name	Date

Should you have any questions concerning this quote, please contact

DONALD REA at Donald.Rea@martinmarietta.com

Quotation

Vulcan Materials Company and Subsidiaries

Attn: AMIT SATRE

B & F GENERAL CONTRACTING
11011 N 23RD AVE
PHOENIX, AZ 85029
Acct#: 213518

Quote Name: DOBSON ROAD & CHANDLER BLVD INTERSE
Quote #: 558491

N DOBSON RD & W CHANDLER BLVD / CHAN
AZ051096
CHANDLER, AZ 85224

Date:	Monday, February 27, 2023
Quote Created:	Monday, February 27, 2023
Effective From:	Monday, February 27, 2023
Quote Expiration:	Sunday, March 26, 2023
Price Expiration:	Saturday, September 30, 2023

Sales Rep : Kristin Gigis
2526 E University Drive
PHOENIX, AZ 85034
Phone: (480) 208-1056
Fax :
Email: gigisk@vmcmail.com

Special Instructions:

All daily orders under 100 tons of asphalt are subject to Gomez Pricing plus the haul.
This quote is limited to acceptance within 30 days from the date of this quotation, after which time the quotation is subject to review and revision.

Material quoted based on no specs reviewed. If any changes or different materials are required, the material is subject to price adjustment.

PLANT PREMIUMS
Prices quoted are for delivery during regular business hours - Monday thru Friday, 6 AM to 5 PM. Plant Premium for Monday - Friday night production (per 8-hour shifts) will be charged $2,000.00 per shift. Plant Premium for Saturday production (per 8-hour shifts) will be charged $1,000.00 per shift. Plant Premium for Sunday production (per 8-hour shifts) will be charged $2,000.00 per shift. Any overtime will be charged at $350.00 per hour.

TRUCKING ADDITIONAL FEES
Trucking is based on availability. The delivered price is based on 23.50 tons (full load); a short load fee will apply if under 23.50 tons. Truck stand-by will be charged on-site after the first 20 minutes at the rate of $100 per hour or $1.67 per minute. All night work will be subject to an 8-hour minimum hourly haul charge and subject to additional charges pending the hauler charging an additional 8 hrs due to days worth of work that is lost. Any cancellation of night work needs to be done 24 hours ahead of schedule. All weekend work will be subject to a 4-hour minimum hourly haul charge. Vulcan materials will not be held responsible for schedule impacts due to trucking shortages.

Vulcan's obligation to supply asphalt to Customers pursuant to this quote is subject to availability of liquid asphalt. If liquid asphalt is not available to Vulcan in sufficient quantities due to shortages, allocations, or other factors beyond Vulcan's control, Vulcan shall have no obligation to supply asphalt to Customer pursuant to this quote. In the event of a conflict between the terms of this quote and the terms of any purchase order or any other agreement between Vulcan and Customer, the terms of this quote shall control.

Plant	Product Name	Product #	Qty	U/M	FOB Plant	Haul Rate	Delivered
LITCHFIELD RESALE	MAG SPEC ABC P105	1627P105	852	Tons	$13.00	9.20	$22.20
		Truck Type	STD FRT RATE				

SAND & GRAVEL

Plant	Product Name	Product #	Qty	U/M	FOB Plant	Haul Rate	Delivered
WEST BROADWAY SAND & GRAVEL	MAG SPEC ABC	16272	852	Tons	$16.50	13.80	$30.30
		Truck Type	STD FRT RATE				
VAL VISTA SAND & GRAVEL	WASHED CONCRETE SAND	31822	1	Tons	$19.00	9.85	$28.85
		Truck Type	STD FRT RATE				

ASPHALT

Plant	Product Name	Product #	Qty	U/M	FOB Plant	Haul Rate	Delivered
GOMEZ HMA	3/8 COLD	456800	30	Tons	$135.00	13.20	$148.20
		Truck Type	STD FRT RATE				

MyVulcan™ Your account. Anytime. Anywhere. www.MyVulcan.com

Other Charges

Environmental Fee -Agg & Asphalt at $4.00 / Load

FUEL SURCHARGE HAUL ONLY at 10.00% / Percent of Amount

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____ **Date:** _____

Sales Representative: _____ **Date:** _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice. .

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its Mountain West Division in Phoenix, Arizona, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law.

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

MyVulcan™
Your account. Anytime. Anywhere.
www.MyVulcan.com

SOLICITATION SUMMARY

Temp Insertion Valves

B&F CONTRACTING, INC.

Job Name: Chandler Boulevard and Dobson Road Sewer and Water Improvements
Job Number: WW2005.252
Owner: City of Chandler
Address 975 E. Armstrong Way, Building L
Chandler, Arizona - 85286

Corporate HQ: 11011 N. 23rd Ave., Phoenix, AZ 85029
Office: 623-582-1170 | Fax: 623-582-3761
Arizona Licenses: ROC-089744, ROC-111282
Date: 3/13/2023
Revision: 0

SUPPLIER	MATERIAL AND UNIT RATES											
		12" Hydratite		12" Permaseal								NOTES
Pipeline Services		$ 13,950.00										
Tap Masters				$ 29,016.19								

GMP-003 only included temp intersion valves to get isolation so the less expensive products was purchased.

Pipeline Services, Inc.

3825 South 27th Street
Phoenix Az 85040
Bus (480) 675-8767
Fax (480) 675-9072

Wet Taps · Installations · Backflow Preventer Testing Linestops

PROPOSAL

Cell 480-459-7099

TO: B&F Contracting Inc.	**PHONE:** 623-582-1170	**DATE:** 11/1/2022
	JOB NAME: City of Chandler Project	
	LOCATION: Chandler Blvd & Dobson Rd	
ATTN: Jerry Hine	Chandler Az.	

QTY	ITEM	UNIT	AMOUNT
1 Ea	12" Hydra Stop Insta Valve IV-250 Complete.		
	For AC-DI or PVC.		$13,950
	Above Pricing Includes All Labor & Material.		
		TOTAL	$13,950

NOTES: Above pricing does not include any, excavation, permits and shoring if required. Slurry or Concrete is needed under the valve.

Respectively submitted,
Pipeline Services, Inc.

By Bruce Martell

Quotation

Date 4/4/2023

Quotation #
Customer ID

ARIZONA TAP MASTER
5156 W. Olive Ave., #273
Glendale, AZ 85302
Phone (623) 776-3132 Fax (623) 776-3083
ROC 257708

Quotation valid until: 5/4/2023
Prepared by: Don Hardin

Quotation For:
Corina Nimmo
B&F Contracting, Inc
11011 N. 23rd Ave.
Phoenix, AZ 85029
Office: 623.582.1170
Cell: 623.692-3210
Email: corina.nimmo@bfcontracting.com

Comments or Special Instructions:

Lead time up to 2-3 months unless in stock at time of purchase

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Don Hardin	REQUIRED				NET 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
6	12" Mueller PermaSeal Insertion Valves on ACP, PVC, or DIP. TMI to supply: 6 each 12" Mueller Perms Seal insertion valves, plus installation Customer to supply: see below. Address: TBD	29016.19	174,097.14
	CONTACT NAME AND NUMBER TBD	**SUBTOTAL**	$ 174,097.14
		0.0000%	$ -
		TOTAL	**$ 174,097.14**

If you have any questions concerning this quotation, contact Don Hardin
Phone: (623) 776-3132 - E-mail: azhottaps@gmail.com

THANK YOU FOR YOUR BUSINESS!

CUSTOMER TO SUPPLY

All Excavation, shoring (if required), ladders, scaffolding, man lifts, lifting devices and rigging for all equipment and materials, clear access to pipe, schedule all inspections, permits and taxes required. All Material for pipe modifications, pipe modifications, design, detail & installations of thrust blocks. Crane, forklift, Backhoe, trackhoe, to lift all equipment on / off truck, into work area and set into place for all Hot Tap and line Stop equipment 16" or larger and / or if TMI cannot get service truck within 10' of excavation, for 6" through 12" Line Stops. Maintain a dry and workable environment within the excavation when possible. Chlorination of hot tap / line stop fitting's and piping of new and or existing. Containment and disposal for all spills, disposal of all asbestos pipe (including all cut outs, coupons from all hot taps), and any hazardous and or non hazardous materials, and or liquids. Repair of any mortar lining/coating that may be damaged due to the hot tap or line stop insertion process for all CCP pipe. Supply all lighting if work is to be completed after hours after sundown. Any and all expedited freight cost for equipment and/or materials requested by the customer. Coordinate with the City to isolate and stop flow temporarily for all line stops 16" or larger during the insertion of the line stop('s) to insure that the line stop equipment is not damaged during this process. Customer to verify all pipe OD's and submit a list prior to ordering any and all line stop fittings.

SPECIAL CONDITIONS

Any materials ordered and returned will be subject to a 30% restocking fee. All special-order materials may not be returned. PO is required prior to ordering any and all materials.

This quote is based on normal business hours (unless otherwise noted).Any delays caused on jobsite that are of no fault to Tap Master, will be billed standby time at $125.00 hr. for standard rate and $165.00 /hr. for overtime rate per hour per man and $195.00 /hr. for Premium time per hour per man.

HOT TAPS

Tap master does not guarantee the retrieval of the coupon. Mechanical failure could cause the coupon to enter the piping system. Hot tapping generates cutting chips. These chips may also enter the piping system. Both chips and coupons can be carried substantial distances by the flow. Tap Master is not responsible for retrieving the coupon or chips that may have entered the piping system and the customer agrees to hold Tap Master Inc. harmless from any damages or losses, direct or incidental, which might be caused by these materials. All cost associated with retrieving these materials will be the responsibility of the customer.

HOT TAPS / LINE STOPS ON CONCRETE LINED AND MORTAR COATED STEEL CYLINDER PIPE:

There is no guarantee the concrete lining will be fully recovered. Tap Master accepts no responsibility of the recovery or repair of the pipe lining. Should part of the concrete lining be lost during the hot tap, all cost associated with retrieving the lining will be the responsibility of the customer. Tap Master will not be responsible for any pipe failure.

MECHANICAL BOLT ON TAPPING SLEEVES

All mechanical bolt on hot tap/line stop sleeves are provided with a SBR or Buna gasket material that can expand and contract with temperature fluctuation causing the fitting to leak and should not be installed on pipe temperatures exceeding 180 degrees. Tap Master **cannot** be responsible for any leaking sleeves due to temperature fluctuation of piping system. If fluctuation is present on piping system please notify Tap Master to seek other alternatives.

PIPE FREEZE ISOLATION

In order to complete a pipe freeze, there must be NO FLOW in the line. If system cannot be isolated to STOP FLOW, then a conventional line stop would be recommended. Tap Master will not be responsible for any pipe or pipe failure that may crack or split due to defective pipe during the pipe freezing process.

LINE STOPS

Tap Master does not guarantee a 100% stop due to unknown and/or unforeseen internal pipe conditions, but will give a workable condition downstream of the line stop.

AZ TMI makes no guarantee that the placement of the line stop head (s) into the pipe the first time will provide a workable stop. It may be necessary to remove the line stop(s) & replace the sealing element. This is not considered delay of work at the jobsite.

All hot tap and line stop fittings are rated to 150PSI (Customer to verify pipe pressure does not exceed 150PSI)

Price is based on information provided by the customer. TMI to be notified by the customer of any changes in the scope of work within a reasonable time and/or as soon as they are aware of these changes. Price includes, Line Stop fittings, equipment and labor to complete (MISC.) Line Stop's (? PSI) and Line Stop Equipment to be onsite for up to (_) days, (_) technicians onsite for (?) consecutive business days at (8) hours per day / per man Monday Through Friday. No Weekend / Holiday's and or premium time included in cost.

Extra Days for Equipment: Each additional day equipment to be onsite will be charged and billed at ($) per day per / line stop unit. Plus all Man Hours per day /per man at hourly rate.

Extra hours for technicians: will be charged at the rate of $125.00 per hour / per man for straight time, $165.00 per hour /per man for OT, and $195.00 per hour /per man on Premium time. Straight Time defined as 7am - 3:30pm, Monday through Friday. Over Time defined as 3:30pm - 6:30pm, Monday through Friday and any weekend hours worked. Premium Time defined as any time after 12 hours work in a day and any time after 8 hours worked on weekends and any hours worked on a holiday.

Additional Hotel Cost: $200.00 per night / per man for additional days past the (1) days included in price.

Additional Per diem Cost: $50.00 per day / per man for additional days past the (1) days included in price.

Mobilization: (_) one mobilization to jobsite included in price. Additional charges will apply for extra days onsite and or extra mobilizations to jobsite. Should work be cancelled or rescheduled, Customer to pay all cost and expenses incurred by AZ TMI.

HYDRA STOP VALVE INSERTIONS

Hydra Stop Insta Valve Plus Valve's are special order and are NON RETURNABLE

Even though Tap Master uses the latest technology, Valve Insertions cannot always guarantee 100% bubble tight seal. The Valve Insertion utilizes the pipe I.D. for the seal. Pipe I.D.'s can vary based on pipe size and type of pipe. The Valve Manufacturer says that the Insertion Valve seal will give the customer a workable condition downstream but will be based on the pipe condition inside. (The Manufacturer does not guarantee a 100% seal) Insertion Valves have a low end and a top end sealing range based on the pipe I.D. It is recommended that if the customer does not know the pipe I.D. based on the type and class of the pipe per the manufacturer that it is best to complete a test tap prior to ordering the Insertion Valve in order to determine the pipe I.D. If Tap Master is unable to complete a test tap prior to ordering the Insertion Valve fitting, then it will be the customers responsibility to provide Tap Master with all the correct information to ensure that the correct Insertion Valve is ordered for the pipe it will be installed on. If completing a pressure test against the Insertion Valve, you may only test up to the actual line pressure at its current pressure at that time. Tap Master will not be responsible for defective pipe or pipe failure should it break or crack during the installation of the Insert Valve.

PUBLIC WORKS OR PREVAILING WAGE CERTIFIED PAYROLL:

If this is a public works, prevailing wage or PLA agreement project requiring certified payroll please contact our office for a revised quote to include the additional labor costs if not noted on the quote.

INSURANCE:

Tap Master supplies most standard insurance certificates. If this project is OCIP/CCIP insurance job, please contact Tap Master for a revised quote. All modified or special insurance requests are priced on request.

Payment Terms: NET 30

I have read the attached quote, terms and conditions and any special requirements necessary to complete the work. I agree that the technical data is correct and that I understand "Customer to Supply" requirements. Should I have any questions or need to make any changes to this quotation. I will have contacted Tap Master, Inc. and requested a revised quotation prior to signing and returning back this acceptance.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

Pipe O.D _____

Wall Thickness / Pipe ID _____ / _____

Type of Pipe _____

Class of Pipe _____

Line Pressure _____

SOLICITATION SUMMARY

Concrete Replacement

B&F CONTRACTING, INC.

Job Name: Chandler Boulevard and Dobson Road Sewer and Water Improvements
Job Number: WW2005.403
Owner: City of Chandler
Address 975 E. Armstrong Way, Building L
Chandler, Arizona - 85286

Corporate HQ: 11011 N. 23rd Ave., Phoenix, AZ 85029
Office: 623-582-1170 | **Fax:** 623-582-3761
Arizona Licenses: ROC-089744, ROC-111282
Date: 3/13/2023
Revision:

SUPPLIER	MATERIAL AND UNIT RATES						
	Bus Bay	Curb & Gutter	Sidewalk	Median	Valley Gutter	Mobe	NOTES
DBA	$ 43.30	$ 81.40	$ 28.00	$ 60.00	$ 43.00	$4,600.00	
B&F	$ 37.87	$ 33.91	$ 20.71	$ 67.00	$ 30.00	$ -	
Hever Bueno							Non Responsive at bid time

NOTES: B&F is current in as self perform provides better flexibility to complete the work and avoid additional mobes and price is more competative.

DBA Construction, Inc.

Date: 04/07/23
Proposal No. B&F23001

To: B&F Contracting
11011 N 23rd Ave
Phoenix, AZ
ATTN: Amit Satre

Chandler Blvd Waterline Improvements

DBA Construction proposes (unless otherwise noted) to furnish all labor, equipment, material and incidentals necessary to successfully complete the items listed below. We thank you for the opportunity to provide you with a comprehensive proposal for the above referenced project.

WORK ITEMS

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1.	Mobilization	1	EA	$ 4,600.00	$ 4,600.00
2.	Curb& Gutter MAG 220 Type A	3,579	LF	$ 81.40	$ 291,330.60
3.	Sidewalk MAG 230	4,225	SF	$ 21.00	$ 88,725.00
4.	Sidewalk Ramp MAG 236-5	358	SF	$ 28.00	$ 10,024.00
5.	Median COC 225-1	60	LF	$ 85.00	$ 5,100.00
6.	Valley Gutter MAG 240	1,472	SF	$ 43.00	$ 63,296.00
7.	Bus Bay COC C 230	464	SF	$ 43.30	$ 20,091.20
		PROPOSAL TOTAL:			$ 483,166.80

Assumptions

Our proposal is based on the assumption that the following conditions exist on the project site:

1. Access to site to be provided for crews and equipment.

Clarifications

Our proposal requires further clarification on these points in order to be considered:

1. Median item is for the vertical curb and gutter. Interlocking pavers by others
2. Ready Mix Price is good through the end of this year.
3. Mobilization is priced as each

Exclusions

Our proposal excludes the following items and *were not* considered during the preparation to this estimate:

1. Survey, Materials Testing, SWPPP, Traffic Control, Demolition
2. Permits, Fees, Taxes, Bonds, Sanitary Facilities, Street Sweeping
3. Excavation, Backfill, Fine Grade
4. Special finishes, colored concrete

Regards,

Estimator

SOLICITATION SUMMARY

B&F CONTRACTING, INC.

SLURRY/CONCRETE

Job Name: Chandler Boulevard and Dobson Road Sewer and Water Improvements
Job Number: WW2005.252
Owner: City of Chandler
Address 975 E. Armstrong Way, Building L
Chandler, Arizona - 85286

Corporate HQ: 11011 N. 23rd Ave., Phoenix, AZ 85029
Office: 623-582-1170 | Fax: 623-582-3761
Arizona Licenses: ROC-089744, ROC-111282
Date: 3/13/2023
Revision: 0

SUPPLIER		MATERIAL AND UNIT RATES																					
		1/2 SACK SLURRY			MAG C CONCRETE			MAG-B CONCRETE			MAG-A CONCRETE			MAG-AA CONCRETE			CHILLED WATER			SHORTLOAD			
AZ MATERIAL		$	118.50		$	176.00	P	$	178.00		$	182.00		$	186.00		$	1.00						
Martin Marietta		$	133.00	P	$	151.50		$	167.00		$	169.00		$	174.50	P	$	1.00	P	P				
Average Price		$	125.75		$	163.75		$	172.50		$	175.50		$	180.25									

NOTES: Due to concrete scheduling we are using a blended price for the GMP to keep options open to avoid delay in concrete deliveries

Customer Service : 602-278-7777
Fax : 602-278-3077
3636 S 43rd Ave
Phoenix, AZ 85009

PROJECT QUOTATION

Customer: B & F Contracting, Inc Amit Satre - amit.satre@bfcontracting.com	**Project** Dobson Rd & Chandler Blvd Intersection Sewer & Water Improvements **Location** Dobson Rd & Chandler Blvd, Chandler, Arizona	**Quote #** 4973 (26) **Quote Date** 02/22/2023

CONCRETE — Est Quantity 1,989.00 CYDS

Qty	Description	Mix ID	Price
950	**1/2 Sack ABC Lean Slurry Mix (CLSM)**	12011	$115.00/CYD
950	**1 Sack ABC Slurry, CLSM**	12012	$118.00/CYD
8	**2000 PSI MAG C**	12004	$155.00/CYD
8	**MAG-B 2500 PSI 1" Rock**	12504	$157.00/CYD
50	**MAG-A 3000 PSI**	13004	$162.00/CYD
23	**MAG-AA 4000 PSI, 1" Rock**	14004	$166.00/CYD
	Chilled Water		$1.00/Per Yard
	Environmental		$25.00/Each
	Fuel Surcharges		$35.00/Each
	Hot Water		$1.00/Per Yard
	Nitro		$9.50/Per Yard
	SHORTLOAD CHARGES		$200.00/Each

PRICE INCRESE SEPTEMBER 1ST & MARCH 1ST
+$15 PCY FOR CONCRETE
+$8 PCY FOR SLURRY

Concrete Terms & Conditions

Arizona Materials accepts no responsibility for any damage to curb and beyond curb line. It will be Buyers responsibility to contact Arizona Materials Quality Control Department with any concrete issue/concerns within 48 hours after placement. Buyer is responsible to provide safe access to point of delivery. All materials are produced in conformance with ACI / ASTM standards. Mixes quoted below, unless otherwise stated, conform to no specific water cement ratio, minimum sack content, shrinkage, temperature requirement, or the plans and specifications of this project.

All colored concrete loads have a 3 yard minimum.

Arizona Materials cannot guarantee compressive strengths of 5000 PSI or below for loads less than 3 yards.

5000 PSI or above must be 5 yards or more to guarantee compressive strength.

Payment is due and payable on or before the 15th day of the month following to receive 2% discount. Account must be current in full to be eligible to apply discount. A service charge not to exceed the maximum allowed by law applies on unpaid invoice amounts beginning the 1st day of the month following due date and daily thereafter until paid in full. Should litigation be commenced to enforce payment, the prevailing party is entitled to reimbursement of reasonable attorney fees and court costs.

Buyer has 30 days to validate quote with P.O. , signing issued quote, or written verification.

Price quoted are applicable pending availability of materials and are subject to change prior to commitment.
Price Increases as follow:
Price Increase #1: Add **$15.00/CYD** on 09/01/2023
Price Increase #2: Add **$15.00/CYD** on 03/01/2024
Price Increase #3: Add **$15.00/CYD** on 09/01/2024

Prepared & Submitted By:	ACCEPTANCE (void if not accepted before 03/24/2023)
Chris Nau 6023169931 cnau@azmatl.com Prepared On 02/22/2023	**All prices expire on quoted expiration date: 09/30/2024** **Signature:** _____ **Date:** _____ **Print Name/ Title:** _____

Corporate Offices:
3636 S. 43rd Avenue
Phoenix, AZ 85009
Phone: 602-278-7777
Fax: 602-442-6905
www.arizonamaterials.net

Terms and Conditions of Sale

Additives
*Hot / Chilled Water - $1.00 per cubic yard
***$2.50 as of 3/1/23**
Nitrogen Cooling - $9.50 per cubic yard
Non-Chloride Accelerator - $2.00 per unit
Recover - $2.50 per 1/2 Hour

Fiber
Micro Fiber - $7.50 per pound
Macro Fiber (Structural) - Priced as Quoted

Color
Standard Liquid Color - See mix detail for per yard pricing
Color Washout - $25.00 per load

Delivery
Fuel Surcharge - $35.00 per load
Wash Out System Buckets - $25.00 per load (requested at time of order)
Standby Charges - $1.50 per minute beyond 6 minutes per cubic yard
Short Load Charges - 6 yards or less $200.00 per load
Environmental Fee - $25.00 per load

Weekend Delivery - $50.00 per load
Plant Opening Charge - $500.00/hr, 4 hour minimum
Sunday / Holiday Opening - $750.00/hr, 4 hour minimum

All order backs/split loads under 11 yds on one order are subject to Short Load Charges.

Concrete Pricing subject to change based on market conditions

All materials are produced in conformance with ACI / ASTM Standards.

Contractor is responsible to provide safe access to the point of delivery.

Arizona Materials accepts no responsibility for damages to any curb and beyond the curb line.

It is Contractors responsibility to contact Arizona Materials Quality Control Department with any concrete issues/concerns no later than 48 Hours after placement.

4025 S McClintock Dr Suite 202, Tempe, AZ 85282 Office: 602.685.3450

Proud to be American Owned and Operated

To:	B & F CONTRACTING INC	Date:	February 23, 2023
Attention:	Amit Satre	Project:	Chandler Dobson Sewer & Water Improvement Project
Customer #:	992678	Address:	Dobson Rd & Chandler Blvd
Phone:	602.402.5410		Chandler, AZ
E-Mail:	Amit.Satre@BFContracting.com		

CONCRETE MATERIAL PRICE QUOTE

Mix #	Mix Use & Type	Strength @ 28 Days	Slump	Air	Aggregate Size	Estimated Volume	2023 Price per CY
2403141	Encasement Cover	4000	3-5	1 - 4%	1"	23	$135.50
2303141	Encasement Cover	3000	3-5	1 - 4%	1"	50	$130.00
2253141	Encasement Cover	2500	3-5	1 - 4%	1"	1	$128.00
2203141	Encasement Cover	2000	3-5	1 - 4%	1"	1	$122.50
PHCLSM	Backfill Material	50	7-11	1 - 4%	1"	1,900	$94.00
PHCLSM1	Backfill Material	50	7-11	1 - 4%	1"	1,900	$97.50

Please Note

All concrete as bid is per 90 minute max delivery and 95 degree max concrete temperature. All Concrete as Bid contains Type F Ash and normal weight aggregate unless specifically noted. All concrete pricing above is valid from Monday thru Friday during normal business hours. Aggregates are a naturally occurring material which can contain particles that degrade or stain concrete. It is not possible to completely remove all such particles; however, the occurrence is infrequent, and the bulk aggregate meets the Limits for Deleterious Substances and Physical Property Requirements of Coarse Aggregate for Concrete as outlined in ASTM C 33. Martin Marietta does not warranty against these infrequent occurrences.

Minimum amount of standard concrete for deliveries is 2 cubic yards, specialty concrete is 4 cubic yards. Buyer is responsible for safe access to work area, wash out containment area for all deliveries. Sales Tax owed unless exempt documentation is received before the first pour. *Please see page 2, item 7 for important tax information.*

Price Escalators:

Included Per Cubic Yard Price Increase 04/01/23
$10.00 Per Cubic Yard Price Increase 09/01/23 and TBD Per Cubic Yard Price Increase 04/01/24

Add:

$25.00 Per Load Transportation Surcharge - Add to Above Pricing
$2.00 Per Cubic Yard Environmental Fee - Add to Above Pricing
$1.50 Per Cubic Yard Summer Service Fee (Jun 1 through Sep 30) - Add to Above Pricing
$2.00 Per Cubic Yard Winter Service Fee (Nov 1 through Feb 28) - Add to Above Pricing

Prices are F.O.B. job site and do not include taxes.
TERMS: NET 30 DAYS, 18% APR Interest will be added to all past due accounts.

Add Miscellaneous Extra Charges:

$8.00 Per Cubic Yard Cancellation Fee within 24 Hours of Scheduled Start Time ($200 minimum fee)
$5.00 Per Gallon Nitro (3 gallons is equivalent to 20 LBs. of ice) Call for Availability
$0.75 Per Pound Ice
$8.00 Per Cubic Yard per each 1% Non Chloride Accelerator (available in 0.25% increments)
$3.00 Per Cubic Yard per Each 30 Minute Increment of Hydration Stabilizer (Retarder)
$7.00 Per Cubic Yard Mono/Micro Fiber (1LB per Cubic Yard)
$10.50 Per Cubic Yard Fibrillated Fiber (1.5LBs per Cubic Yard)
Call Per Cubic Yard Macro Fiber (contact your sales rep)
$2.00 Per Minute of Wait Time per Load After 45 Minutes (on job standby)
$100.00 Per Load Multi-Stop Delivery Fee (per stop)
Per Cubic Yard Saturday Premium Charge

Quotation expires 30 days from above date

By:	Kyle Hall
Title:	Sales Representative
Mobile:	602.690.7317

Terms and Conditions

4025 S McClintock Dr Suite 202, Tempe, AZ 85282 Office: 602.685.3450

1. Seller's quotation and offer contained herein shall be deemed withdrawn and of no further effect unless accepted by Purchaser by signing and returning a copy hereof to Seller within thirty (30) days after the date hereof. Acceptance of any order from Purchaser ("Order") is expressly made conditional on assent to these Terms and Conditions, either by written acknowledgment or by Purchaser's acceptance of the products sold hereunder. These Terms and Conditions also serve as Seller's objection to and rejection of any terms and conditions included in Purchaser's forms that are different from or additional to these Terms and Conditions.

2. Seller's obligation to deliver concrete at prices quoted is limited to deliveries on the project specified within six (6) months after date of quotation, unless otherwise specified on the front side thereof. Seller may refuse to commence or continue deliveries at prices quoted on projects not started within a reasonable time or on projects not continuously prosecuted after the commencement of deliveries.

3. All concrete ordered by Purchaser and delivered to the job, whether used or not, will be billed to Purchaser. Prices and quantities are based upon the wet volume at the time of discharge from delivery trucks. Receipt and delivery tickets shall be binding unless immediately disputed. The Purchaser is required to provide an area suitable for wash down of the truck to meet applicable local, state, and national environmental requirements.

4. Unless otherwise specified, prices quoted are based on delivery by trucks to jobsite during normal working hours, Monday through Friday. An additional charge may be made for deliveries after normal working hours. Purchaser is responsible for giving Seller reasonable and adequate notice for scheduling and delivering concrete. Seller will not be expected to hold trucks and equipment available for deliveries to Purchaser, and will not, without reimbursement, hold plants open and equipment available for pours for which adequate and reasonable notice has not been given. Seller will not honor back charges for delays in delivery due to inadequate notice by Purchaser or due to underestimation of quantities for a pour.

5. Deliveries by trucks are dependent upon accessibility to point of delivery. Roadways shall be deemed inaccessible if trucks cannot proceed with the full load (unless part loads are specifically ordered and agreed to by Seller) under its own power without damage to property or equipment. In the event Purchaser ordered delivery beyond curb line, Seller shall not be liable for damage to sidewalks, driveways, or other property, and Purchaser shall indemnify and hold Seller harmless against any and all liability, loss and expense, incurred as a result of such damages. All deliveries shall be made subject to applicable regulations governing the standard operating procedure of common carriers.

6. Prices quoted are based on prompt unloading of trucks. Seller reserves the right to make a standby charge as listed on the front page hereof. In case of repeated delays in unloading, Seller reserves the right to discontinue deliveries until conditions causing delay are corrected.

7. Any sales, processing or similar tax imposed by any governmental authority which is now or hereafter becomes applicable to deliveries by Seller shall be paid by Purchaser unless otherwise provided by law in addition to the prices specified herein. Concrete pricing as quoted excludes sales tax. The applicable sales tax rate will be charged to Purchaser. If the project is tax exempt, the tax exempt certificate must be received by Seller prior to the first shipment to the project. If not received, purchaser is responsible for the sales tax payment.

8. Seller warrants that all cementitious materials, aggregates and admixtures used by it in furnishing concrete pursuant to this quotation shall conform to current ASTM specifications for cementitious materials, aggregates and admixtures of the type specified and that all ready-mixed concrete delivered to Purchaser shall conform to applicable requirements of current ASTM Standard C 94. Where quantity of cementitious materials is specified, Seller warrants that the concrete delivered will contain the specified quantity of cementitious materials of the type specified within industry accepted tolerances for ready-mixed concrete. Where strength of concrete is specified and concrete is delivered by Seller, Seller warrants that the concrete furnished will meet or exceed the indicated design strength at the designated age when tested in accordance with the applicable and current ASTM Standards C 31, C 39, C 78, C 172, C 293, applicable provisions of C 94, and evaluated in accordance with applicable provisions of the ACI 318 Building Code. The addition of water to the mix by Purchaser relieves Seller of any responsibility as to strength of concrete provided the slump at time of delivery is equal to or greater than that specified. Where strength of concrete is designed in excess of 4500 psi or a "High Early" concrete is required, the minimum batch size shall be 4.0 cubic yards, for which Purchaser is required to pay. SELLER MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR OF FUTURE PERFORMANCE OR OF ANY OTHER KIND. Seller's obligation under this warranty shall be limited to replacement or allowance of credit for nonconforming materials as provided herein.

9. Seller shall have no liability whatsoever to Purchaser or to any other person for delays in deliveries of orders accepted hereunder resulting from fire, casualties, calamities, strikes or other labor disputes, mechanical failures, war, insurrection, interruption or shortage of utility service or materials, acts or regulations of any governmental body or agency, or resulting from conditions or events beyond the reasonable control of Seller. Should Seller experience any delays or shortages of transportation or materials, Seller shall be permitted to allocate deliveries among its customers, but Seller shall use commercially reasonable efforts to meet any delivery schedule to which it has agreed hereunder.

10. Seller shall not be liable for loss or damage of any nature after delivery. Seller's only liability and obligation with respect to nonconforming (including defective) concrete shall be to replace such nonconforming concrete at point of delivery, or at Seller's option, to allow credit for such nonconforming concrete, provided that Purchaser shall be deemed to have waived all rights or claims hereunder with respect to nonconforming concrete not reported to Seller within one (1) year after the time of delivery thereof to Purchaser. Seller shall have no liability for loss or damage in excess of the price received for nonconforming or defective concrete delivered to Purchaser or for losses or damages of any nature (INCLUDING WITHOUT LIMITATION INCIDENTAL OR CONSEQUENTIAL DAMAGES) incurred or suffered by Purchaser or any other person or entity in repairing or replacing defective concrete or occasioned by defective concrete, and Seller shall have no other responsibility, obligation or liability whatsoever with respect to any concrete delivered hereunder whether predicated or alleged breach of contract or negligence or otherwise.

11. Shipments are subject to prior credit approval. If credit is approved, all payments must be made in accordance with the then applicable credit policies of Seller, and if not so made, the agreement that is contemplated herein may be terminated by Seller immediately. Terms of payment are net 30 days following date of invoice. If Purchaser fails to make timely payments or if, in Seller's opinion, the financial condition of Purchaser or other grounds for insecurity warrant such action, Seller may, without limiting its other remedies, (i) suspend shipments pending receipt of assurances or credit support satisfactory to Seller or (ii) terminate the Order, in which event unpaid invoices shall become immediately due and payable. Any past due account shall bear interest at the rate of 18% per annum. In the event the collection of any unpaid balance is placed in the hands of Seller's attorney, Purchaser shall pay a reasonable attorney's fee.

12. This quotation is made subject to all applicable governmental orders, rules and regulations and with respect to construction or the use of building materials. The parties agree that the laws of Arizona shall govern this Agreement and any disputes shall be heard in the courts of Maricopa County, Arizona. It is understood that there are no verbal agreements or understandings which are not incorporated herein.

Noncompliance

Martin Marietta will not be responsible for failing concrete results derived from tests not adhering to the latest version of the pertinent ACI, ASTM or AASHTO code, standard or specification. This includes, but is not limited to, sampling, casting and initial curing of concrete cylinders, concrete cylinder transportation and final curing as well as reporting that does not meet the prescribed requirements. In the event that non-compliant test results are reported to customer it shall notify Martin Marietta within three days of such occurrence to allow time for investigation and response. In order for non-compliant results to be considered by Martin Marietta, documentation of the following items meeting the related code, standard or specification must be provided: (i) Evidence the concrete has been sampled and tested by a technician holding a current ACI Field 1 Certification; (ii) Evidence that the concrete was sampled at the point of discharge of the concrete truck as stated in ASTM C172 & ACI 318-19; (iii) Evidence that the concrete was tested in accordance with ASTM C39 and C231; and (iv) Evidence that the concrete strength specimens were made, cured and transported in accordance with ASTM C31. In the event of a non-compliant test result where it is determined that the above referenced procedures were not followed and the in-place concrete is found to be in compliance with agreed upon standards, all costs related to the investigation, including but not limited to, independent third-party testing, Martin Marietta management consultation fees, and all legal fees will be the responsibility of the customer.

Customer	**Martin Marietta**
By:	By: Kyle Hall
Title:	Date: Thursday, February 23, 2023
Date:	Expiration Date: Thursday, August 31, 2023

Job Information Sheet

4025 S McClintock Dr Suite 202, Tempe, AZ 85282 Office: 602.685.3450

Please return completed job information sheet along with signed quote to Kyle.Hall@martinmarietta.com

**** Martin Marietta will not supply concrete to this project without completed form ****

To:	B & F CONTRACTING INC	**Date:**	February 23, 2023
Attention:	Amit Satre	**Project:**	Chandler Dobson Sewer & Water Improvement Project
Customer #:	992678	**Address:**	Dobson Rd & Chandler Blvd Chandler, AZ
Phone:	602.402.5410		
E-Mail:	Amit.Satre@BFContracting.com		

Please complete all sections listed below

Job Number/PO#: _____

Project Type (Please Select): Private { } Public { } State/Local { } Federal { } Residential { } Bond Job { }

Start Date: _____

Estimated Project Valuation ($): _____

Owner Name: _____

Owner Address: _____

Lender Co.: _____

Lender Co. Address: _____

Loan #: _____

Bonding Co.: _____

Bonding Co. Address: _____

Bond #: _____

General/Direct Contractor: _____

General/Direct Contractor Address: _____

General/Direct Contractor Phone: _____

Is this project located on tribal community land (Please Select)? Yes { } No { }

If so, please provide which community _____

I hereby certify that the information provided in this form is complete, true and correct to the best of my knowledge.

By: _____

Title: _____

Date: _____

Martin Marietta

By: Kyle Hall

Date: Thursday, February 23, 2023

Expiration Date: Thursday, August 31, 2023

SOLICITATION SUMMARY

Fog Seal and Crack Seal

B&F CONTRACTING, INC.

Job Name: Chandler Boulevard and Dobson Road Sewer and Water Improvements
Job Number: WW2005.252
Owner: City of Chandler
Address 975 E. Armstrong Way, Building L
Chandler, Arizona - 85286

IQ: 11011 N. 23rd Ave., Phoenix, AZ 85029
Office: 623-582-1170 | **Fax:** 623-582-3761
Arizona Licenses: ROC-089744, ROC-111282
Date: 3/13/2023
Revision: 0

SUPPLIER		MATERIAL AND UNIT RATES										
		Fog Seal			Crack Seal			Mobe				NOTES
L&L ASPHALT		$ 35,200.00		P	$ 1.00			$ 950.00			$ -	
P1		$ 16,500.00			$ 0.45			1-Mobe Included			-	
Gonzales		$ 51,840.00			$ 1.62			Inlcuded				

NOTES:

L & L Asphalt LLC
P.O. Box 73440
Phoenix, AZ 85050

Voice: 623-434-1200
Fax: 623-434-1202

City of Phoenix Certified WBE/DBE/SBE

PROPOSAL

Proposal Number: 4701B
Proposal Date: Apr 18, 2023
Page: 1

Asphalt ROC 215796

To:
B & F Contracting Inc
11011 N. 23rd Ave
Phoenix, AZ 85029

Phone 623-582-1170

Job Name and Location:
B & F Contracting Inc
Chandler Dobson Water Improvement
Chandler & Dobson Road
Chandler, AZ

Customer Phone Number	PO Number	Sales Rep Name
623-582-1170		
Customer Fax Number	**Customer Contact**	**Payment Terms**
623-582-3761	Mike Cruse	Net 30 Days

L & L Asphalt will furnish all labor, equipment, and materials to complete the scope of work as listed below for the unit prices below;

Quantity	Unit	Description	Unit Price	Amount
7,150.00	SY	6-1/2" Thick Asphalt Mill/Sweep & Haul Off. Finegrade & Compact Existing Base Course For New Asphalt Pavement.	28.00	200,200.00
7,150.00	SY	Permanent Asphalt Pavement 6-1/2" Thick. (4" Thick 3/4 EVAC PG70-10 Base Course & 2-1/2" Thick 1/2 EVAC PG70-10 Surface Course)	64.00	457,600.00
18.00	EA	Jobsite Mobilization	1,500.00	27,000.00
		PRICE INCLUDES CRACKFILL FOR ASPHALT TRENCH JOINTS ONLY)		
		MATERIAL PRICE GOOD TILL 9/30/23		
		ADD $3.00 PER TON GOOD TILL 12/31/23.		

INCLUSIONS:

1. Apply tack coat to edges only.
2. Mobilizations Listed On Quote. Any additional will be charged at Price listed.
3. Payment based on actual field measurements and thicknesses.

EXCLUSIONS: (Items listed are excluded from price unless noted otherwise.)

1. Bond, Taxes and Permits/ Sales Tax On Material.
2. Testing (On or Off-Site).
3. Surveying/Layout/ Staking.
4. Water supply and usage charge.
5. Traffic Control/Barricades of any kind.
6. Asphalt Milling/Sawcut Of Any Kind.
7. Utility Adjustments
8. Subgrade Preparation Of Any Kind.
9. Stamped or decorative asphalt.
10. Premium(Overtime) & Weekend Work.
11. Prime Coat/Crack Fill/Seal Coat/Slurry Seal.

SPECIAL PROVISIONS:

1. This proposal is valid until April 30, 2023. If work is scheduled after that time we reserve the right to revise our prices based on the s increases.

Subtotal	684,800.00
Sales Tax	
TOTAL PROPOSAL AMOUNT	**684,800.00**

Rita Lawrence: Rita@llasp.com
John Doerfler: JohnDoerfler@yahoo.com

L & L Asphalt, LLC

4/18/23
Date

Accepted By: B & F Contracting Inc

Date

P1 Paving and Construction LLC

8550 N 91ST AVE STE. 65 PEORIA, ARIZONA 85345
OFFICE: (623) 594-7174 FAX: (623) 594-7159

PROPOSAL

CUSTOMER

ATTN: Amit Satre – B&F Contracting

SUBJECT: Chandler Dobson Water Improvement Project

ADDRESS: Dobson Road & Chandler Blvd

P1 Paving and Construction submits the following proposal for your consideration and acceptance.

A) Mill 6.5" depth, clean, furnish, place and compact 6.5" depth AC – 2 mixes – 5,100 SY – $80.70 / SY
$411,570

B) Furnish, place and compact 6.5" depth AC – 2 mixes – 5,100 SY – $67.90 / SY
$346,290

MOBILIZATION - $1,500 each

All paving / patching includes crack seal. – Additional crack seal to be billed at $.45 / SF and not to be done as a separate mobilization.

Fog seal – 32,000 SY – includes 2 mobilizations $16,500

Proposal includes/excludes the following:

Saw Cutting	yes		no	x	Utility adjustments	yes		no	x	Prevailing Wage	yes		no	x
Survey & Engineering	yes		no	x	Slurry / Micro Seal	yes		no	x	Sales Tax	yes		no	x
Sub-Grade Prep	yes		no	x	Rubberized Asphalt	yes		no	x	Permits & Testing	yes		no	x
Concrete haul off	yes		no	x	Barricades	yes		no	x	Nights/Weekends	yes		no	x
Haul off Asphalt Removals	yes	x	no		Hot Rubber Asphalt Joint Sealer	yes	x	no		Plant opening fees	yes		no	x

PROVISIONS:

1. All work is to be measured upon completion and will be billed at the unit cost for the measured quantities with minimum invoice for the quantity of work stated in the description of work above.
2. Work will not be scheduled until an acceptable contract containing these unit prices, inclusions, exclusions and provisions have been signed by both parties.

Matt Tormey
P1 Paving and Construction LLC

DATE: 04/11/2023

PRICE GOOD THRU: 08/31/2023 ACCEPTED BY: _____

Gonzalez Asphalt Inc.
3001 W Lincoln, Phoenix, AZ 85009
Tel 623-594-2245 Fax 623-243-6429
Estimating@gonzalezasphalt.com (Robert)
tony.rose@gonzalezasphalt.com (Tony)

GONZALEZ ASPHALT INC

Project Name:	Dobson/Chandler Intersection Water	Proposal #	2023-250
Project Location:		Date:	4/5/2023
	Chandler AZ		

Line Item #	Description of work	UNIT	Quantity	Unit Price	Total Price
1	Aasphalt Patching (6.5" depth)	SY	5100	103.50	527,850.00
	5.5 wide areas 3100 SY				
	4.5 Wide areas 1800 SY				
	Laterals 200sy				
	includes crackfill for the above work				
2	Crackfill	LF	1	1.00	1.00
3	Fog Seal	SY	32000	1.62	51,840.00
	Asphalt 2" A12.5 on 4.5" A19				
	DBE/SBE Certified			Total	579,691.00

Lic # 283318 A Gen Engineering — Proposal Valid for 30 Days

Engineer:	Per plans	Plan Date:	

Exclusions: Bonds, permits, taxes, testing, engineering, striping and signage, Prime coat, Seal coat, Traffic control, traffic plan, barricades, concrete work, Underground Work, underground removals & relocations, Site Clearing, Site Grading Site Haul Off of Spoils

To accept this proposal, sign and date

X: _____

SOLICITATION SUMMARY

PAVEMENT STRIPING

B&F CONTRACTING, INC.

Job Name: Chandler Boulevard and Dobson Road Sewer and Water Improvements
Job Number: WW2005.252
Owner: City of Chandler
Address 975 E. Armstrong Way, Building L
Chandler, Arizona - 85286

Corporate HQ: 11011 N. 23rd Ave., Phoenix, AZ 85029
Office: 623-582-1170 | Fax: 623-582-3761
Arizona Licenses: ROC-089744, ROC-111282
Date: 6/15/2023
Revision:

SUPPLIER	MATERIAL AND UNIT RATES								
	4" EQ. PAVEMENT MARKING	4" EQ. THERMOPLASTIC PAVEMENT MARKING	4" FINAL PAVEMENT MARKINGS	8' PREMARK BUS LEGEND	8' PREMARK BIKE LEGEND	PAINT BIKE + ARROW	PAINT + PERMARK ARROWS	PREMARK BIKE LANE	PREMARK LEGEND ONLY
FALCON	$ 0.35	$ 0.60	$ 0.40	$ 415.00	$ 550.00	$ 200.00	$ 415.00	$ 550.00	$ 500.00
FRANKLIN	$ 0.16	$ 0.70	$ 0.16	$ 690.00	$ 590.00	$ 65.00	$ 60.00	$ 65.00	$ 690.00
PMI									

	RPMs	MOBILIZATION - PAINT	MOBILIZATION - THERMOPLASTIC	NOTES
FALCON	$ 5.00	$ 1,250.00	$ 1,250.00	
FRANKLIN	$ 3.05	$ 1,000.00	$ 10,000.00	
PMI				

NOTES: PMI was non responsive. Fraklin was selected due to lower unit rates.

Franklin Striping, Inc.
2832 S. 45th Street
Phoenix, AZ 85040
Phone: (480) 898-1180
Fax: (480) 668-9688

QUOTE NO: 042123

ATTENTION: **ESTIMATING DEPARTMENT**

PROJECT: **DOBSON RD & CHANDLER BLVD INTERSECTION WATER IMPROVEMENTS**
PROJECT # **WW2005.403** **DATE:** **4/12/2023**
LOCATION **CHANDLER, AZ**

ITEM NO.	SCOPE OF WORK	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	PERMANENT PAINT WHITE, 4" EQUIV.	20410	LF	$0.16	$3,265.60
2	PERMANENT PAINT YELLOW, 4" EQUIV.	790	LF	$0.16	$126.40
3	PERMANENT PAINT SYMBOL, ARROW	17	EA	$60.00	$1,020.00
4	PERMANENT PAINT SYMBOL, BIKE GUY/ARROW	16	EA	$65.00	$1,040.00
5	4" EQUIV. WHITE SPRAYED THERMOPLASTIC 60MIL	7630	LF	$0.55	$4,196.50
6	4" EQUIV. WHITE TRANSVERSE THERMOPLASTIC 90MIL	2595	LF	$1.15	$2,984.25
7	EXTRUDED THERMOPLASTIC SYMBOL, ARROW 90MIL	17	EA	$125.00	$2,125.00
8	PREFORMED THERMOPLASTIC LEGEND, "BIKE/BUS/ONLY" (8')	3	EA	$690.00	$2,070.00
9	TYPE D RPM (2-WAY YELLOW)	25	EA	$3.05	$76.25
10	TYPE G RPM (1-WAY WHITE)	500	EA	$3.05	$1,525.00
11	MOBILIZATION (PAINT)	1	EA	$1,000.00	$1,000.00
12	MOBILIZATION (THERMOPLASTIC)	1	EA	$1,000.00	$1,000.00
TOTAL	**BID PRICE:**				**$20,429.00**

***** ADDITIONAL MOBILIZATIONS WILL BE CHARGED AT $1000.00 EACH FOR STRIPING.**

To schedule projects, email us at: scheduling@franklinstriping.com

DISCLAIMER:

Quantities shown above are an estimate only, actual field quantities installed will be used for billing purpose.
Excludes: Police Officer, Traffic control, barricades, signage, bonds, sales tax, permits, survey, sweeping, as builts, water supply, dump site, shadow truck, diamond grinding, obliteration, slurry seal or sealer for obliteration scarring & removal of chip seal markers.
Additional Mobilization Charges May Be Applied From Circumstances Beyond Our Control Which Would Prohibit The Above Mentioned Work From Being Completed As Scheduled.
(i.e. UNMOVED VEHICLES, TRAILER, SPRINKLERS, OR EXCESSIVELY DIRTY AREAS ETC.)

****FSI REQUIRES 15 DAYS NOTICE PRIOR TO ANY PAVEMENT MARKING NEEDED****

**** Contractor is to provide Striping Survey. Reference ADOT Standard Specifications 2008 Edition**
**** Sec.-925-3.01, paragraph 7 & 8. Contractor to supply Survey Control points to be set every 50ft.**

**** If striping survey is not completed per ADOT Standard Specifications, a cost of $500.00/hour will be charged to layout.**

All material is guaranteed to be as specified and preformed in accordance with the drawings and specifications submitted for the above mentioned work and completed in a substantial workmanlike manner. Payment terms to be NET 30. This proposal is valid for 60 days. Licensed and Bonded.
Lic No. 115703 & 238964

SINCERELY,
PHIL KOWALCZYK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By: _____

PO#: _____

Quotation

11030 N. 21st Ave. Phoenix, AZ 85029
602-944-3614
ROC168973 & ROC277976

Project: Chandler Dobson Water Improvement Project
Company Name: B&F
ATTN: Estimating Department
Date: 4/12/2023

Scope of Work: Offsite pavement markings and signage.

DESCRIPTION	QUANTITY	UNIT TYPE	UNIT PRICE	AMOUNT
4" Eq. Temporary Paint Pavement Markings	17577	LF	$ 0.35	$ 6,151.95
4" Eq. Thermoplastic Pavement Markings	12230	LF	$ 0.60	$ 7,338.00
4" Eq. Final Paint Pavement Markings	5347	LF	$ 0.40	$ 2,138.80
RPMs	572	EA	$ 5.00	$ 2,860.00
Paint + Premark Arrows	18	EA	$ 415.00	$ 7,470.00
Paint Bike + Arrow	17	EA	$ 200.00	$ 3,400.00
8' Premark BUS Legend	4	EA	$ 415.00	$ 1,660.00
8' Premark BIKE Legend	4	EA	$ 550.00	$ 2,200.00
8' Premark ONLY Legend	4	EA	$ 500.00	$ 2,000.00
Mobilization - Paint	2	EA	$ 1,250.00	$ 2,500.00
Mobilization - Thermoplastic	1	EA	$ 1,250.00	$ 1,250.00
			TOTAL	$ 38,968.75

EXCLUSIONS: Traffic control, survey, as-built drawings, special cleaning, bonds, permits, micro seal/slurry seal/seal coat after obliteration, water supply/dump site, night/weekend work, and materials not listed above.

BID CLARIFICATIONS:

Quote is based off the following drawing sheets: Google Earth Takeoff Dated:

***Any obliteration not included above is excluded. Seal over obliteration is excluded. If PMM is approved, add @ $.40/SF and $1250/EA mobilization. Core drills are excluded.

***Paint and steel pricing has been continuously increasing during 2023, and as a result, Falcon reserves the right to review pricing prior to contract acceptance.

DISCLAIMER: Taxes are excluded. Standard State of Arizona insurance is provided. Davis Bacon/Prevailing Wages are not acknowledged. Addendums acknowledged: N/A. Unit pricing prevails. Retention will not be held for projects under $10,000. Quote is valid for 30 days.

Customer Acceptance Signature: _____ Date: _____

PO Number: _____

Amit Satre

From: Amit Satre
Sent: Thursday, February 23, 2023 11:06 AM
To: jeff.sarpy@pmiaz.com
Cc: Josh Onstott
Subject: B&F Contracting: Chandler Dobson Sewer Improvement Project - Pavement Striping
Attachments: PMI - Subcontractor RFQ Bid Quantity.pdf; WW2005.403_Sewer_100p_Drawings.pdf; WW2005.403_Sewer_100p_Specifications.pdf

Jeff,

B&F is working on the 100% GMP Cost Model for an upcoming project with City of Chandler. I have attached the 100% plans and specifications for your reference. Can you please review and submit a quote for the **Pavement Striping** scope of work? Below is the project information:

Project Name: Dobson Road and Chandler Boulevard Intersection Sewer Improvements
Project Number: WW2005.403
Project Owner: City of Chandler
Project Contractor: B&F Contracting, Inc.

Please note: The intersection work for the project will be split in sections. As soon as we are done with one section, we would like to get temporary striping on the completed section. Please include LF pricing for the temporary striping and include $/mobilization.

At the end of the project, we will overlay and mill the entire intersection (**Total QTY shown on Drawing Sheet S2**). After the overlay and mill, permanent pavement striping will match the existing. Drawings don't show QTY or the striping requirements. Please use google maps or site visit to quantify the total striping.

Due date for submitting the Proposal: **February 28, 2023**.

Please let me know if you might have any questions.

Thank you,

Amit D. Satre
Assistant Project Manager
Phone: (623)-582-1170
Mobile: (602)-402-5410
Email: amit.satre@bfcontracting.com

11011 N 23rd Avenue
Phoenix, AZ 85029
www.bfcontracting.com

Chandler Dobson Waterline Project WW2005.403
Allowance Explainating

Item	Description	Total Cost	Explaination
F9	Landscape Allowance	$47,160.32	The project will impact multiple area with servies, water crossings, and backflow preventors. The allowance will be utilize on a T&M basis to repair the areas as needed.

City Council Memorandum Public Works & Utilities Memo No. CP24-006

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Kimberly Moon, Capital Projects Manager
From: Warren White, Principal Engineer
Subject: Professional Services Agreement No. ST2310.201, with Olsson, Inc., for the Alley Rehabilitation PM10 Dust Emissions Reduction 3 Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. ST2310.201 to Olsson, Inc., for the Alley Rehabilitation PM10 Dust Emissions Reduction 3 Design Services, in an amount not to exceed $155,949.

Background/Discussion:

In 2007, Maricopa County approved a regional Particulate Matter 10 (PM10) Reduction Plan imposed by the Environmental Protection Agency (EPA). The EPA developed ambient air quality trends for particle pollution, also called particulate matter. PM10 describes inhalable particles with diameters that are generally ten micrometers and smaller. The City continues to perform alleyway rehabilitation to adhere to this regional plan.

This agreement is for design and project management services to remove the top four to six inches of various alleys (please see attached map) and replace them with crushed and compacted asphalt milling materials. The new alley roadway surfaces will be sprayed with an asphalt sealer to rejuvenate the binder in the millings. This project will reduce dust by providing an asphalt driving surface on approximately 19.99 miles of alleys.

The project scope of work consists of project management, data gathering, utility coordination, environmental commitments, design, plans, specifications, cost

estimate, and coordination with the Federal Highway Administration and the Arizona Department of Transportation. The agreement completion time is 450 calendar days following Notice to Proceed. This agreement is for design and project management services only. Project construction is scheduled to occur in Fiscal Year 24-25.

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 Civil Engineering Services. Staff recommends approval of this agreement with Olsson, Inc., 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
411.3310.6517.6ST790	Streets GO Bonds	Unpaved Alley Program	$155,949	Y

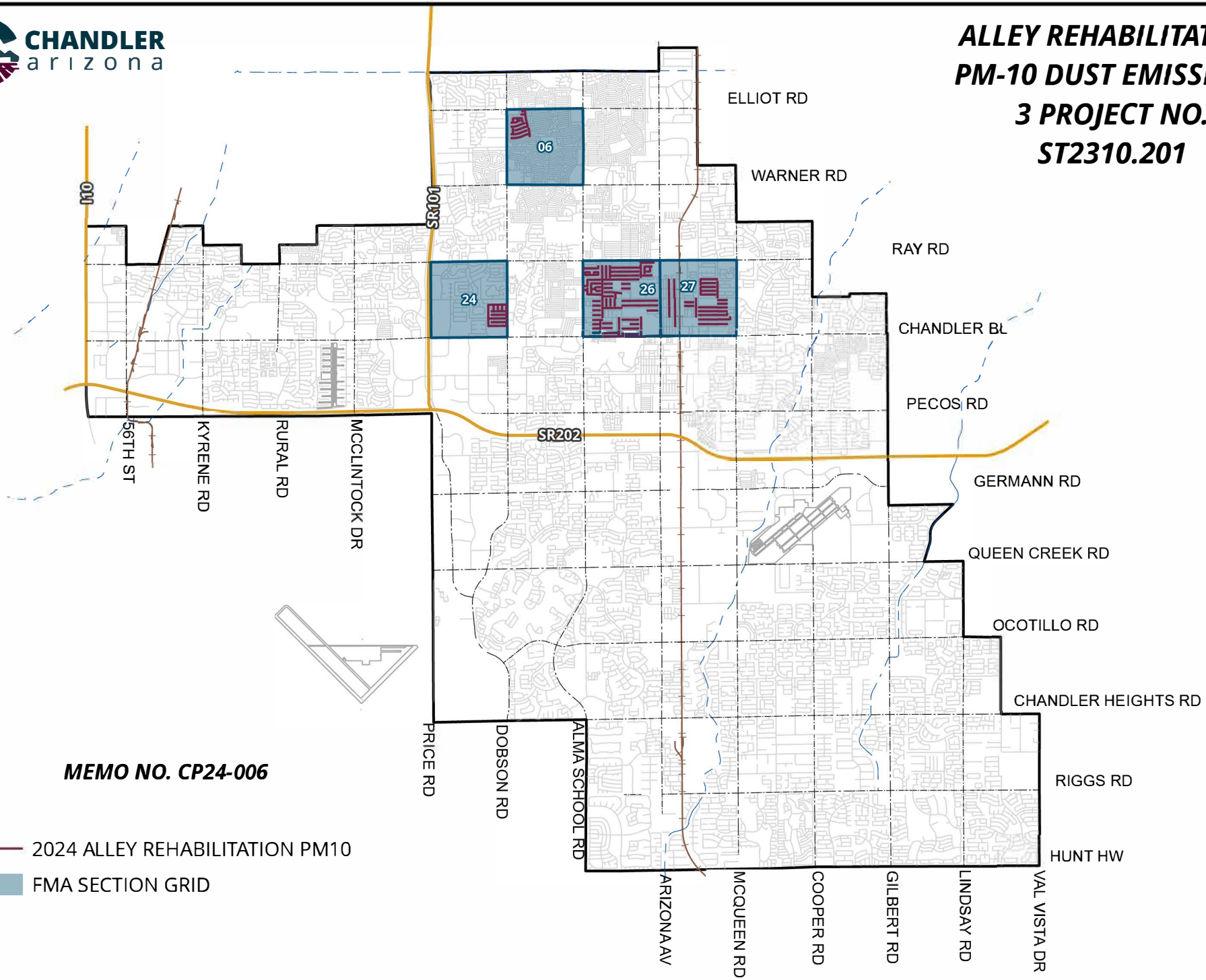
Attachments

Location Map

Agreement - Olsson, Inc.

ALLEY REHABILITATION PM-10 DUST EMISSIONS 3 PROJECT NO. ST2310.201

CHANDLER arizona



MEMO NO. CP24-006

2024 ALLEY REHABILITATION PM10

FMA SECTION GRID

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2023\Capital_Projects_Map_Requests_2023\Capital_Projects_Map_Requests_2023.aprx 6/20/2023 MaricelaH

PROFESSIONAL SERVICES AGREEMENT
Design Services
ALLEY REHAB PM10 DUST EMISSIONS REDUCTION 3

Project No. ST2310.201

Council Date: July 20, 2023 Item No.

This Agreement ("Agreement") is made and entered into on the _____ day of_____, 2023 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Olsson, Inc.**, a Nebraska corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **ALLEY REHAB PM10 DUST EMISSIONS REDUCTION 3** 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 enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

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 **450** 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 **$155,949** 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: Kimberly Moon, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3349 Email: kimberly.moon@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Warren White, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3337 Email: warren.white@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Olsson, Inc.
	Mailing Address:	6437 W. Chandler Blvd, Suite 1, Chandler, AZ 85226
	Physical Address:	6437 W. Chandler Blvd, Suite 1, Chandler, AZ 85226
	Statutory Agent Name:	Registered Agents Inc.
	Statutory Agent Mailing Address:	1846 E Innovation Park Dr, Suite 100, Oro Valley, AZ 85755
	Statutory Agent Physical Address:	1846 E Innovation Park Dr, Suite 100, Oro Valley, AZ 85755
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	C. Gnanasambanthan, PE
	Title:	Associate Vice President
	Phone:	480-829-6000
	Email:	cg@olsson.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or

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

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

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

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 an Agreement to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

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

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

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

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

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

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 – Subconsultant Documents (if applicable)
Exhibit F - Federal Requirements (if applicable)

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

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

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

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

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

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

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

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

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:

Digitally signed by Kimberly Moon
DN: C=US, E=Kimberly.Moon@ChandlerAZ.gov, O=City of Chandler, OU=Capital Projects Division, CN=Kimberly Moon
Date: 2023.06.26 13:10:49-07'00'

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
Olsson, Inc.

6/26/2023

Signature Date

for C. Gnanasambanthan

Print Name

Associate Vice President

Title

CG@olsson.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 3
(FMA 6, 24, 26, and 27)
ST2310.201

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

June 19, 2023

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

1.1 Consultant will provide services for the design, permitting, development of construction documents, and specified construction administration for the development of alleyway improvements for PM10 dust emissions reduction, located at FMA Page 6, Page 24, Page 26 and Page 27, Chandler, Arizona, all as more specifically described herein below.

1.2 The facility design may include, but not be limited to, replacing the top six inches of dirt, gravel and older aggregate base course with crushed asphalt milling materials creating a more dust free driving surface for approximately 19.99 miles of alleys. The width of the millings will be 13 or 17 feet leaving approximately 18 inches on both sides are grading and allow for above ground utility facilities. Right of Way widths are typically 16 or 20 feet wide. A more detailed description of the City's concept is included herein as part of Exhibit A.

1.3 The project design, construction, furnishing and equipping budget is $3.8 million. All design, construction and furnishing of the project will be completed within this budget.

1.4 Consultant will provide all design services for the Project including, but not limited to, civil engineering and environmental planning services.

2. ASSIGNMENT:

2.1 The design contract has been awarded to Olsson based on their proposed personnel and specified subconsultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

3.1 Olsson must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

3.2 Olsson must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of the City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and the City will cooperate to assist Consultant.

3.3 The City of Chandler will take 14 calendar days to review design submittals.

4. QUALITY CONTROL:

4.1 Olsson must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.

5. PRELIMINARY RESEARCH:

5.1 As and for preliminary research before preparing the project design, Consultant will:

a. Perform a Document Search for utility as-builts.
b. Perform a Document search for rights-of-way.
c. Perform a Document search for survey ties and benchmarks.
d. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
e. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
f. Research all utility companies/agencies and acquire all available as-built and utility records.
g. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
h. Obtain existing contour maps if available to determine existing drainage patterns.
i. Record a GoPro video of all fences and gates along the alleyways included in this project. The video will be copied to CD's and submitted to the City.

6. UTILITY/AGENCY COORDINATION:

6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).

6.2 Olsson will obtain utility maps from utility companies in the project area during the Project Assessment stage of the project.

6.3 90% plans will be sent to utility companies with facilities in the project area to confirm utility locations and determination of utility conflicts.

6.4 Olsson will send 100% plans and request clearance letters from each utility with facilities in the project area.

6.5 Olsson will submit a utility clearance package to ADOT via City of Chandler.

7. PROJECT MANAGEMENT & ADMINISTRATION:

7.1 Olsson will coordinate with affected City Departments, Subconsultants, and other stakeholders as required, to administer the project. Olsson will prepare a project execution plan, setup the budget in our accounting system, and prepare monthly invoices and progress reports for submittal to the City PM.

8. PROGRAMMING:

8.1 Consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.

8.2 Consultant must coordinate a total of one Public Information meeting if needed. This will include assisting City staff in preparing information for mailers/flyers, coordinating with City Communications and Public Affairs Office (CAPA) to establish project website and project updates during construction, coordinate with HOAs where applicable. The exhibits will include a simple site orientation plan, and one line building component plan(s). City will advertise and promote the meetings.

9. SCOPING DOCUMENT (Project Assessment):

9.1 A draft project assessment (PA) will be prepared and submitted via email or FTP to the Chandler PM and include the following:

a. Overview and Project Background
b. Project Scope of Work
c. Project Development Considerations
d. Environmental Considerations (see Logan Simpson scope of Work)
e. Typical Alley Cross Section
f. Drainage Considerations.
g. Right-of-Way Requirements (none)
h. Utility Considerations
i. Construction Impacts
j. Estimated Project Costs
k. Estimated Project Schedule
l. Other Requirements
m. Appendices including typical sections, maps of the alleys, and selected alley photographs

9.1 After City review of the draft PA, comments will be sent to the consultant and a comment review meeting will be held virtually and attended by the Olsson PM.

9.2 The City's comments will be incorporated into the final PA and submitted to the City.

10. DESIGN DEVELOPMENT (90% Document Review):

10.1 Based on the approved final PA Documents and any adjustments authorized by City in the scope or quality of the project or in the construction budget authorized by the City, Olsson must prepare, for approval by City, Design Development Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the project. When the design is approximately ninety percent (90%) complete Consultant must do the following:

a. Prepare plans, sections, schedules, notes, technical specifications, and federal provisions as required, to be able to bid and construct the project in its entirety.
b. Project Specific Special Provisions will be prepared by the City's PM.
c. General Conditions will be provided by the City.
d. Technical specifications will include 18 bid items.
e. Plan sheets will include a cover sheet, general notes and typical sections sheet, environmental requirements sheet, and five map sheets.
f. Cover sheet to be provided by the City in AutoCAD (2014).
g. Consultant is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.

h. Biological resources, hazardous materials, agency scoping and cultural resources (Logan Simpson).
i. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.
j. Prepare draft Categorical Exclusions (ADOT).
k. PISA, Biological Evaluation, Cultural Resources reports (Logan Simpson).
l. Submit to the City's PM using the City's electronic plan review process. The Consultant will create an account under the website https://developmentpermits.chandler.gov/clics/ to include original drawings and specs.
m. Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

11. BID & AWARD (100% Documents):

11.1 Olsson will submit bid documents to Development Services for building permit using the City's electronic plan review process. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format on diskette in Microsoft Word Office 365. Plans will be black line prints in pdf format. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

11.2 Assist City in the preparation of the Bid Form.

11.3 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.

11.4 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.

11.5 Prepare addenda for review and approval by City. City will distribute.

11.6 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

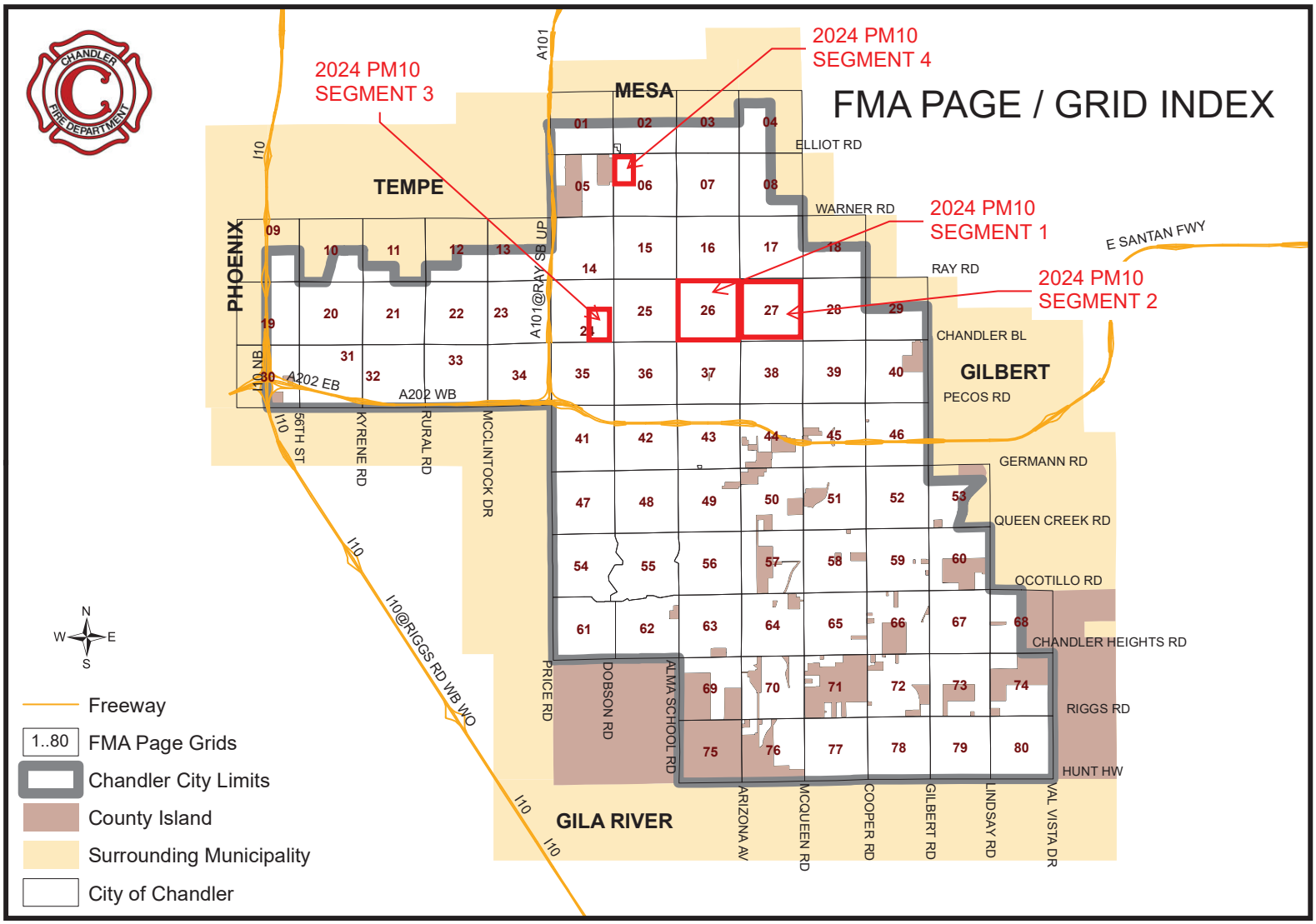
12. PERIOD OF SERVICE (MILESTONES):

12.1 Following receipt of a "Notice to Proceed" with the design work, Consultant must

complete the design and have all documents ready for bidding within 381 calendar days of the date indicated on the Notice to Proceed.

12.2 The Bid and Award period will be approximately 60 days.

12.3 Consultant must complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A attached herein. In the event delays are experienced beyond the control of Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.



Map Prepared by the City of Chandler GIS Services

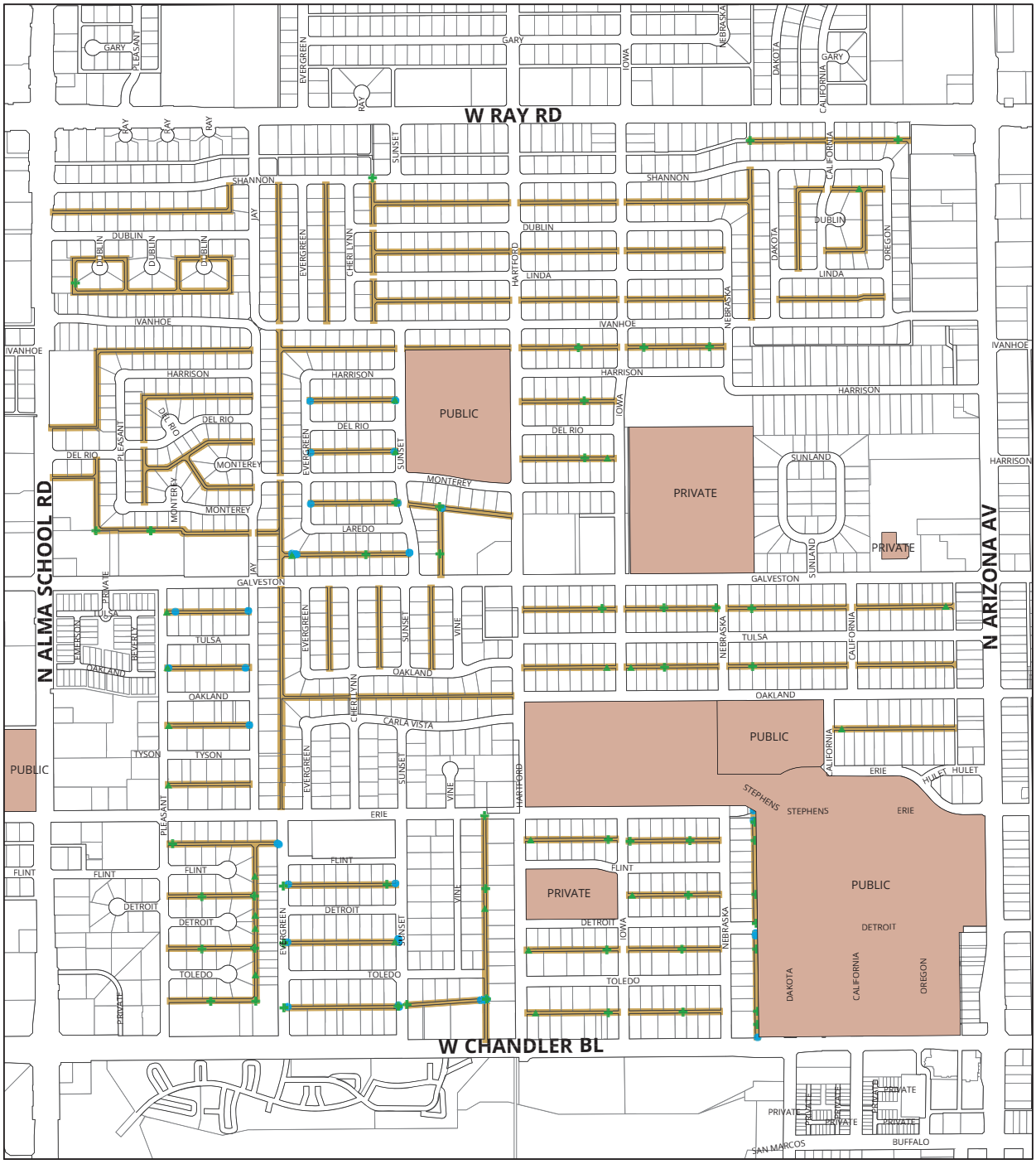
Source: COC Enterprise GIS Map Date: 1/2023
..\MARS\FIRE_INDEX_REFERENCE_MAPS\05_FMA_PAGE_GRID_INDEX.mxd

The City of Chandler makes no warranties, written or implied, regarding the information on this map.

CHANDLER arizona

2024 ALLEY PM/10 REHAB
SEGMENT 1

NTS
ChanGIS



- 2024/2025 SURVEY MONUMENT
- 2024/2025 BRASS CAP
- 2024/2025 WATER VALVE
- 2024/2025 SEWER CLEANOUT
- 2024/2025 SEWER MANHOLE
- 2024/2025 STORM DRAIN
- 2024/2025, ALLEY PM10 REHAB
- SCHOOL SITE

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR EXACT UTILITY REPRESENTATION OR LOCATIONS PROVIDED ON THESE MAPS.

FMA PAGE 26	
FEATURE	**COUNT**
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	37
SEWER CLEANOUT	20
STORM DRAIN	0
WATER VALVES	22

Alley Mileage: 11.27 Miles

FMA Page 26

Attachment 4

Path: F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Streets\STREETS PAVEMENT HISTORY\2023-2024 PAVEMENT MAINTENANCE\2023-2024_ALLEY_AND_SHOULDER_PM_10\2023_2024_Pavement_Maintenance.aprx User: maricelah

CHANDLER arizona

2024 ALLEY PM/10 REHAB
SEGMENT 2

NTS
ChanGIS

- 2024/2025 SURVEY MONUMENT
- 2024/2025 BRASS CAP
- 2024/2025 WATER VALVE
- 2024/2025 SEWER CLEANOUT
- 2024/2025 SEWER MANHOLE
- 2024/2025 STORM DRAIN
- 2024/2025, ALLEY PM10 REHAB
- SCHOOL SITE

FMA PAGE 27	
FEATURE	COUNT
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	33
SEWER CLEANOUT	7
STORM DRAIN	0
WATER VALVES	0

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR EXACT UTILITY REPRESENTATION OR LOCATIONS PROVIDED ON THESE MAPS.

Alley Mileage: 5.12 Miles

FMA Page 27

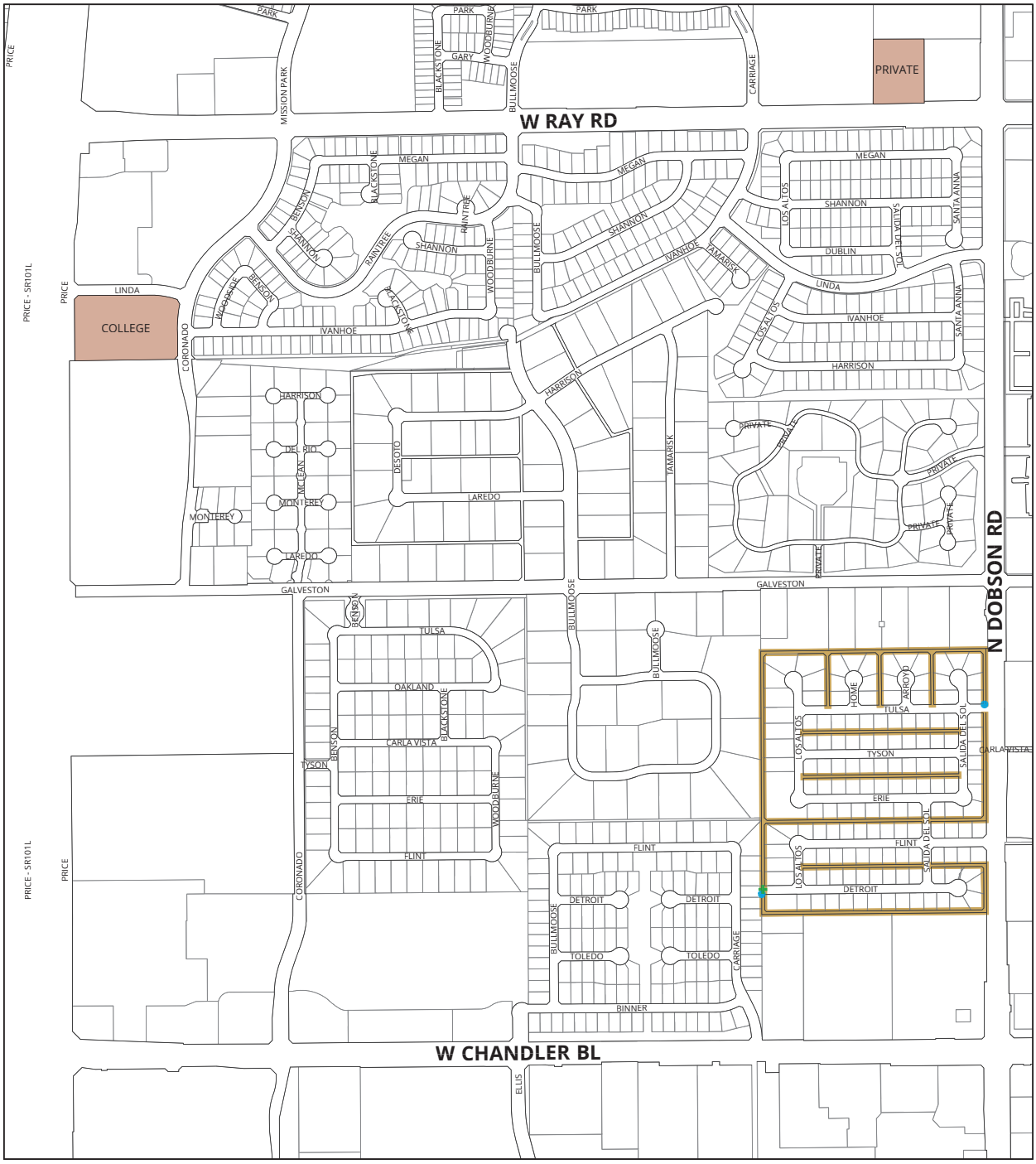
Attachment 6

Path: F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Streets\STREETS PAVEMENT HISTORY\2023-2024 PAVEMENT MAINTENANCE\2023-2024_ALLEY_AND_SHOULDER_PM_10\2023_2024_Pavement_Maintenance.aprx User: maricelah

CHANDLER arizona

2024 ALLEY PM/10 REHAB
SEGMENT 3

NTS
ChanGIS



- 2024/2025 SURVEY MONUMENT
- 2024/2025 BRASS CAP
- 2024/2025 WATER VALVE
- 2024/2025 SEWER CLEANOUT
- 2024/2025 SEWER MANHOLE
- 2024/2025 STORM DRAIN
- 2024/2025, ALLEY PM10 REHAB
- SCHOOL SITE

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR EXACT UTILITY REPRESENTATION OR LOCATIONS PROVIDED ON THESE MAPS.

FMA PAGE 24	
FEATURE	**COUNT**
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	1
SEWER CLEANOUT	0
STORM DRAIN	0
WATER VALVES	2

Alley Mileage: 1.90 Miles

FMA Page 24

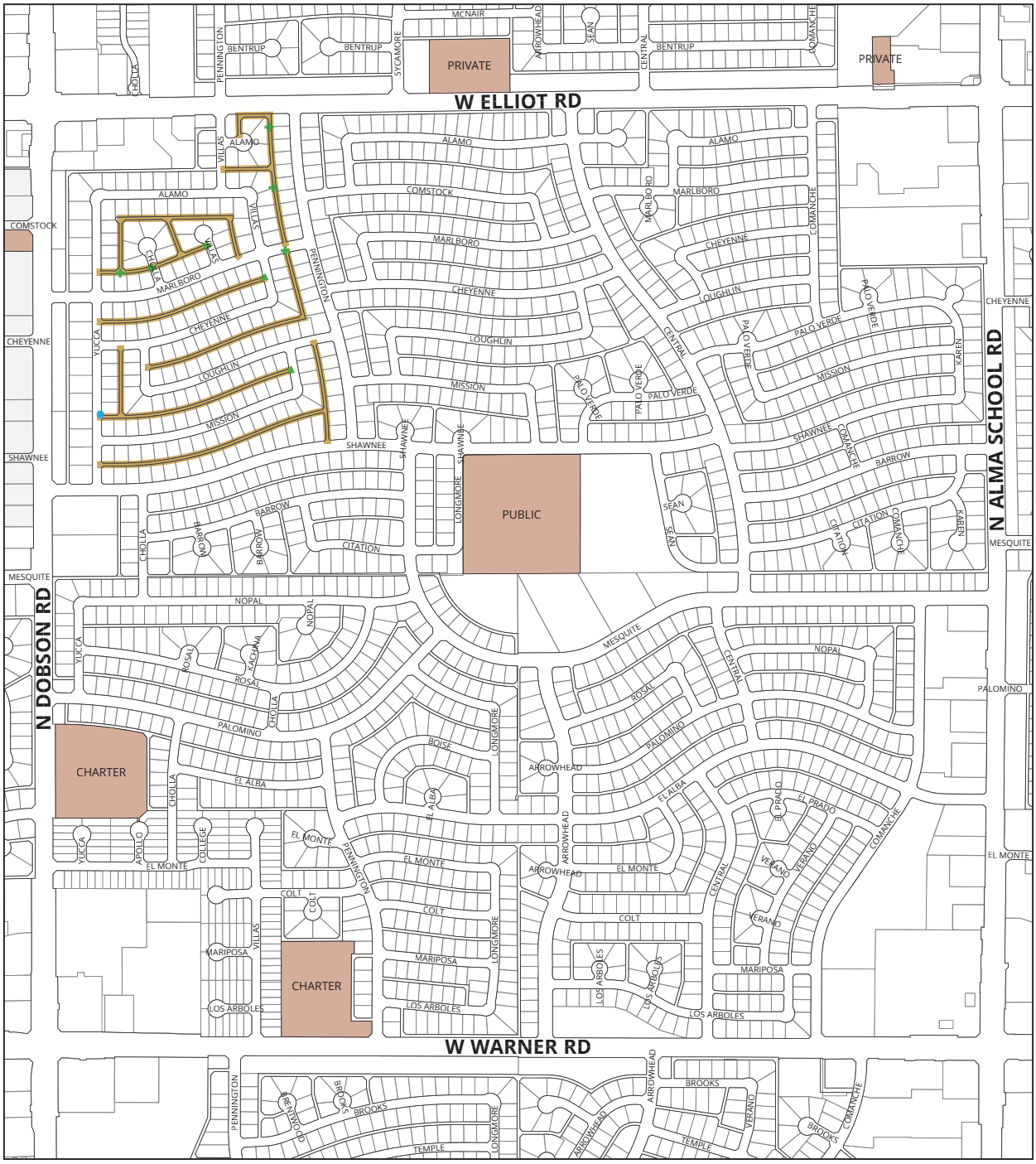
Attachment 2

Path: F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Streets\STREETS PAVEMENT HISTORY\2023-2024 PAVEMENT MAINTENANCE\2023-2024_ALLEY_AND_SHOULDER_PM_10\2023_2024_Pavement_Maintenance.aprx User: maricelah

CHANDLER arizona

2024 ALLEY PM/10 REHAB
SEGMENT 4

NTS
ChanGIS

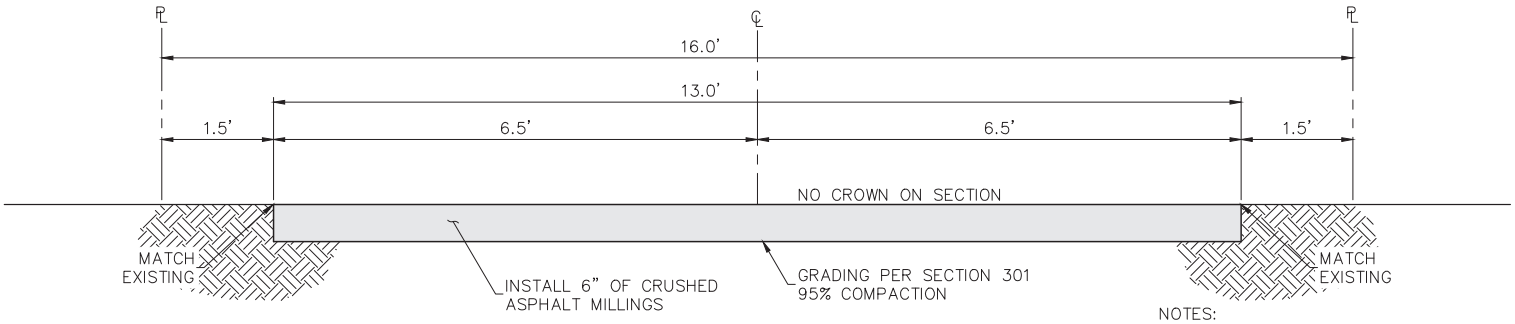


- 2024/2025 SURVEY MONUMENT
- 2024/2025 BRASS CAP
- 2024/2025 WATER VALVE
- 2024/2025 SEWER CLEANOUT
- 2024/2025 SEWER MANHOLE
- 2024/2025 STORM DRAIN
- 2024/2025, ALLEY PM10 REHAB
- SCHOOL SITE

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR EXACT UTILITY REPRESENTATION OR LOCATIONS PROVIDED ON THESE MAPS.

Alley Mileage: 1.7 Miles

Path: F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Streets\STREETS PAVEMENT HISTORY\2023-2024 PAVEMENT MAINTENANCE\2023-2024_ALLEY_AND_SHOULDER_PM_10\2023_2024_Pavement_Maintenance.aprx User: MaricelaH

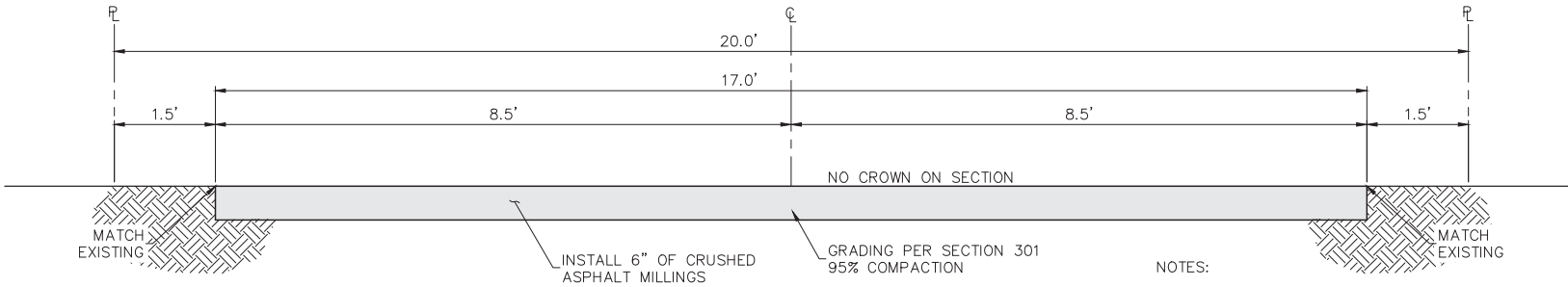


NOTES:

1. ASPHALT MILLINGS SHALL BE COMPACTED TO 100% RELATIVE DENSITY PER MAG 310 AND 313.
2. FINISHED ASPHALT MILLINGS SHALL BE TREATED WITH SS-1H, CQSH, CSS-1H, OR EQUAL.
3. WIDEN ASPHALT MILLING SURFACE AT ALLEYWAY CORNERS.

1 TYP. ALLEYWAY CROSS-SECTTION (16' R/W)

SCALE: N.T.S.



NOTES:

1. ASPHALT MILLINGS SHALL BE COMPACTED TO 100% RELATIVE DENSITY PER MAG 310 AND 313.
2. FINISHED ASPHALT MILLINGS SHALL BE TREATED WITH SS-1H, CQSH, CSS-1H, OR EQUAL.
3. WIDEN ASPHALT MILLING SURFACE AT ALLEYWAY CORNERS.

2 TYP. ALLEYWAY CROSS-SECTTION (20' R/W)

SCALE: N.T.S.

Alley Rehab PM10 Emissions Reduction 3
(ST2310)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Notice to Proceed	0 days	Thu 8/3/23	Thu 8/3/23	
2		Kickoff Meeting	0 days	Tue 8/8/23	Tue 8/8/23	
3		**Project Assessment**	**100 days**	**Thu 8/3/23**	**Wed 12/20/23**	
4		Submit Quality Control Plan	5 days	Thu 8/3/23	Wed 8/9/23	1
5		Obtain Assessor Maps	1 day	Thu 8/3/23	Thu 8/3/23	1
6		Obtain Utility Maps	20 days	Thu 8/10/23	Wed 9/6/23	1
7		Site Visit	5 days	Mon 8/7/23	Fri 8/11/23	
8		Video all fences and gates	5 days	Mon 8/14/23	Fri 8/18/23	7
9		Develop typical section and maps	5 days	Mon 8/21/23	Fri 8/25/23	8
10		Prepare Environmental Considerations	30 days	Thu 8/3/23	Wed 9/13/23	2
11		Prepare Construction Cost Estimate	2 days	Mon 8/28/23	Tue 8/29/23	9
12		Prepare Project Assessment Report	10 days	Mon 9/4/23	Fri 9/15/23	6,8,9,10,11
13		QA/AC	2 days	Mon 9/18/23	Tue 9/19/23	12
14		Submit Draft Project Assessment Report	0 days	Wed 9/20/23	Wed 9/20/23	13
15		City Review	11 days	Thu 9/21/23	Thu 10/5/23	14
16		Comment Resolution Meeting	0 days	Wed 10/11/23	Wed 10/11/23	15
17		Prepare Final PA Report	5 days	Thu 10/12/23	Wed 10/18/23	16
18		Prepare Project initiation Letter to ADOT	45 days	Thu 10/19/23	Wed 12/20/23	17
19		**Construction Documents (90%)**	**50 days**	**Thu 12/21/23**	**Wed 2/28/24**	
20		Prepare Plans	15 days	Thu 12/21/23	Wed 1/10/24	17,18
21		Prepare Technical Specs and Federal Provisions	10 days	Tue 1/2/24	Mon 1/15/24	20
22		Prepare Construction Cost Estimate	2 days	Thu 1/11/24	Fri 1/12/24	20
23		QA/AC	2 days	Tue 1/16/24	Wed 1/17/24	22
24		Document Review with City (Development Services)	14 days	Thu 1/18/24	Tue 2/6/24	23
25		Utility Review	30 days	Thu 1/18/24	Wed 2/28/24	23
26		**Envrionmental Tasks**	**173 days**	**Thu 12/21/23**	**Mon 8/19/24**	
27		Agency Scoping	46 days	Thu 12/21/23	Thu 2/22/24	
28		Biological Resourses	60 days	Thu 12/28/23	Wed 3/20/24	
29		Cultural Resources	90 days	Thu 1/4/24	Wed 5/8/24	
30		Hazardous Materials	55 days	Tue 1/9/24	Mon 3/25/24	
31		Environmental Document	39 days	Thu 5/9/24	Tue 7/2/24	
32		City Review	11 days	Wed 7/3/24	Wed 7/17/24	31
33		ADOT Review	23 days	Thu 7/18/24	Mon 8/19/24	32
34		**Construction Documents (100%)**	**43 days**	**Tue 6/4/24**	**Thu 8/1/24**	
35		Prepare 100% PS&E	10 days	Tue 6/4/24	Mon 6/17/24	31
36		QA/AC	2 days	Tue 6/18/24	Wed 6/19/24	35
37		Submit Bid Documents to Development Services	0 days	Thu 6/20/24	Thu 6/20/24	36
38		Utility Clearances	21 days	Fri 6/21/24	Fri 7/19/24	36
39		City Review	30 days	Fri 6/21/24	Thu 8/1/24	37
40		**Bid and Award**	**67 days**	**Fri 8/2/24**	**Mon 11/4/24**	
41		Revised plans per City comments	10 days	Fri 8/2/24	Thu 8/15/24	39
42		Pre-Bid Conference	20 days	Tue 9/10/24	Mon 10/7/24	41
43		Bid opening	20 days	Tue 10/8/24	Mon 11/4/24	42
44		**Construction**	**175 days**	**Tue 12/3/24**	**Mon 8/4/25**	
45		Construction Contract Council Approval	30 days	Tue 12/3/24	Mon 1/13/25	43
46		Construction NTP	0 days	Mon 1/20/25	Mon 1/20/25	43,45
47		Construction	140 days	Tue 1/21/25	Mon 8/4/25	46

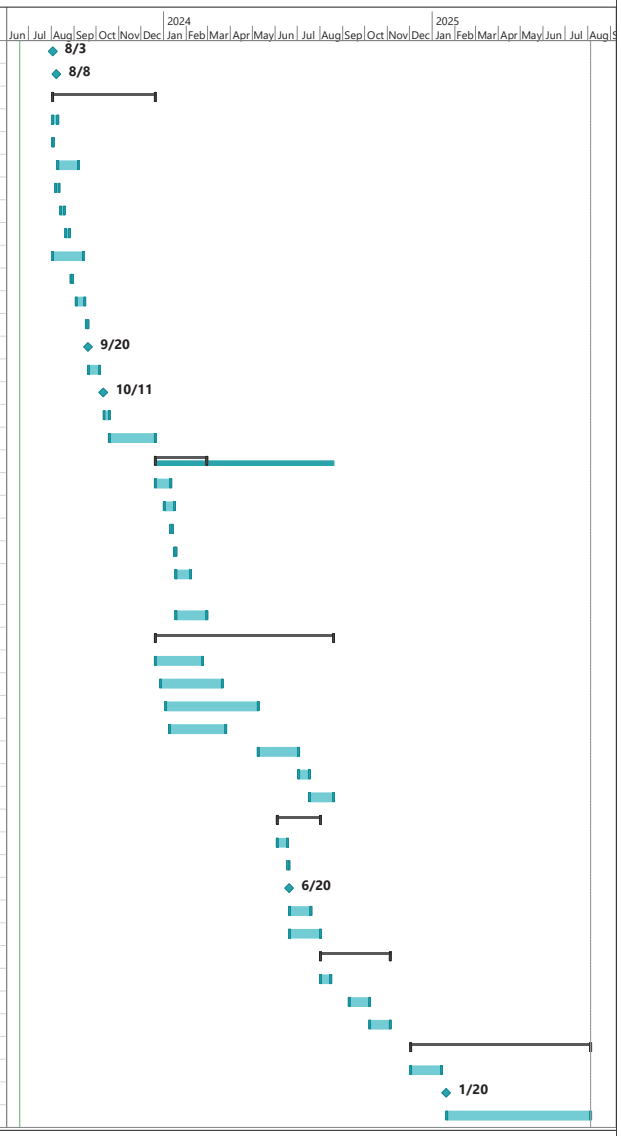


EXHIBIT "B"
COMPENSATION AND FEES

ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 3
(FMA 6, 24, 26, 27)
ST2310

EXHIBIT "B-1"
Lump Sum Cost Per Task

	TASK DESCRIPTION		SUBTOTAL		
Task 1.0 Project Description & Scope of Construction					
Task 2.0 Assignment					
Task 3.0 Project Schedule				**$**	**2,544.00**
3.1	Production Schedule	*$*	*2,544.00*		
Task 4.0 Quality Control				**$**	**2,544.00**
4.1	Quality Control Plan	*$*	*2,544.00*		
Task 5.0 Preliminary Research				**$**	**15,256.00**
5.1	Obtain Utility Maps	*$*	*2,000.00*		
5.2	Obtain Accessor Maps	*$*	*616.00*		
5.3	Site Visit	*$*	*5,408.00*		
5.4	Video All Fences and Gates	*$*	*4,904.00*		
5.5	Obtain Contour Maps and Drainage Research	*$*	*2,328.00*		
Task 6.0 Utility/Agency Coordination				**$**	**8,696.00**
6.1	Distribute 90% Plans and Conflict Letters	*$*	*3,712.00*		
6.2	Distribute 100% Plans and Conflict Letters	*$*	*2,784.00*		
6.3	Prepare Utility Clearance Letter	*$*	*2,200.00*		
Task 7.0 Project Management & Administration				**$**	**9,000.00**
7.1	Coordination	*$*	*5,088.00*		
7.2	Project Setup and Monthly Invoices	*$*	*3,912.00*		
Task 8.0 Programming				**$**	**19,404.00**
8.1	Meetings with City Staff	*$*	*1,696.00*		
8.2	Public Meeting	*$*	*17,708.00*		
Task 9.0 Scoping Document (Project Assessment)				**$**	**20,636.00**
9.1	Prepare Draft Report	*$*	*6,596.00*		
9.2	Prepare Appendicies - Typical Sections, Maps	*$*	*1,936.00*		
9.3	Prepare Project Cost Estimate	*$*	*2,360.00*		
9.4	Prepare Project Schedule	*$*	*1,696.00*		
9.5	QA/QC	*$*	*1,824.00*		
9.6	Review Meeting	*$*	*848.00*		
9.7	Prepare Final Report	*$*	*2,752.00*		
9.8	Prepare Project Initiation Letter to ADOT	*$*	*2,624.00*		
Task 10.0 Design Development (90%)				**$**	**27,776.00**
10.1	Prepare 90% Plans	*$*	*12,148.00*		
10.2	Prepare 90% Technical Specifications	*$*	*5,048.00*		
10.3	Prepare 90% Construction Cost Estimate	*$*	*1,856.00*		
10.4	QA/QC	*$*	*2,328.00*		
10.5	Submit to Utilities	*$*	*5,468.00*		
10.6	Submit to Development Services	*$*	*928.00*		
Task 11.0 Bid & Award (100% Documents)				**$**	**12,520.00**

11.1	Prepare 100% PS&E	$	3,632.00		
11.2	QA/QC	$	2,328.00		
11.3	Submit to Development Services and Obtain Permit	$	464.00		
11.4	Submit to Utilities and obtain Clearances	$	928.00		
11.5	Prepare Utility Clearance Letter	$	1,272.00		
11.6	Prepare ADOT QA Plan for Materials	$	1,272.00		
11.7	Attend Pre-Bid Conference	$	424.00		
11.8	Prepare Addenda	$	1,352.00		
11.9	Evaluate Bids	$	848.00		
Task 12.0 Period of Service (Milestones)					
ALLOWANCES				**$**	**10,000.00**
	Owner's Allowance	$	10,000.00		
LOGAN SIMPSON				**$**	**27,573.00**
	Environmental and Geotechnical Services	$	27,573.00		
		TOTAL COST:		**$**	**155,949.00**

ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 3
(FMA 6, 24, 26, 27)
ST2310

EXHIBIT "B-2"
Hours and Rates

		PM	Project Engineer	Associate Engineer	Assistant Engineer	Associate Tech	Admin	< PROJECT ROLE
		$ 212.00	$ 175.00	$ 149.00	$ 126.00	$ 96.00	$ 114.00	< HOURLY RATES
	TASK DESCRIPTION							**TOTAL HOURS PER TASK**
	Task 1.0 Project Description & Scope of Construction							
	Task 2.0 Assignment							
	Task 3.0 Project Schedule	**12**	**0**	**0**	**0**	**0**	**0**	**12**
3.1	Prepare and Update Project Schedule	12						
	Task 4.0 Quality Control	**12**	**0**	**0**	**0**	**0**	**0**	**12**
4.1	Quality Control Plan	12						
	Task 5.0 Preliminary Research	**26**	**12**	**0**	**50**	**14**	**0**	**102**
5.1	Obtain Utility Maps	4				12		
5.2	Obtain Accessor Maps	2				2		
5.3	Site Visit	16			16			
5.4	Video All Fences and Gates	2	4		30			
5.5	Obtain Contour Maps and Drainage Research	2	8		4			
	Task 6.0 Utility/Agency Coordination	**22**	**0**	**0**	**32**	**0**	**0**	**54**
6.1	Distribute 90% Plans and Conflict Letters	8			16			
6.2	Distribute 100% Plans and Conflict Letters	6			12			
6.3	Prepare Utility Clearance Letter	8			4			
	Task 7.0 Project Management & Administration	**36**	**0**	**0**	**0**	**0**	**12**	**48**
7.1	Coordination	24						
7.2	Project Setup and Monthly Invoices	12					12	
	Task 8.0 Programming	**40**	**8**	**4**	**40**	**12**	**24**	**128**
8.1	Meetings with City Staff	8						
8.2	Public Meeting	32	8	4	40	12	24	
	Task 9.0 Scoping Document (Project Assessment)	**40**	**48**	**0**	**28**	**0**	**2**	**118**
9.1	Prepare Draft Report	8	28					
9.2	Prepare Appendicies - Typical Sections, Maps	2			12			
9.3	Prepare Project Cost Estimate	4			12			
9.4	Prepare Project Schedule	8						
9.5	QA/QC	2	8					
9.6	Review Meeting	4						
9.7	Prepare Final Report	4	8		4			
9.8	Prepare Project Initiation Letter to ADOT	8	4				2	
	Task 10.0 Design Development (90%)	**24**	**56**	**0**	**84**	**24**	**0**	**188**
10.1	Prepare 90% Plans (8)	8	12		48	24		
10.2	Prepare 90% Technical Specifications	4	24					
10.3	Prepare 90% Construction Cost Estimate	4			8			
10.4	QA/QC	2	8		4			
10.5	Submit to Utilities	4	12		20			
10.6	Submit to Development Services	2			4			
	Task 11.0 Bid & Award (100% Documents)	**31**	**8**	**0**	**30**	**8**	**0**	**77**
11.1	Prepare 100% PS&E	4			16	8		
11.2	QA/QC	2	8		4			
11.3	Submit to Development Services and Obtain Permit	1			2			
11.4	Submit to Utilities and obtain Clearances	2			4			
11.5	Prepare Utility Clearance Letter	6						
11.6	Prepare ADOT QA Plan for Materials	6						
11.7	Attend Pre-Bid Conference	2						
11.8	Prepare Addenda	4			4			
11.9	Evaluate Bids	4						
	Task 12.0 Period of Service (Milestones)	**0**	**0**	**0**	**0**	**0**	**0**	
	TOTAL HOURS:	243	132	4	264	58	38	**739**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability 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. (Does not apply to Professional Liability coverage.)

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

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

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

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

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.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 3
(FMA 6, 24, 26, and 27)
ST2310.201

EXHIBIT "E"
SUB CONSULTANT DOCUMENTS

June 19, 2023

LOGANSIMPSON

June 9, 2023

Mr. Roger Miles, PE
Senior Engineer
Olsson
6437 West Chandler Boulevard, Suite 1
Chandler, AZ 85226

Re: City of Chandler Project No. ST2310
Logan Simpson Project No. 213143
Chandler Alleyway Rehab PM-10 Dust Emissions Reduction 3

Dear Roger Miles:

Logan Simpson is pleased to submit this Scope of Work and Fee Estimate for the anticipated work to complete the environmental clearance and associated technical resources reports for the above-referenced project.

The Environmental Planner in our office that has been assigned to this project is Marshall Hayes. Should you have any questions please do not hesitate to contact Marshall at (480) 967-1343 or via e-mail at mhayes@logansimpson.com. We look forward to working with you on this project.

Sincerely,

Patricia R. McCabe
Principal Environmental Planner

Attachments: (1) Scope of Work; (2) Task Order Worksheet; (3) Terracon Scope of Work

LOGANSIMPSON

SCOPE OF WORK

CHANDLER ALLEYWAY REHAB PM-10 DUST EMISSIONS REDUCTION 3
LOGAN SIMPSON PROJECT NO.: 2330485

GENERAL

The City of Chandler (City), in coordination with the Arizona Department of Transportation (ADOT) is planning a dust emissions reduction project on approximately 19.99 miles of alleys within Chandler, Maricopa County, Arizona. The project includes replacing the top 6 inches of dirt, gravel, and older aggregate base course with crushed asphalt milling materials within 4 separate segments throughout the City. The alleys are currently used by homeowners, utility companies, and garbage trucks to access backyards, utility boxes, and garbage cans on a daily basis. The project will improve the alleyway surface, improve the air quality and recycle material that would have been discarded from other street resurfacing projects.

The contractor/City will move solid waste cans to the front of houses and remove bulk trash placed in the alley prior to construction. It is assumed that the contractor would be responsible for public involvement and would notify all residents, businesses, and schools by flyer in advance of any street restriction or construction that may affect access to any property. The project is federally funded and will therefore require compliance with all federal requirements. The width of the alleys ranges from 16 to 20 feet wide. The project area consists of City owned lands. No new right-of-way or easements are anticipated to be necessary. No detours will be necessary, but utility relocations may occur. Construction is anticipated to begin in 2024.

Logan Simpson will conduct the environmental investigations and prepare technical resource documentation to support the National Environmental Policy Act (NEPA) compliance for the project. It is anticipated that a Categorical Exclusion (CE) is the appropriate level of NEPA documentation for the project. The CE is anticipated to be prepared by ADOT Environmental Planning (EP) in the CE Checklist format in accordance with 23 U.S.C. 326 and a Memorandum of Understanding dated January 4, 2021, as executed by the Federal Highway Administration (FHWA) and ADOT. It is anticipated that ADOT EP will also prepare the Environmental Commitments and that ADOT will coordinate any necessary reviews of the draft CE Checklist with the City and other ADOT EP staff.

The following activities are excluded from this Scope of Work:

- Preparation of a Project Data and Field Review Form
- Preparation of the CE Checklist or Environmental Commitments
- Public meeting attendance or public scoping efforts
- Class III survey; flagging of cultural resources sites for avoidance; evaluation of the built environment; inventory of traditional cultural properties; separate historic road documentation; preparation of Section 106 agreement documents or treatment plans; or archaeological monitoring, testing, and/or data recovery
- Preparation of a detailed Biological Evaluation or Biological Assessment
- Formal Section 7 consultation with the US Fish and Wildlife Service (USFWS)
- Management Indicator Species Report or Migratory Bird Analysis Report
- Species-specific surveys
- Wild and scenic river coordination

- No business demographic surveys will be required.
- Sole source aquifer coordination with the US Environmental Protection Agency
- Clean Water Act Section 404 jurisdictional delineation, individual permit, or pre-construction notification for geotechnical investigations or project construction
- Clean Water Act Section 401 Individual Water Quality Certification for geotechnical investigations or project construction
- Visual field visit, coordination, technical analysis or report, or simulations
- Natural Resources Conservation Service Farmland Conversion Impact Rating Corridors form
- Section 4(f) identification of potential resources, consultation letters or Individual Section 4(f) evaluation document
- Phase I Environmental Site Assessment, lead-based paint testing, asbestos testing or hazardous materials monitoring
- Quantitative noise or air analyses
- Environmental Justice Evaluations
- Separate geotechnical clearance

TASK 1 PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

One Logan Simpson staff member will prepare for and attend a virtual project kick-off meeting and then perform an in-person field review. Additionally, one Logan Simpson staff member will prepare for and attend up to three, 1-hour progress meetings anticipated to occur via teleconference. Logan Simpson will review design plans for compliance and prepare the scope of work description for ADOT's completion of the CE checklist. Logan Simpson will provide ADOT EP with copies of environmental compliance documentation for the CE, as needed (e.g., project description, biological document, and hazardous materials reports). Logan Simpson will also assist with coordination efforts to determine disturbance acreages which is an ADOT requirement to confirm whether a stormwater pollution prevention plan (SWPPP) is needed.

Logan Simpson will provide Olsson and the City with schedule and status updates and project coordination efforts over the course of the 6-month NEPA process, and will coordinate with ADOT EP. If project coordination efforts for the project exceed this estimation, a Task Order Revision will be necessary. At the completion of the project, Logan Simpson will complete project close out and submit records to Olsson, the City, and ADOT EP.

TASK 2 ENVIRONMENTAL CONSIDERATIONS

Logan Simpson will prepare environmental considerations which will include a brief summary of various resources, preliminary findings, and any recommendations for future action or associated mitigation measures. Logan Simpson will review existing information on the proposed project area provided by Olsson including but not limited to project plans, as-builts, project assessment, project descriptions, right-of-way/easement information, drainage report, aerial photography, and associated engineering information. The considerations are expected to be included by Olsson in the overall project assessment. We anticipate one round of review may be necessary.

TASK 3 BIOLOGICAL RESOURCES

A detailed Biological Evaluation is not anticipated to be necessary for this project based on its location and limited scope; therefore, a Biological Evaluation Short Form (BESF) will be completed for submittal to ADOT EP. Logan Simpson will conduct an on-site reconnaissance-level survey of the project area; utilize the Arizona Game and Fish Department's (AGFD) Online Review Tool Report and USFWS Information for Planning and Consultation (IPaC) species list provided by ADOT EP; conduct a literature review and access GIS-based natural resource data to obtain current information regarding threatened, endangered, and sensitive (TES) species occurrences in the project area; and document the absence of suitable or occupied habitat for TES species in the BESF. Upon completion of the BESF, an electronic copy of the draft document will be provided to ADOT EP and the City for review. Following incorporation of review comments, an electronic copy of the final report will be provided to ADOT for approval.

TASK 4 HAZARDOUS MATERIALS

Terracon, as a subconsultant to Logan Simpson, will prepare a Preliminary Initial Site Assessment (PISA) (refer to attached Terracon Scope of Work). The PISA will consist of a records search and site visit to determine if hazardous materials concerns are located within the project area. Logan Simpson will review the report and provide any edits to Terracon for revision prior to submitting to the City and ADOT. Any mitigation measures for the project identified in the PISA will be included by ADOT EP in the Environmental Commitments, as needed.

Assumptions:

- No lead-based paint or asbestos testing is necessary.

TASK 5 AGENCY SCOPING

Agency scoping will be conducted in accordance with ADOT EP Guidelines for Agency and Public Scoping for Projects with Categorical Exclusions and Biological Scoping Guidelines (May 2021). Logan Simpson will prepare and submit draft agency scoping letters and the distribution list to ADOT, the City, and Olsson for review and approval. The scoping letters will be prepared on City letterhead with City signature. Preparation of the scoping letters will occur following team approval of the project description. Logan Simpson will prepare the list of agencies according to ADOT EP guidelines.

Prior to mailing, electronic copies of the draft scoping letters and distribution list will be provided to the ADOT EP NEPA planner assigned to this project for their review and approval. Following incorporation of up to two rounds of review comments, Logan Simpson will mail the approved agency scoping letters and assumes no more than 40 letters will be mailed. Logan Simpson will coordinate with ADOT and the City regarding comments received from agencies and will provide up to 3 comment responses via phone or email. Logan Simpson will provide a record of all scoping materials to ADOT EP and the City for the project record.

Assumptions:

- Only agency scoping is included in this scope of work and no public scoping efforts are included.

- The scoping letter cannot be mailed until the project has been initiated with ADOT and assigned a Tracs number.

TASK 6 CLASS 1 CULTURAL RESOURCES RECORDS SEARCH

This project is federally funded; therefore, it will require compliance with Section 106 of the National Historic Preservation Act. Section 106 dictates the need for federal agencies to identify National Register of Historic Places (NRHP)-eligible and listed properties, consider any effects the project may have on historic properties, and conduct consultation with the State Historic Preservation Office (SHPO), Native American Tribes, land-managing agencies, and other interested parties.

Due to the disturbed nature of the currently in-use alleyways, the potential for finding cultural resources on the surface is highly unlikely. Therefore, a cultural resource survey is not warranted. Logan Simpson will complete a Class I cultural resources records search for each of the project segments. The literature review will include the project area and a half-mile buffer at each location. The literature review will examine relevant records from the National Register Information System, an online database of properties that have been listed on the National Register of Historic Places (NRHP); AZSITE, an online database of documented cultural resources within the state; the ADOT Historic Preservation Team web-based portal; and records on file at the Arizona State Museum's Archaeological Records Office. Additionally, historical documents, such as General Land Office (GLO) and United State Geologic Survey (USGS) maps, will be evaluated for potentially undocumented cultural properties.

Findings from the records search will be included in a Class I cultural resources assessment report to provide further information about the cultural history of the project area. The Class I report will determine the potential for subsurface deposits at each of the project locations in order to make recommendations for archaeological monitoring during ground-disturbing activities. We anticipate submitting the draft report within three weeks (15 business days) after receiving notice to proceed (NTP) for this project. An electronic copy of the draft report will be submitted to the client for review. Logan Simpson will address all comments on the survey report, then submit final deliverables to the client.

Logan Simpson will assist with Section 106 consultation by drafting consultation cover letters to be submitted to consulting parties and Native American Tribes with the draft technical report. Logan Simpson will provide the draft cover letter as a Microsoft Word file that can be modified as needed and add the proper letterhead and signatures.

Logan Simpson Design Inc.
Project Name: Chandler Alleyway Rehab PM-10 Dust Emissions Reduction 3
LSD # 2330485
Date: 6/9/2023
PM: Marshall Hayes
Math check done by:

Tasks	Environmental Planner, Sr.	Biologist, Sr.	Principal Archaeologist, Investigator	Archaeologist IV	Archaeologist III	Archaeologist II	GIS Analyst, Sr.	GIS Analyst	Subtotal Hours	Subtotal Costs	Direct Expenses: Terracon 4,114.180	Direct Expenses: Total	Total Labor and Exp.
Task 1. Project Management, Coordination, and Meetings													
One staff member prepares for and attends 1-hr virtual kick-off meeting and conducts field review	6								6	$ 855		$ -	$ 855
One staff member prepares for and attends three (1-hr) progress meetings via teleconference	5								5	$ 713		$ -	$ 713
Design plan review, schedule and status updates, disturbance calculations	18								18	$ 2,565		$ -	$ 2,565
Closeout	3								3	$ 428		$ -	$ 428
Subtotal Task 1 Labor	32	0	0	0	0	0	0	0	32	$ 4,560	0	$ -	$ 4,560
Task 2. Environmental													
Prepare draft considerations	20	2			2		3		27	$ 3,711		$ -	$ 3,711
Revisions	5						1		6	$ 843		$ -	$ 843
Final considerations	6								6	$ 855		$ -	$ 855
Subtotal Task 2 Labor	31	2	0	0	2	0	4	0	39	$ 5,408	0	$ -	$ 5,408
Task 3. Biological Resources													
Prefield/travel/site visit (1 biologist)		6							6	$ 810		$ -	$ 810
Prepare/QC technical report (BESF)		14							14	$ 1,890		$ -	$ 1,890
Subtotal Task 3 Labor	0	20	0	0	0	0	0	0	20	$ 2,700	0	$ -	$ 2,700
Task 4. Hazardous Materials													
Terracon prepares PISA									0	$ -	1	$ 4,114	$ 4,114
Logan Simpson review	3								3	$ 428		$ -	$ 428
Subtotal Task 4 Labor	3	0	0	0	0	0	0	0	3	$ 428	1	$ 4,114	$ 4,542
Task 5. Agency Scoping													
Prepare scoping letter	15						2		17	$ 2,398		$ -	$ 2,398
Prepare distribution list	5								5	$ 713		$ -	$ 713
Mailings	3								3	$ 428		$ -	$ 428
Subtotal Task 5 Labor	23	0	0	0	0	0	2	0	25	$ 3,538	0	$ -	$ 3,538
Task 6. Cultural Resources													
Coordination				2	4				6	$ 665		$ -	$ 665
Background Research (AZSITE, ARO)						16	1	6	23	$ 1,879		$ -	$ 1,879
Report					24			4	28	$ 2,751		$ -	$ 2,751
Consultation letters					6		1	1	8	$ 818		$ -	$ 818
QAQC			1	2			2		5	$ 712		$ -	$ 712
Subtotal Task 6 Labor	0	0	1	4	34	16	4	11	70	$ 6,825	0	$ -	$ 6,825
Subtotal Labor Hours	89	22	1	4	36	16	10	11	189	$ 23,459	1	$ 4,114	$ 27,573
Subtotal Labor Costs	$12,683	$2,970	$188	$529	$3,610	$1,233	$1,300	$946	189	$ 23,459	$ 4,114	$ 4,114	$ 27,573
Salary Rate	$142.50	$135.00	$187.50	$132.14	$100.29	$77.08	$ 130.00	$ 86.00					
									Labor	$ 23,459			
									Expenses	$ 4,114			
									Total Fee	**$ 27,573**			

4685 S Ash Ave, Ste H-4
Tempe, AZ 85282-6767
P 480-897-8200
F 480-897-1133
Terracon.com

June 8, 2023

Mr. Marshall Hayes, Environmental Planner
Logan Simpson
51 West Third Street, Suite 450
Tempe, Arizona 85281

Re: Scope & Cost Proposal
Preliminary Initial Site Assessment
Chandler Alleyway Rehab PM-10 Dust Emissions Reduction 3
Multiple Locations (see attached map)
Chandler, Maricopa County, Arizona
Logan Simpson Project No. TBD
ADOT TRACS No. TBD
Federal No. TBD
Terracon Proposal No. P65237408

Dear Mr. Hayes:

Terracon is pleased to submit this cost proposal for providing environmental services for the subject project. The proposed services include a Preliminary Initial Site Assessment (PISA) and limited asbestos containing material (ACM) and lead paint sampling. This proposal includes an outline of the project information provided to us, the proposed scope of services, our fee, and the proposed schedule.

A. PROJECT INFORMATION

As we understand, Logan Simpson is undertaking environmental services for The City of Chandler (City), in coordination with the Arizona Department of Transportation (ADOT) is planning a dust emissions reduction project on approximately 19.99 miles of alleys within Chandler, Maricopa County, Arizona (see attached map). The project includes replacing the top 6 inches of dirt, gravel, and older aggregate base course with crushed asphalt milling materials within alleyways throughout the City. The alleys are currently used by homeowners, utility companies, and garbage trucks to access backyards, utility boxes, and garbage cans on a daily basis. The project will improve the alleyway surface, improve the air quality and recycle materials that would have been discarded from other street resurfacing projects.

The project is federally funded and will therefore require compliance with all federal requirements. The width of the alleys ranges from 16 to 20 feet wide. The project area consists of City owned lands. No new right-of-way or easements are anticipated to be necessary. No detours will be necessary, but utility relocations may occur.

We understand that the City will require a PISA for the project.

B. SCOPE OF SERVICES

Terracon estimates that the field studies for the PISA site reconnaissance sampling may be conducted during one site visit over a period of one working day utilizing one field personnel. We assume that ADOT will provide necessary site access and traffic control for assessment and sampling activities performed by Terracon. Results of the PISA will be summarized in a report.

Preliminary Initial Site Assessment

Terracon will prepare a PISA for the areas identified above. The PISA will include a site reconnaissance, site photographs, and review of a regulatory database report. Field work for the PISA will be performed by staff that is 40-hour OSHA HAZWOPER certified, and that meets the definition of an Environmental Professional by the ASTM E1527-21 standard. The report will include a completed ADOT PISA Form. We anticipate that the draft PISA will be issued within approximately five weeks after receiving written authorization to proceed and access to the site.

C. COMPENSATION

The cost for our services, including all field work, database reports, and report preparation have been based on the scope of work outlined above, estimates of time required to complete the various services. The total cost estimate is **$4,114.18** and a derivation of the cost proposal summary is attached.

Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, including following applicable state and local COVID related requirements, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of

any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

We appreciate your consideration of Terracon for this work and look forward to working as your environmental consultant on this and future projects.

Sincerely,

Terracon Consultants, Inc.

Eric Lyding, P.E.
Project Environmental Engineer

Jennifer C. Thies, CEM
Environmental Department Manager

Enclosure: Site Location Maps
Derivation of Cost Proposal Summary

Terracon

DERIVATION OF COST PROPOSAL
SUMMARY

DIRECT LABOR:

Classification	Estimated Man-hours	Labor Rate	Cost
Department Manager	4	$200.79	$803.16
Environmental Engineer	18	$140.63	$2,531.34
CADD Technician	3	$95.56	$286.68
Administrative	1	$73.00	$73.00

		Total Labor Rate Cost:	$3,694.18

DIRECT EXPENSES:

Meals	$0.00	
Total Direct Expenses		$0.00

OUTSIDE SERVICES:

Total Outside Services		$420.00

	TOTAL COST:	**$4,114.18**

Jennifer C. Thies, Environmental Department Manager

6/8/2023
Date

Federal Aid No.: TBD
LS Project No.: TBD TRACS No: TBD
Project Name: Task Name: Chandler Alleyway Rehab

	Department Manager	Environmental Engineer	CADD Technician	Administrative	Total
Mobilization/ Demobilization					
Travel to and from site	-	2	-	-	**2**
Mobilization/ Demobilization Total	**0**	**2**	**0**	**0**	**2**
Utility Coordination, Permitting and Right of Entry Coordination					
Traffic Safety Coordination	1	-	-	-	**1**
Bluestake Clearance Coordination	-	-	-	-	**0**
Miscellaneous Permits (ADWR, Local Government, Flood Control, Railroad, etc.)	-	-	-	-	**0**
Utility Coordination, Permitting and Right of Entry Coordination Total	**1**	**0**	**0**	**0**	**1**
Field Study					
General Data Review	1	-	-	-	**1**
Site Reconnaissance	-	6	-	-	**6**
General Test Pit Sampling & Logging	-	-	-	-	**0**
Fissure Data Review, Trench Logging & Mapping	-	-	-	-	**0**
Fissure Reconnissance	-	-	-	-	**0**
Field Study Total	**1**	**6**	**0**	**0**	**7**
Project Management, Meetings, & Scheduling					
Project & Miscellaneous Management	1	1	-	-	**2**
ADEQ Records Review	-	-	-	-	**0**
Coordinate Field Study	-	1	-	-	**1**
Miscellaneous Design Meetings	-	-	-	-	**0**
Project Management, Meetings, Scheduling, & Site Visits Total	**1**	**2**	**0**	**0**	**3**
Design & Reporting					
Preliminary Initial Site Assessment & Asbestos/Lead Paint Survey Reports	-	8	3	1	**12**
Initial & Final gINT Boring Logs & Laboratory Data Tables	-	-	-	-	**0**
Geotechnical & Pavement Design	-	-	-	-	**0**
Initial & Final Geotechnical Report, Pavement Design Summary & Materials Memorandum	-	-	-	-	**0**
Stamped Foundation Data Sheets	-	-	-	-	**0**
QC/ QA Review	1	-	-	-	**1**
Design & Reporting Total:	**1**	**8**	**3**	**1**	**13**
Grand Total	**4**	**18**	**3**	**1**	**26**
Percent of Total	15%	69%	12%	4%	100%

Federal ID No.: TBD
TRACS No.: TBD
Task Name: Chandler Alleyway Rehab

Lab Testing

TEST	ASTM DESIGNATION	PROPOSED UNITS	UNIT RATE	TOTAL PROJECT
Database Report (EDR)		4	$ 105.00 /ea	$420.00
Lead Based Paint (Flame AA Analysis)		0	$ 10.23 /ea	$0.00
Asbestos Analysis		0	$ 6.14 /ea	$0.00
	SUBTOTAL COSTS FOR LAB TESTING			**$420.00**
	TOTAL COSTS FOR LAB TESTING			**$420.00**

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A

City Council Memorandum Public Works & Utilities Memo No. CP24-001

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Kimberly Moon, Capital Projects Manager
From: Sandra Story, Engineering Project Manager
Subject: Construction Agreement No. WW2206.402, with Layne Christensen Company, for the Tumbleweed Aquifer Storage and Recovery Wells 11 & 12 Drilling

---

Proposed Motion:

Move City Council award Construction Agreement No. WW2206.402 to Layne Christensen Company, for the Tumbleweed Aquifer Storage and Recovery (ASR) Wells 11 & 12 Drilling, in an amount not to exceed $3,121,710.

Background/Discussion:

In October 2021, the City executed a reclaimed water agreement with Intel Corporation for additional reclaimed water supply. As part of this agreement, it is necessary for the City to convey additional volumes of reclaimed water from the Airport Water Reclamation Facility (AWRF), located at 905 E. Queen Creek Road, to the Ocotillo Water Reclamation Facility (OWRF), located at 3333 S. Old Price Road, for delivery to Intel's campus. New infrastructure necessary for this conveyance includes additional reclaimed water pipe on both the AWRF and OWRF sites, new pipeline within the City's rights of way, additional pumping systems at the AWRF site, and the addition of two ASR Wells to recharge and recover water.

ASR wells support the reclaimed water distribution system by storing excess effluent in the upper aquifer when irrigation demands are low. ASR wells are equipped with specialized pumping systems that are capable of recovering this stored effluent from the aquifer when irrigation demands are high, and thus

delivering to reclaimed water customers.

The project scope of work consists of the drilling and installation of two ASR wells at the Tumbleweed Recharge Facility, located at 2250 S. McQueen Road. The equipping of the wells will be included in a future contract. The agreement completion time is 360 calendar days following Notice to Proceed.

Evaluation:

Three (3) bids were opened on June 13, 2023. The bid results were as follows:

Contractor	Bid Total
Layne Christensen Company	$3,121,710
Hydro Resources	Non-responsive
KP Ventures	Non-responsive

Financial Implications:

The total project will be funded 20% by the City of Chandler, with the remaining 80% reimbursed by Intel (20%) and the State of Arizona Title 42 funding for public infrastructure per the City's October 2021 Reclaimed Water Agreement with Intel Corporation (80%).

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3910.6814.0000.6WW690	Wastewater Operating	Reclaimed Water Conveyance (AWRF-OW	$3,121,710	Y

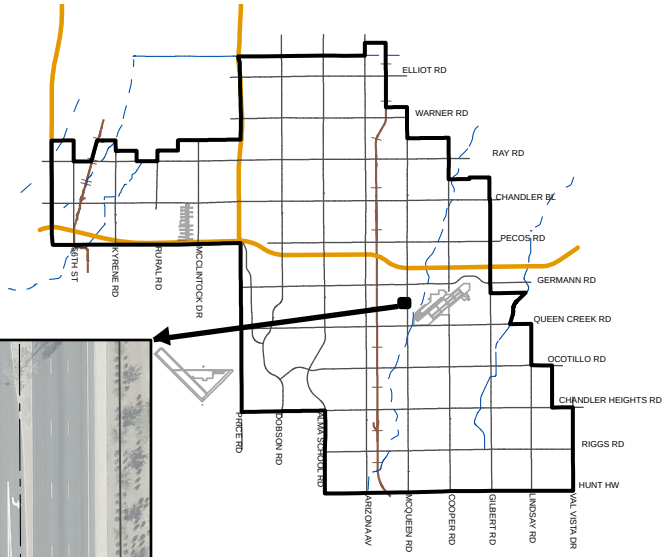
Attachments

Location Map

Agreement - Layne Christensen

CHANDLER arizona

TUMBLEWEED AQUIFER STORAGE AND RECOVERY WELL 11 AND 12 DRILLING PROJECT NO. WW2206.402



MEMO NO. CP24-001

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2023\Capital_Projects_Map_Requests_2023\Capital_Projects_Map_Requests_2023.aprx 5/25/2023 MaricelaH

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

CONSTRUCTION AGREEMENT

TUMBLEWEED AQUIFER STORAGE AND RECOVERY WELLS 11 & 12 DRILLING

CITY PROJECT NO.: WW2206.402

MAYOR
Kevin Hartke

VICE MAYOR
Matt Orlando

COUNCIL
OD Harris Christine Ellis
Mark Stewart Angel Encinas Jane Poston

Digitally signed by Kimberly Moon
DN: C=US,
E=Kimberly.Moon@ChandlerAZ.gov,
O=City of Chandler, OU=Capital
Projects Division, CN=Kimberly Moon
Date: 2023.06.27 13:29:46-07'00'

Kimberly Moon, P.E.
CIP City Engineer

CITY OF CHANDLER, ARIZONA

TUMBLEWEED AQUIFER STORAGE AND RECOVERY WELLS 11 & 12 DRILLING

CITY PROJECT NO.: WW2206.402

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CONSTRUCTION SERVICES AGREEMENT
PROJECT NO.: WW2206.402

This Agreement ("Agreement") is made and entered into on the _____ day of _____, 2023, by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and **Layne Christensen Company** the "Contractor" designated below (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties").

City and Contractor agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: **CIP City Engineer: Kimberly Moon, P.E.**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3349 Email: kimberly.moon@chandleraz.gov

CITY: **Construction Project Manager: Russ Slotnick**
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3411 Email: russ.slotnick@chandleraz.gov

Contractor: **Legal Company Name:** **Layne Christensen Company**

Mailing Address: **12030 E. Riggs Rd., Chandler AZ 85249**

Physical Address: _____

Arizona Roc No.: **071734; 140721**

Federal Tax Id No.: **48-0920712**

State Where Organized: **Delaware**

Business Organization: **Corporation**

Statutory Agent Name: **James Housladen**

Statutory Agent Mailing Address: **12030 E. Riggs Rd., Chandler AZ 85249**

Statutory Agent Physical Address: _____

Contractor's Authorized Project Representative:

Name: **Paul McAlpine**

Title: **Account Manager**

Phone: **480-895-9404**

Email: **paul.mcalpine@gcinc.com**

PROJECT DESCRIPTION:

Drilling and installation of two Aquifer Storage and Recovery Wells at Tumbleweed Park

PROJECT LOCATION:

NWC Ryan Road and McQueen Road in Tumbleweed Park

ARTICLE 2 - AGREEMENT DOCUMENTS

2.1 **AGREEMENT DOCUMENTS**

The Agreement between City and Contractor will consist of the following Agreement Documents:

1. This Construction Services Agreement and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in Exhibit A, incorporated by reference.
4. Project Bid Proposal.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as described in Section 14.1.4 of the General Conditions.

2.3 **DEFINITIONS**

The definitions in Section 2 of the General Conditions apply to all the Agreement Documents, including this Agreement.

ARTICLE 3 - CONSTRUCTION SERVICES

3.1 **GENERAL**

3.1.1 Scope of Work. All terms and conditions are set forth in the Agreement. Any terms and conditions and exceptions noted in the Contractor's proposal or other documents do not apply unless agreed to in this Agreement or an approved addendum.

3.1.2 Contractor agrees this is a Unit Price Agreement. Contractor agrees at its own cost and expense, to do all Work necessary required to fully, timely and properly complete the construction of the Project in strict accordance with the Agreement Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Agreement time.

3.1.3 Contractor must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

3.1.4 At all times relevant to this Agreement and performance of the Work, the Contactor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City,

the Project and the Agreement, including, without limitation, those set forth on attached Exhibit A.

3.1.5 Contractor must perform the Work under this Agreement using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

3.1.6 Contractor must comply with all terms and conditions of the General Conditions.

3.1.7 In the event of a conflict between this Agreement and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Agreement will control.

3.1.8 Ownership of Work Product. Notwithstanding anything to the contrary in this Agreement, all Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

3.2 CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES

3.2.1 The Contractor must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

3.3 PRE-CONSTRUCTION CONFERENCE

Contractor must attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

3.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

Contractor must perform the Work in accordance with Section 4.4 of the General Conditions.

3.5 CONTROL OF THE PROJECT SITE

Contractor must control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

3.6 **PROJECT SAFETY**

Contractor must implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

3.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Contractor must provide materials testing and submit substitute materials and Shop Drawings in accordance with Section 4.7 of the General Conditions.

3.8 **PROJECT RECORD DOCUMENTS**

Contractor must maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

3.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Contractor must provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 4 - CITY RESPONSIBILITIES

4.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

ARTICLE 5 - AGREEMENT TIME

5.1 **GENERAL**

5.1.1 The total Agreement Duration is **360** Calendar Days (including Substantial Completion by **330** Calendars Days and Final Acceptance by **360** Calendar Days).

5.1.2 The Agreement Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 5.4 below.

5.1.3 The Agreement Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Agreement Time.

5.1.4 Time is of the essence of this Agreement for the Project, and for each phase and designated Milestone thereof.

5.1.5 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Agreement by City.

5.2 **PROJECT SCHEDULE**

5.2.1 The Project Schedule will be updated and maintained throughout Contractor's performance under this Agreement in accordance with Section 6.2 of the General Conditions.

5.2.2 Work must be completed to meet the following milestones after the Notice to Proceed:

	Milestone		Time	Liquidated damages for delay	
1.		within	days	$	per calendar day

5.3 **SUBSTANTIAL COMPLETION**

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

5.4 **FINAL ACCEPTANCE**

5.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

5.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

5.5 **LIQUIDATED DAMAGES**

5.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

5.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 5.5.1 above, City and Contractor further agree that if Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Agreement.

5.5.3 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 will apply.

5.5.4 City may deduct liquidated damages described in this Article 5.5 from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

5.6 **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY**

5.6.1 Contractor and City waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes.

1. Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

5.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Nothing contained in this Article 5.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 5.5 above.

5.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Agreement prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which will be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

ARTICLE 6 - AGREEMENT PRICE

6.1 **AGREEMENT PRICE**

6.1.1 In exchange for Contractor's full, timely, and acceptable performances and construction of the Work under this Agreement, and subject to all of the terms of this Agreement, City will pay Contractor the "Agreement Price," which is **$3,121,710**.

6.1.2 The Agreement Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct Work.

6.2 **CHANGES TO AGREEMENT PRICE**
Shall be determined under Section 9 of the General Conditions.

ARTICLE 7 - PAYMENT

Payments will be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 8 - CHANGES TO THE AGREEMENT

Changes to the Agreement may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 9 - SUSPENSION AND TERMINATION

This Agreement may be suspended or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 10 - INSURANCE AND BONDS

10.1 Contractor must provide insurance in accordance with Sections 11.1 through 11.3 of the General Conditions. Contractor must provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Agreement.

10.2 Contractor must provide performance and payment bonds to City in Accordance with Section 11.4 of the General Conditions and A.R.S. § 34-222.

10.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to City, will be a material breach and grounds for termination for cause of this Agreement.

ARTICLE 11 - INDEMNIFICATION

Contractor must have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 12 - DISPUTE RESOLUTION

Any claims or disputes relating to this Agreement will be resolved according to the dispute resolution process set forth in Section 13 of, and Appendix 6 to, the General Conditions.

ARTICLE 13 - FORCED LABOR OF ETHNIC UYGHURS PROHIBITED By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entitles as of the effective date.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Digitally signed by Kimberly Moon
DN: C=US, E=Kimberly.Moon@ChandlerAZ.gov, O=City of Chandler, OU=Capital Projects Division, CN=Kimberly Moon
Date: 2023.06.27 10:26:09-07'00'

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONTRACTOR"
Layne Christensen Company

Signature 6/27/2023 Date

Kent M. Wartick
Print Name

Vice President
Title

kent.wartick@gcinc.com
Signer Email Address

City Council Memorandum Public Works & Utilities Memo No. UA24-004

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Josef Kennis, Utility Plant Superintendent
Subject: Competition Impracticable Purchase of Odor Control Data Collection and Analysis Services

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Proposed Motion:

Move City Council approve the competition impracticable purchase of odor data collection and analysis, from In-Pipe Technology, in the amount of $132,000.

Background/Discussion:

The Public Works & Utilities Department's wastewater collection system consists of over 900 hundred miles of pipe and eight sewage lift stations throughout the City. These structures work together to convey 30 million gallons of sewage to the City's three wastewater treatment plants every day. The sewage collection system runs beneath most streets throughout the City.

Wastewater in the sewage collection system naturally produces noxious hydrogen sulfide gas, causing odors and corrosion to the pipes, manholes, and concrete structures. Reduction of hydrogen sulfide in the collection system can be accomplished by adding both chemical and microbial compounds at key locations that impede the formation of gas and help reduce the cost to rehabilitate affected structures. Lowering the concentration of hydrogen sulfide gas entering the Airport and Ocotillo water reclamation facilities will also help to drive down the cost of odor control at these facilities. This odorous gas is the main source of customer odor complaints associated with the City's sewer system and treatment facilities.

The project scope of works includes sampling and analysis within the wastewater collection system to better understand the formation and effectiveness of

treatments used in the collection system. Information gathered from this effort will be used to develop new and more efficient methods to manage odor within the wastewater system.

Evaluation:

Odor data collection and analysis has been performed by In-Pipe Technology, LLC, for over three years. The data being collected by this company will be used in the coming months for a larger study about the collection system odor development and movement. It is important to minimize variables to past practices in the upcoming study to achieve the most accurate results. In-Pipe Technology's knowledge and experience makes the company uniquely qualified to continue the work. In addition, In-Pipe Technology's proposal includes no increases to rates and allows for the use of equipment already in place, avoiding mobilization costs. Staff recommends the competition impracticable purchase of odor control data collection and analysis from In-Pipe Technology, LLC.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3970.5219.0.0.0	Wastewater Operating	Other Professional Services	$132,000	N

City Council Memorandum Public Works & Utilities Memo No. UA24-003

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Tabitha Sauer, Solid Waste Manager
Subject: Agreement No. SW0-910-2493, Amendment No. 2, with Waste Management of Arizona, Inc., for Solid Waste Collection and Transfer Station Services

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Proposed Motion:

Move City Council approve Agreement No. SW0-910-2493, Amendment No. 2, with Waste Management of Arizona, Inc., for solid waste collection and transfer station services, for a lump sum payment due to extraordinary circumstances.

Background/Discussion:

The City of Chandler has an agreement with Waste Management to provide recycling and trash collection services. These services include twice-per-week container collection, bulk collection, delivery and repair of containers, and transportation of waste to disposal sites. Over the last fiscal year, Waste Management has been meeting with staff to review past and current operational costs that have experienced extraordinary increases, including the operation of their fleet, labor, and market volatility of compressed natural gas (CNG) fuel.

In November 2022, Waste Management initially approached the City requesting an ongoing 17.44% overall contract increase, citing the factors above. Since the fleet had not been able to be replaced due to supply chain issues during and immediately following the COVID-19 pandemic, the maintenance costs of operating aging refuse trucks continued to increase. However, recently trucks are being replaced, allowing for a relief in these costs, which are therefore not part of the extraordinary increase. Also, since the volatility of CNG fuel is not unusual, the City did not consider it extraordinary, and this item was excluded. These cost fluctuations are already covered by the existing contract, which allows for an up to

3.5% annual increase in cost based on the Consumer Price Index (CPI) Water, Sewer, Trash (WST) Index.

Conversely, the cost of driver labor and alley bulk driver labor has increased year over year and is expected to stay at the higher values. This amendment recognizes the extraordinary increase Waste Management has experienced beginning in Fiscal Years (FY) 2020-21 and FY 2021-22. The lump sum payment of $1,068,000 reflects the value of this increase over those two years. However, staff does not expect the cost of labor to decrease, thus it is included in the proposed ongoing 8.8% overall contract increase, effective only when City Council later approves the Solid Waste rate changes needed to support it. The FY 2024-25 proposed budget would then be adjusted to reflect this increase.

Evaluation:

On September 24, 2020, City Council approved a ten-year extension to the agreement with Waste Management of Arizona, Inc., for solid waste collection and transfer station services under the same terms and conditions the previous contract, which was executed in 2010. Due to the extraordinary circumstances resulting from the COVID-19 pandemic, as well as the inflationary impacts absorbed by the contractor in FY 2020-21 and 2021-22, the City and the contractor have agreed to the following:

The City will pay the Contractor a one-time lump sum payment in the amount of $1,068,000 to address the increase in the cost of labor in FY 2020-2021 and 2021-2022. This payment will be made in August 2023.

The Agreement unit prices will be adjusted by 3.5% in accordance with the annual adjustment detailed in Amendment No. 1, dated September 24, 2020. This adjustment will be effective July 1, 2023.

Contingent upon City Council approval of an adjustment to the Solid Waste rates for FY 2024-2025, the Agreement unit prices will be permanently adjusted by 8.8% in addition to the annual adjustment detailed in Amendment No. 1, dated September 24, 2020. This adjustment will be effective July 1, 2024.

Effective July 1, 2025, and through the remainder of the term of the Agreement, the Agreement unit prices will be adjusted in accordance with the annual adjustment detailed in Amendment No. 1, dated September 24, 2020.

Staff has thoroughly analyzed the documentation provided by Waste Management to support its request for a rate adjustment as a result of the COVID-19 pandemic

and extraordinary inflationary impacts absorbed by Waste Management in FY 2020-2021 and 2021-2022, and recommends approval of the amendment.

Financial Implications:

This amendment will require a one-time lump sum payment of $1,068,000. When preparing for the FY 2023-24 budget, staff included an anticipated one time payment of up to $1,613,500. The final negotiation came in less than that amount. This amendment allows for an ongoing adjustment, but only if City Council later approves the Solid Waste rate changes needed to support it. The FY 2024-25 proposed budget would then be adjusted to reflect this increase.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
625.3700.5219.4COL.0.0	Solid Waste Operating	Other professional services	$1,068,000	N

Attachments

Amendment - Waste Management

DocuSign Envelope ID: AF6FB8CF-8934-456C-889B-BB5C30492538

City Clerk Document No. _____

City Council Meeting Date: July 20, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
SOLID WASTE COLLECTION AND TRANSFER STATION SERVICES
CITY OF CHANDLER AGREEMENT NO. SW0-910-2493

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 Waste Management of Arizona, Inc. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2023 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for solid waste collection and transfer station services (Agreement); and

WHEREAS, the term of the Agreement was October 1, 2010, through September 30, 2020, with the option of up to one ten-year extension; and

WHEREAS, the Parties exercised the option to extend the Agreement for the period of October 1, 2020, through September 30, 2030, through Amendment No. 1 dated September 24, 2020; and

WHEREAS, the Parties wish to memorialize their agreement to a rate adjustment resulting from extraordinary circumstances.

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. The City will pay the Contractor a one-time lump sum payment in the amount of $1,068,000 to address the increase in the cost of labor in Fiscal Years 2020-21 and 2021-22. This payment will be made in August 2023.

DocuSign Envelope ID: AF6FB8CF-8934-456C-889B-BB5C30492538

3. The Agreement unit prices will be adjusted by 3.5%, in accordance with the annual adjustment detailed in Amendment No. 1 dated September 24, 2020. This adjustment will be effective July 1, 2023.

4. Contingent upon City Council approval of an adjustment to the Solid Waste rates for Fiscal Year 2024-25, the Agreement unit prices will be permanently adjusted by 8.8% in addition to the annual adjustment detailed in Amendment No. 1 dated September 24, 2020. This adjustment will be effective July 1, 2024.

5. Effective July 1, 2025, and through the remainder of the term of the Agreement, the Agreement unit prices will be adjusted in accordance with the annual adjustment detailed in Amendment No. 1 dated September 24, 2020.

6. Section 12 of the Agreement is amended to include pollution liability, as follows.
   Pollution Liability:

Per Occurrence	$10,000,000
Annual Aggregate	$10,000,000

   The policy must be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by Contractor."

   The policy must include coverage for: (i) Cleanup of sudden or accidental pollution conditions arising from the services, as defined in the Agreement; cleanup of new conditions arising from Contractor's services under this Agreement and third-party claims for on and off-site bodily injury and property damage; and (ii) Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

7. 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

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: _____

Its: Director, Public Sector Solutions

City Council Memorandum **Management Services Memo No.** 23-003

Date: July 20, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Matthew Dunbar, Budget and Policy Assistant Director
Subject: Resolution No. 5696 Amending the Citywide Fee Schedule relating to Management Services and Public Works & Utilities Departments

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5696 amending the Citywide Fee Schedule relating to the Management Services and Public Works & Utilities departments with fee changes effective August 1, 2023.

Background:

Each year, departments review their fees to determine if any updates are necessary that require modifying, eliminating, or adding a new fee. Updates may be necessary to reflect an increased cost of a service provided, or a need to establish fees for new or enhanced services or facilities. All fees charged to citizens or businesses (except those exempted by City Code section 2-17) are reflected in the Citywide Fee Schedule and follow the requirements detailed in the City Code to establish or modify fees. Charging fees for use of facilities or services benefiting specific groups ensures taxes charged to support general services benefit all. Effort is made to consolidate fee changes and submit them as part of the annual budget process, although they can be set later to accommodate communication, posting, system changes, or process.

Attached to this item are Resolution No. 5696 and the Citywide Fee Schedule ,with edits noted on pages 8 and 34 as Exhibit A. Based on the requirements of Chandler City Code 2-17, all recommended new or modified fees have been summarized in the Summary of Proposed New or Modified Fees (attached). This notification was posted on the City's website on May 19, 2023, for 60 days, and a

Notice of Intention to Amend the Citywide Fee Schedule (attached) was published in the Arizona Republic on July 6, 2023, as well as through social media to inform the public of the proposed fee changes to be discussed at the July 20, 2023, City Council meeting as an action item to allow for public comment.

The following proposed fee changes are brought forward by the Management Services and Public Works & Utilities Departments:

Management Services: Adds a new Short Term Rental (STR) License fee of $250 and Renewal fee of $250

In 2022, SB 1168 was enacted that required STR operators to obtain a license (as opposed to joining a registry) and be subject to a nonrefundable fee, prohibits STRs from being used for non-residential uses, requires a point-of-contact to be available for emergencies or non-emergency complaints, requires written neighbor notification to all surrounding residential properties, requires license and contact information to be conspicuously placed in the rental, and allows a municipality to suspend an STR license for repeated violations. City Council adopted Ordinance No. 5048 on April 13, 2023, updating the City Code Chapter 22 to match the new state law and allowing City Council to establish an STR License fee and renewal fee by resolution. This process allows the City to track STR and share information with Police should there be violations. The maximum fee that can be charged is $250 (each); staff has reviewed the costs of administering this license, which exceeds the amount allowable by law.

Public Works & Utilities: Changes the Right of Way Vacation application fee for residential properties (currently $400) to match the non-residential property fee of $1,000

Changes the Extinguishment of Easement application fee for residential properties (currently $200) to match the non-residential property fee of $500

These fees are used when a property owner seeks to vacate existing City right-of-way or extinguish an easement that is no longer needed for public use. Presently, the fees are differentiated for residential and non-residential customers, although the actual cost to the City to perform these real property services is the same in either situation. These fee changes consolidate the residential and non-residential fees into single categories and delete the fee categories that will no longer be used. The proposed amount of the new consolidated fee better reflects the actual costs associated with staff time to research and complete the process of vacating right of way or extinguishing an easement.

Financial Implications:

The amendments to the Citywide Fee Schedule are estimated to generate approximately $121,500 for the General Fund, $112,500 from short term rentals (only $25,000 in the first year until all new and existing licenses have their renewal due), and $9,000 from Right of Way disposal and Easement Extinguishment.

Attachments

Resolution 5696

Exhibit A: Citywide Fee Schedule: Additions in ALL CAPS, Deletions in strikeout

Summary of Proposed New or Modified Fees

Notice of Intention to Amend Citywide Fee Schedule

RESOLUTION NO. 5696

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE MANAGEMENT SERVICES AND PUBLIC WORKS & UTILITIES DEPARTMENTS.

WHEREAS, the Citywide Fee Schedule was originally adopted by Resolution No. 3175 on December 16, 1999, pursuant to the requirements of the City Code; and

WHEREAS, the Citywide Fee Schedule has been amended on occasion to update fees that no longer accurately reflect the cost to provide the services listed, or to establish fees for new or enhanced services or facilities; and

WHEREAS, the new fees identified in Exhibit A shall become effective August 1, 2023.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves and amends the Citywide Fee Schedule and each of the fees listed therein as set forth in Exhibit A of this Resolution attached hereto and incorporated herein.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of July, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5696 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of July, 2023 and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY DMB

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Sec. 1 Administration and Management Services

Administration:

1.1 Administrative Fee (Res.4703)

(a) Standard Fees (unless otherwise listed)

i.	Appeal fee [§1-7.1] (Res. 3175)	$200.00
ii.	CD / Audio	$10.00
iii.	Copy – per page	$0.15
iv.	DVD / Video	$15.00
v.	Microfilm Copy – per page	$2.00
vi.	Dishonored or Non-Sufficient Fund (NSF) Check fee	$25.00

(b) Fire Department

i.	Digital Photos of event – each print	$1.00
ii.	Digital Photos of event – CD	$5.00
iii.	Audio or DVD of event – each	$10.00
iv.	Fire, EMS & Incident and Occupancy Inspection Report copy – each	$5.00
v.	Environmental Report Review – written	$25.00
vi.	Permit – duplicate	$5.00

(c) Police Department

i.	Audio Recording Copies – per report	$10.00
ii.	Digital Photographs – per report	$5.00
iii.	Photo Red Light Copies – 4 sheets	$10.00
iv.	Report Copies – first 35 pages (each additional page City standard rate applies)	$5.00
v.	Video Recording Copies – per report	$25.00
vi.	Block Watch Signs – per sign	$25.00

(d) Reports, Plans, Manuals, Guides, etc.

i.	Airpark Area Plan	$4.00
ii.	Airpark Map	$1.00
iii.	Airport Master Plan Update	$45.00
iv.	Airport Master Plan Update Executive Summary	$2.00
v.	Airport Master Plan – color	$75.00
vi.	Airport F.A.R. Noise Study with Maps	$68.00
vii.	Crime Free Multi-Housing Program	$6.00
viii.	Code Enforcement Report Copies – first 50 pages (each additional page City standard rate applies)	$5.00
ix.	Drainage Policies & Standards, #3 Technical Design Manual	$2.00
x.	General Plan	$5.00
xi.	Industrial Pretreatment – Annual Report	$25.00
xii.	Landscape & Irrigation Guidelines, #8 Technical Design Manual	$2.00
xiii.	Park and Recreation Master Plan	$6.00
xiv.	Redevelopment Element	$7.00
xv.	Residential Development Standards	$8.00
xvi.	Southeast Chandler Area Plan and Appendices	$10.00
xvii.	Southeast Chandler Area Plan Appendices	$7.00
xviii.	Street Design & Access Control, #4 Technical Design Manual	$2.00
xix.	Streetlight Standards, #7 Technical Design Manual	$2.00
xx.	Subdivision Code	$2.00
xxi.	Traffic Barricade, #7 Technical Design Manual	$2.00
xxii.	Traffic Signal Design, #5 Technical Design Manual	$2.00
xxiii.	Water & Wastewater System, #1 & 2 Technical Design Manual	$2.00

Management Services – Tax and License:

1.2 Off-Track Wagering [§58-2.2] (Res. 4703)

(a) Application fee (nonrefundable) [§58-2.2.A] $200.00
(b) Annual License fee
  i. Up to four pari-mutuel betting windows or tote machine [§58-2.2.B.1] $1,200.00
  ii. For each pari-mutuel betting windows or tote machine in excess of four [§58-2.2.B.2] $400.00
(c) Renewal Application Late Filing fee [§58-2.5.A] $100.00

1.3 Auctioneers, Pawnbrokers, and Other Secondhand Permits [Ch. 15] (Res. 3175)

(a) Application fee (nonrefundable) [§15-12] $50.00
(b) Auctioneer, Auction House, annual permit fee [§15-12] $100.00
(c) Pawnbroker, annual permit fee [§15-12] $300.00
(d) Secondhand/Antique, annual permit fee [§15-12] $100.00
(e) Junk Dealer, annual permit fee [§15-12] $200.00
(f) Automatic Electronic Device Kiosks, annual permit fee [§15-12] $500.00
(g) Change of Location fee [§15-12.E] (Res. 4703) $50.00
(h) Fingerprinting fee [§15-12.E] (Res. 3482) ..... Amount Charged by DPS
(i) Late Renewal fee [§15-12.E] ..... 10% of Annual Permit Fee

1.4 Bingo [Arizona Department of Revenue] (Res. 4703)

(a) Class A - Licensing, one-time fee $5.00
(b) Class B and C - Licensing, one-time fee $25.00

1.5 Escort and/or Introductory Service Permit [Ch. 19] (Res. 3175, Res. 4035)

(a) Application fee (nonrefundable) [§19-3.4] $100.00
(b) Annual Permit fee [§19-3.4] $500.00
(c) Renewal Application fee [§19-3.4] (Res. 3482) $50.00
(d) Change of Location fee [§19-4.1] $50.00
(e) Fingerprinting fee [§19-3.4.O] (Res. 4703) ..... Amount Charged by DPS

1.6 Extension of Premises [Ch. 60.6] (Res. 4703)

(a) Permanent Extension of Premises
  i. Application fee (nonrefundable) $100.00
(b) Temporary Extension of Premises
  i. Application fee (nonrefundable), per day $25.00
  ii. Additional application fee, if submitted less than 21 days prior to city council meeting $25.00

1.7 Lien Fee [Ch. 62-590] (Res. 4703) $50.00

1.8 Liquor License (Application fee / Issuance fee / Annual fee) [Ch. 60.4] (Res. 4703)

(a) Series 1, In-State Producer ..... $200.00 / $200.00 / $1,000.00
(b) Series 2, Out-of-State Producer ..... $200.00 / $0.00 / $0.00
(c) Series 3, Microbrewery ..... $200.00 / $200.00 / $1,000.00
(d) Series 4, Wholesale ..... $200.00 / $0.00 / $0.00
(e) Series 5, Government ..... $200.00 / $0.00 / $0.00
(f) Series 6, Bar (all spirituous liquor) ..... $200.00 / $200.00 / $1,000.00
(g) Series 7, Beer and Wine Bar ..... $200.00 / $200.00 / $550.00
(h) Series 8, Conveyance ..... $200.00 / $200.00 / $400.00

(i) Series 9, Liquor Store (all spirituous liquor)..... $200.00 / $200.00 / $500.00
(j) Series 10, Beer and Wine Store..... $200.00 / $200.00 / $350.00
(k) Series 11, Hotel-Motel (with restaurant) ..... $200.00 / $200.00 / $1,000.00
(l) Series 12, Restaurant ..... $200.00 / $200.00 / $1,000.00
(m) Series 13, Domestic Farm Winery..... $200.00 / $200.00 / $1,000.00
(n) Series 14, Club (private) ..... $200.00 / $200.00 / $300.00
(o) Series 18D, Liquor Distilleries ..... $200.00 / $200.00 / $1,000.00
(p) Series 19D, Liquor Tasting Rooms (Spirits) ..... $200.00 / $200.00 / $300.00
(q) Series 19W, Liquor Tasting Rooms (Wine)..... $200.00 / $200.00/ $300.00
(r) Series 20, Farm Winery Producer ..... $200.00 / $200.00 / $300.00
(s) Series 21, Wine Producer Custom Crush..... $200.00 / $200.00 / $300.00

1.9 Liquor License, duplicate of City license (Res. 4703) $10.00

1.10 Massage Establishments [Ch. 17] (Res. 4035)

(a) Permit Application fee (nonrefundable) [§17-3.2]..... $50.00
(b) Annual Permit fee [§17-3.2] $100.00
(c) Change of Location fee [§17-9.A] (Res. 4703) $50.00
(d) Fingerprinting fee [§17-3.3] (Res. 4703)..... Amount Charged by DPS
(e) Late fee [§17-10.C]..... 10% of Annual Permit Fee

1.11 Peddlers, Canvassers, Transient Merchants and Solicitors [Ch. 20]

(a) Permit Application Investigation fee (nonrefundable) [§20-5] $50.00
(b) Individual or Employee, annual permit fee [§20-10]..... $50.00
(c) Business (Corporation or Firm), annual permit fee [§20-10.2].....$100.00
(d) Surety Bond or Cash Deposit [§20-14] (Res. 4703) $1,000.00
(e) Fingerprinting fee [§20-5] (Res. 4703)..... $10.00
(f) Late fee [§20-10.3]..... 10% of Annual Permit Fee
(g) Non-Profit Solicitor [§20-8] (Res. 4703)..... $0.00

1.12 Sexually Oriented Business [Ch.18] (Res. 4035)

(a) Permit Application fee (nonrefundable) [§18-5.1].....$100.00
(b) Establishment, annual permit fee [§18-5.1 & §18-6.1] $500.00
(c) Business Manager, annual permit fee [§18-5.1 & §18-7.2] $100.00
(d) Adult Service Provider, annual permit fee [§18-5.1 & §18-8.2].....$100.00
(e) Duplicate Permit Copy fee [§18-20] $10.00
(f) Fingerprinting fee [§18-4.1A] ..... Amount Charged by DPS
(g) Late Fee [§18-19.1] ..... 10% of Annual Permit Fee

1.13 Special Event Liquor and Wine Festivals (Series 15, TSPE, Series 16D or Series 16W) [Ch. 60.5] (Res. 4703)

(a) License fee, per day $25.00
(b) Additional application fee, if submitted less than 21 days prior to city council meeting $25.00

1.14 Transaction Privilege Tax License [Ch. 62] (Res. 5098)

(a) Annual License fee [§62-320]..... $2.00
(b) Residential Rental (per unit/max = $50.00) [§62-320]..... $2.00
(c) Late fee [§62-320]..... 50% of Annual License Fee

1.15 SHORT TERM RENTAL [CH. 22] (RES.5696)

(A) **LICENSE FEE $250.00**
(B) **LICENSE FEE RENEWAL $250.00**

1.16 Transaction Privilege Tax (City Tax Rates) [Ch. 62] (Res. 4703)

(a) Advertising [§62-405] 1.50%
(b) Amusements, Exhibitions, and Similar Activities [§62-410] 1.50%
(c) Construction Contracting: Prime Contractors [§62-415] 1.50%
(d) Construction Contracting: Speculative Builders [§62-416] 1.50%
(e) Construction Contracting: Owner-Builders [§62-417] 1.50%
(f) Hotels (>29 days) [§62-444] 1.50%
(g) Jet Fuel Sales / Jet Fuel Use: Per Gallon [§62-422] $0.023
(h) Job Printing [§62-425] 1.50%
(i) Manufactured Buildings [§62-427] 1.50%
(j) Mining [§62-432] 0.10%
(k) Publishing and Periodicals Distribution [§62-435] 1.50%
(l) Real Property Rental (Residential) [§62-445] 1.50%
(m) Real Property Rental (Commercial) [§62-445] 1.50%
(n) Restaurants & Bars [§62-455] 1.80%
(o) Retail Sales [§62-460] 1.50%
(p) Retail Sales: Food for Home Consumption [§62-462] 1.50%
(q) Tangible Property Rental [§62-450] 1.50%
(r) Telecommunication Services [§62-470] 2.75%
(s) Timbering and other Extraction [§62-430] 1.50%
(t) Transient Lodging (<30 days) [§62-447] 4.40%
(u) Transporting for Hire [§62-475] 1.50%
(v) Use Tax [§62-610] 1.50%
(w) Utility Services [§62-480] 2.75%
(x) Wastewater Removal Services [§62-485] 0.00%

1.17 Business Registration (Res. 5098)

(a) Annual Registration Fee [§61-6.A] $45.00
(b) Non-Profit, Annual Registration Fee [§61-6.B] $0.00
(c) Specialty License Holder, Annual Registration Fee [§61-6.D] $0.00
(d) Late Penalty [§61-5.A] ..... 50% of Annual License Fee
(e) Change of Location Fee, (if not completed online) [§61-7.C] $15.00

1.18 Shared Mobility (Pilot Program (Res. 5337)

(a) License Application One-time Fee (non-refundable) $3,000
(b) Monthly Use Fee (paid monthly) ..... $0.10 per ride
(c) Late Monthly Use Fee $50.00
(d) Violation Fee
  i. 1st violation $50.00
  ii. 2nd violation $250.00
  iii. 3rd and subsequent violations $500.00

Sec. 2 Chandler Municipal Airport, (Chapter 8): (Amd entirety by Res. 4505)

2.1 Ground Leases:

(a) Aviation Use, (Non-prime) ..... Negotiable
(Negotiable based on minimum $0.25/Sq Ft/Yr, plus consideration of appraisal and comps)

(b) Aviation Use, (Prime) ..... Negotiable
(Negotiable based on minimum $0.30/Sq Ft/Yr, plus consideration of appraisal and comps)

(c) Non-Aviation Use, all areas (Res. 4703) ..... One and one-half times the aviation use rate

2.2 Hangars:

(a) T-Hangar Units (Res. 4703)
- i. Small unit, monthly fee $244.00
- ii. Small unit with storage, monthly fee $288.00
- iii. Large unit, monthly fee $430.00
- iv. Large unit with storage, monthly fee $551.00

(b) Storage Units (Res. 4703)
- i. Small unit, monthly fee $44.00
- ii. Large unit, monthly fee $121.00

(c) Other Hangars
- i. Daily fee ..... $0.10/Sq. Ft
- ii. Monthly fee ..... $0.33/Sq. Ft
- iii. Annual fee ..... $4/Sq. Ft

(d) Cleaning fee
- i. Retention of deposit $150.00
- ii. Staff Charges ..... as assessed in Sec. 2.10

2.3 T-Shades, all units (qty 12), monthly fee $130.00

2.4 Tie Down Spaces (Res. 4703)

(a) Single Engine Piston Aircraft & Helicopter, less than 2,500 lbs MTOW, monthly fee $50.00

(b) Multi-Engine Piston Aircraft & Helicopter, 2,500 to 5,000 lbs MTOW, monthly fee $68.00

(c) Turbine Engine over 5,000 lbs. MTOW & Helicopter, over 2,500 lbs MTOW, monthly fee $138.00

2.5 Transient or Overnight Parking Fee

(a) Single Engine & Helicopter, less than 2,500 lbs $10.00

(b) Multi-Engine & Helicopter, 2,500 to 5,000 lbs MTOW $12.00

(c) Turbine Engine & Helicopter, over 5,000 lbs MTOW (Res. 4703) $26.00

2.6 Aeronautical Business Permit Fee [Ch.8-6.1]

All commercial operators on the Chandler Municipal Airport (CHD) shall pay one of the following fees according to their primary business activity in relation to the fee categories described below and/or as defined in the Chandler Municipal Airport Rules and Regulations.

(a) FBO Operator (Assessed to a ground lessee)
Annual fee per on-airport business entity $1,500.00

(b) SASO Operator (Assessed to a ground lessee)
Annual fee per on-airport business entity $860.00

(c) Hangar/Shade/Tie Down Leasing of units of size less than or equal to 2,100 SF each.
(Assessed to any entity leasing or subleasing aircraft storage units regardless of aircraft hangar ownership)
Annual fee per unit leased* $50.00

(d) Hangar/Shade/Tie Down Leasing of units of size in excess of 2,100 SF each.
(Assessed to any entity leasing or subleasing aircraft storage units regardless of aircraft hangar ownership)
Annual fee per unit leased* $125.00

(e) Aircraft Charter and Air Taxi *(Assessed to companies that have aircraft based at and operating from Chandler Municipal Airport. All pertinent SASO requirements will apply except on-airport facility requirements)*
Annual fee per business entity operating on the airport $450.00

(f) Mobile aircraft maintenance and repair *(Assessed to aircraft maintenance and repair operations that do not meet the applicable SASO conditions for on-airport facilities or are not conducting said operations as a bona-fide employee – not a temporary contractor - on the aircraft owned by a ground lessee or sublessee. All pertinent SASO requirements will apply except the on-airport facility requirements)*
Annual fee per business entity operating on the airport $1,000.00

(g) Temporary Aeronautical Business Permit – 7-day permit *(Assessed to commercial activity on the airport that is not a ground lessee or sublessee on the airport. All pertinent SASO requirements will apply except on-airport facility requirements)*
Charged per 7-day (7 continuous days) permit $80.00

(h) Temporary Aeronautical Business Permit – 1 day permit *(Assessed to commercial activity on the airport that is not a Ground Lessee or sublessee on the airport. All pertinent SASO requirements will apply except on-airport facility requirements)*
Charged per 1-day permit $25.00

(i) Commercial Sub-lease Tenant *(Includes sublessees that are SASOs and other commercial activities – does not apply to hangar sub-leasing. All pertinent SASO requirements will apply)**
Annual fee per sublessee business entity operating on the airport $450.00

(j) Commercial Users Permit* *(Assessed to commercial activity on the airport that is not a ground lessee or sublessee on the airport. All pertinent SASO requirements will apply except on-airport facility requirements)*
Annual fee per business entity operating on the airport $350.00

(k) Banner Tow Operations *(Applies to commercial Banner Tow Operators. Requires additional appropriate permit [i.e. Temporary Business Permit, SASO Operator or Commercial Users Permit])*
Charged per each time a banner is picked up on the airport $20.00

* - Non aviation uses in these categories shall pay three times the aviation use rate.

2.7 Aeronautical Business Permit monthly fee [Ch.8-6.5]

(a) For fuel supply businesses:
Fuel flowage fee, per gallon:
i. All gallons per month $0.10

(b) For self-fueling operations
Fuel flowage fee, per gallon:
i. All gallons per month $0.15

(c) For other businesses ..... Not Applicable

2.8 Through-the-Fence Access Fees

(a) Annual Access Privilege/Operations & Maintenance Fee (Amd by Res. 4505)
Payments for this charge are made on a quarterly basis and are due by the tenth of January, April, July, and October of each calendar year. Payments, administration and contact with Airport Management on Through-the-Fence issues shall be as follows:

- If the through-the-fence area is a property with a single through-the-fence user, a single point-of-contact for that single property owner is responsible for payment, administration and contact with Airport Management.
- If the through-the-fence area is a property with multiple through-the-fence users on that site, then an association formed by those owners is the responsible party for payment and contact with Airport Management.

If payments are more than 30 days past due, all gate access for that property will be denied until payment is received by the City of Chandler.

i. Owner-Occupied Hangar ..... $0.630/SF of Hangar

a. This component is based on the operations and maintenance costs of airport common use area for based aircraft.

b. The actual annual charge will be based upon the actual square footage of any hangars in the through-the-fence area with taxilane access and which are designed for, or capable of aircraft storage. "Actual hangar area" is established by the plans approved by the City. It is the hangar owner's responsibility to provide Airport Management with a copy of the approved plans or plan sheet showing the approved square footage of the hangar.

c. An owner-occupied hangar is one that is owned or controlled by the property owner. Conditions for meeting this criteria include:

(i) The hangar is owned by and its use is controlled exclusively by the applicant. This ownership can be through either:

- Fee simple ownership; or
- A long-term lease for the hangar property with a lease term of 10+ years. In this arrangement, the actual annual charge will be equal to the Owner occupied hangar fee described in paragraph 2.8(a).i.a. and b. of this section. However, the annual charge will change to the Non-owner occupied hangar fee described in paragraphs 2.8(a).ii.a. and b. of this section, if any one of the following conditions occur: (a) the long-term hangar lease is terminated prior to the expiration of a 24-month period; or (b) if a new lease entity assumes the long-term lease and the new entity can't provide a viable connection to the prior long-term lessee (i.e., business acquisition, merger, etc.). The Non-owner-occupied fee will be in effect for that hangar for any further leasing activity while the then current property owner retains ownership of the hangar. If the long-term hangar lease is terminated before 24 months and the hangar owner provides evidence that only their owned and controlled aircraft will be stored in the hangar, the rate will remain at the Owner occupied hangar fee described in paragraphs 2.8(a).i.a. and b. of this section and will remain at this rate until another change in occupancy status occurs.

(ii) The aircraft is owned or otherwise controlled by the property owner for which evidence can be provided including:

- Evidence of clear ownership of the aircraft showing the property owner as aircraft owner. This can be through FAA aircraft registration or other official documentation regarding the ownership or registration of an aircraft.
- Proof of at least 25% ownership and equal control of the aircraft which shall be affirmed through signature of all owners on the required aircraft control entity form, which shall be provided by

Airport Management. In the event of arrangements for an aircraft in which there are multiple owners or partners, a copy of the agreement must be presented to Airport Management. These arrangements for aircraft management, aircraft leasing, interchange agreements, joint ownership agreements or time-sharing agreements must substantially reflect the general guidelines and tenets for the appropriate arrangement as detailed in the National Business Aircraft Association's (NBAA) document titled 2001 NBAA Aircraft Operating & Leasing Package. The agreements, regardless of aircraft size, must also include the general verbiage requirements detailed in Section (a)(1) and (a)(2) of the Federal Aviation Regulations (FAR) Part 91.23 – Truth in Leasing.

d. Property owners shall notify Airport Management in writing prior to a hangar being used to store an aircraft. The "Annual Access Privilege/Operations & Maintenance Fee - Owner Occupied Hangar" fee will be applied for the period beginning with the first day of the month following receipt of the written notice. This fee shall apply for any part of a month in which an aircraft is stored in the hangar and shall continue until the property owner provides evidence that the aircraft or hangar is no longer owned by the property owner.

ii. Non-Owner Occupied Hangar..... $0.950/SF of Hangar

a. This component is for any off airport hangar property that is occupied by an aircraft not owned or controlled by the property owner. This condition applies to any situation where an aircraft is in a hangar through a lease or other type of agreement. It also applies to situations in which an aircraft is stored in the hangar that is owned by the property owner AND an aircraft is stored the hangar that is not owned by the property owner. The annual charge is based upon the Owner Occupied Hangar rate described in paragraphs 2.8(a).i.a. and b. plus 50% of that rate.

b. The actual annual charge will be based upon the actual square footage of any hangars in the through-the-fence area with taxilane access and which are designed for, or capable of aircraft storage. "Actual hangar area" is established by the plans approved by the City. It is the hangar owner's responsibility to provide Airport Management with a copy of the approved plans or plan sheet showing the approved square footage of the hangar.

c. Upon written notification by property owner and aircraft owner to Airport Management, advising a hangar will be occupied by an aircraft controlled by any entity other than the property owner, the "Annual Access Privilege/Operations & Maintenance Fee - Non-owner Occupied" annual charge will become effective in the following manner:

(i) If the hangar was previously registered as being occupied with an aircraft controlled by the property owner, the Non-owner rate and registration begins with the first day of the following calendar month; or

(ii) If the hangar was previously registered as having no aircraft being stored (reference paragraph 2.8(a).i.c.), the non-owner rate and registration begins with the first day of the following calendar month; or

(iii) If the hangar was previously registered as having a non-owner aircraft, the Non-owner rate will remain in effect and uninterrupted.

The non-owner rate applicable to any of these conditions will continue for 6-months and will expire on the last day of the 6th month of that term regardless of any changes in the aircraft owner status during that 6-month period. The hangar status shall be automatically registered for another 6-month period as a "Non-owner occupied" hangar –unless- the

property owner provides written evidence changing the status of the hangar at least 14 calendar days prior to the current expiration date. Notice changing the status of the hangar is the full responsibility of the property owner.

(b) Annual User Fee

i. Turbine Engine Aircraft & Helicopters having a gross take-off weight greater than 7,000 pounds - per aircraft based in Airpark.....$800.00

ii. Multi-Engine Aircraft & Helicopters having a gross take-off weight greater than 2,500 pounds but less or equal to 7,000 pounds – per aircraft based in Airpark.....$390.00

iii. Single-Engine Aircraft & Helicopters having a gross take-off weight that is less or equal to 2,500 pounds - per aircraft based in Airpark.....$290.00

(c) Annual Taxiway User Fee - per square foot fee for the total area reserved for Airport access use by licensee's members $0.245

(d) Fuel Flowage Fee - All Aircraft (total gallons fee based on gallons/month)
All gallons per month.....$0.15 Per Gallon

(e) Fees Adjustments
The Annual Access Privilege/Operations & Maintenance Fee shall be adjusted annually, without further City Council action, on January 1st of each year subsequent to adoption of this Resolution No. 4505 by an amount equal to the percentage increase, if any, in the Consumer Price Index (CPI-U, Western Region - All items) over the previous 12-month period ending the calendar month prior to the adjustment date; except that, at the fourth adjustment date, and every fourth adjustment date thereafter, the rate shall only be adjusted (increased or decreased) upon action of City Council taken upon completion of a review of the appropriateness of the rate structure. In no event shall the rate be increased more than ten (10%) per cent over any twelve (12) month period between anniversary dates, unless otherwise approved by City Council. Should the annual change in the CPI-U indicate a decline, the fee shall not diminish.

2.9 City Owned, Aviation Fuel Service, Retail Prices

The retail price of aviation fuel shall be per methodology contained below:

(a) The retail price of aviation fuel shall be determined by a "cost-plus" formula based upon the wholesale price of the fuel inventory plus an amount not less than eighty ($0.80) cents per gallon, inclusive of applicable federal, state, and local fees and taxes.

2.10 Airport Hourly Fee

For exclusive use of staff time on activity not associated with normal airport operations and maintenance of the facility.

(a) Regular Staff Charges during posted business hours
Actual time rounded up to nearest .25 hour $45.00/hr

(b) Overtime/Call Out Staff Charges outside of posted business hours (2-hour minimum charge)
Actual time rounded up to nearest .25 hour $68.00/hr

2.11 Security Fee

Payments of these fees will be on an individual basis and as conditions warrant.

(a) Security Card and System Fee – for each lessee/sublessee transfer.....$100.00

(b) Hangar Key/Access Card/Device Replacement Fee (per each replacement or actual cost of replacement, whichever is higher) $35.00

(c) Access System Violation (Pertains to misuse of access cards/devices and access of gates in violation of access agreement(s) and airport policies during a contiguous 24-month period. Upon notice of any violation, should no previous violations have occurred for the individual card

holder of record within the previous rolling 24-month period, the violation is considered a 1st violation)

1st Violation	$0.00 Written warning to be issued
2nd Violation	$100.00 Written notification to be issued
3rd Violation	$200.00 90-day loss of access privileges (Res. 4703)
4th Violation	$200.00 12-month loss of access privileges

2.12 Terminal Administration Conference Room (Assessed to non-aviation related uses) (Res. 4703)

(a) Resident Hourly Use Fee $25.00

(b) Non-Resident Hourly Use Fee..... $34.00

2.13 Office Leases (one-year term)

(a) Aviation Use (Non-prime) Negotiable (Negotiable base of $9.50/Sq. Ft/Yr. minimum, plus consideration of appraisal and comps)

(b) Aviation Use (Prime) Negotiable (Negotiable base of $22/Sq. Ft/Yr. minimum, plus consideration of appraisal and comps

Sec. 3 Community Services – Parks, Recreation, and Museum: (Res. 4703)

3.1 Recreation Program and Service Fees: [Ch.§31-21.A]

The following includes all fees charged for the use of department facilities or the issuance of permits or licenses. In conjunction with the fees set forth, any applicable rental or retail sales tax will also be assessed as appropriate for items such as, pool rentals, room rentals, ball fields, pavilions, merchandise, lifeguard rentals, permits, etc.

3.1.1 Aquatics

Pool Admission Fees	Resident	Per	Non-Resident	Per
(a) Pool Admission Fee - Youth	$1.00	pp	$1.00	pp
(b) Pool Admission Fee - Adult	$2.25	pp	$2.25	pp
(c) Pool Admission Fee - Senior	$1.25	pp	$1.25	pp
(d) Lap Swim - Year-Round	$2.00	pp	$2.00	pp
(e) Pool Pass - Youth (15 punches)	25% discount off current admission rounded to nearest ¼ dollar			
(f) Pool Pass - Adult (15 punches)	25% discount off current admission rounded to nearest ¼ dollar			
(g) Pool Pass - Youth (30 punches)	50% discount off current admission rounded to nearest ¼ dollar			
(h) Pool Pass - Adult (30 punches)	50% discount off current admission rounded to nearest ¼ dollar			
(i) Annual Pool Pass - Family of 4	$112.00	ea	N/A	N/A
(j) Annual Pool Pass - Additional Family Member	$15.00	pp	N/A	N/A
(k) Annual Lap Swim - Adult Pass	$200.00	ea	N/A	N/A
(l) Family Swim	$1.00	family	$1.00	family

Pool Rentals	Resident	Per	Non-Resident	Per
(m) Private Pool Rental (plus Guard fee)	$45.00	hr	$61.00	hr
(n) Swim Team Use (per Guard)	$15.00	hr	N/A	N/A
(o) Lifeguard	$20.00	hr	$20.00	hr

Miscellaneous Fees	Resident	Per	Non-Resident	Per
(p) Red Cross Learn to Swim	$0.55	pp	$0.55	pp
(q) Red Cross Certification (per Guard), minimum # of guard requirements varies	$16.00 to $36.00	hr	$16.00 to $36.00	hr
(r) Special Events (Dive-In Movie, etc.)	$0.25 to $2.75	event	$0.25 to $2.75	event

3.1.2 Parks

Pavilion Rental Corporate Size	Resident	Per	Non-Resident	Per
(a) One Pavilion - 4 hour minimum (McDowell Mountain)	$56.00	hr	$76.00	hr

Pavilion Rental Large Size	Resident	Per	Non-Resident	Per
(b) One Pavilion - (Arrowhead Park Lion's and Folley Park Memorial)	$23.00	hr	$32.00	hr

Pavilion Rental Medium Size	Resident	Per	Non-Resident	Per
(c) One Pavilion – (Desert Breeze's Acacia, Mesquite, and Palo Verde, and Tumbleweed's San Tan and South Mountain)	$16.00	hr	$22.00	hr
(d) Entire Cluster Complex (Desert Breeze – 3 pavilions)	$48.00	hr	$65.00	hr

Pavilion Rental Small Size	Resident	Per	Non-Resident	Per
(e) One Pavilion	$8.00	hr	$11.00	hr

Other Rentals	Resident	Per	Non-Resident	Per	Commercial	Per
(f) Open Grass Space Rental – Community and Regional Parks	N/A	N/A	N/A	N/A	$30.00	hr
(g) Amphitheater – Community and Regional *	$180.00	hr	$243.00	hr	$270.00	hr
* Chandler Non-Profit Groups	Rate - 50%	hr	N/A	N/A	N/A	N/A

Sport Facility Fees	Resident	Per	Non-Resident	Per	Commercial	Per
(h) Ball Field Reservation - No Lights	$11.00	hr	$15.00	hr	N/A	N/A
(i) Ball Field Reservation - Tournaments/Leagues	$11.00	hr	$15.00	hr	$17.00	hr
(j) Ball Field Lights	$15.00	hr	$21.00	hr	$23.00	hr
(k) ½ Multi Use Field Reservation – No Lights	$5.50	hr	$ 8.00	hr	N/A	N/A
(l) ½ Ball Field Lights	$7.50	hr	$11.00	hr	N/A	N/A
(m) Field Preparation	$25.00	prep	$34.00	prep	$38.00	prep
(n) Mini Field Preparations	$21.00	prep	$29.00	prep	$32.00	prep
(o) Field Preparation After-Hour	$35.00	prep	$48.00	prep	$53.00	prep
(p) Site Supervisor	$15.00	hr	$21.00	hr	$23.00	hr
(q) Basketball Court	$7.00	hr	$10.00	hr	$11.00	hr
(r) Volleyball Court	$7.00	hr	$10.00	hr	$11.00	hr

(s) Athletic Field Reservation Down Payment	$150.00	event	$150.00	event	$150.00	event
Sport Facility Fees	Resident	Per	Non-Resident	Per	Commercial	Per
(t) Gate Fee - 8 teams or less	$100.00	event	$100.00	event	$100.00	event
(u) Gate Fee - 9 to 16 teams	$150.00	event	$150.00	event	$150.00	event
(v) Gate Fee - 17 teams or more	$200.00	event	$200.00	event	$200.00	event
(w) Concession - 8 teams or less	$100.00	event	$100.00	event	$100.00	event
(x) Concession - 9 to 16 teams	$150.00	event	$150.00	event	$150.00	event
(y) Concession - 17 teams or more	$200.00	event	$200.00	event	$200.00	event
(z) Park Maintenance Staff (After Hours Fee)	$35.00	hr	$48.00	hr	$53.00	hr

Park Vendor License	Resident	Per	Non-Resident	Per
(aa) Application Fee	$25.00	ea	$34.00	ea
(bb) Up to 3 days per week (9-mo. Term)	$250.00	ea	$338.00	ea
(cc) Up to 5 days per week (12-mo. Term)	$500.00	ea	$675.00	ea

Park Use Permits	Resident	Per	Non-Resident	Per
(dd) Malt Beverage Permit	$14.00	ea	$19.00	ea
(ee) Boating Permit	$6.00	yr	$9.00	yr

3.1.3 Recreation Facilities

Rentals	Resident	Per	Non-Resident	Per	Commercial	Per
(a) Multipurpose Room - Small*	$56.00	hr	$76.00	hr	$84.00	hr
(b) Multipurpose Room - Medium*	$85.00	hr	$115.00	hr	$128.00	hr
(c) Multipurpose Room - Large*	$125.00	hr	$169.00	hr	$188.00	hr
(d) Kitchen*	$25.00	hr	$34.00	hr	$38.00	hr
(e) Courtyard - Medium*	$40.00	hr	$54.00	hr	$60.00	hr
(f) Courtyard - Large*	$125.00	hr	$169.00	hr	$188.00	hr
(g) Classroom/Meeting Room - Small*	$25.00	hr	$34.00	hr	$38.00	hr
(h) Classroom/Meeting Room - Medium*	$40.00	hr	$54.00	hr	$60.00	hr
(i) Classroom/Meeting Room - Large*	$60.00	hr	$81.00	hr	$90.00	hr

Rentals	Resident	Per	Non-Resident	Per	Commercial	Per
(j) Classroom/Meeting Room - X-Large*	$70.00	hr	$95.00	hr	$105.00	hr
(k) Gym (After Hours)*	$200.00	hr	$270.00	hr	$300.00	hr
(l) Gym – Half (After Hours)*	$100.00	hr	$135.00	hr	$150.00	hr
(m) Full Facility After Hours	$500.00	hr	$675.00	hr	$750.00	hr

(n) Education Exploration – Class Size 1-30 Students	$65.00	hr	$88.00	hr	N/A	N/A

Rentals	Resident	Per	Non-Resident	Per	Commercial	Per
(o) Education Exploration – Class Size 31-60 Students	$169.00	1.5 hr	$229.00	1.5 hr	N/A	N/A
(p) Education Exploration – Class Size 61-90 Students	$283.00	1.5 hr	$383.00	1.5 hr	N/A	N/A
(q) Set-up Fee for room reservations	$25.00	hr	$34.00	hr	$38.00	hr
* Chandler Non-Profit Groups	Rate - 50%	hr	N/A	N/A	N/A	N/A

Miscellaneous Fees	Resident	Per	Non-Resident	Per
(r) Alcohol Permit	$14.00	ea	$19.00	ea
(s) Balloon Removal Fee	$50.00	event	$50.00	event
(t) Basic Birthday Party Packages (1 to 10 children)	$80.00	event	$108.00	event
(u) Birthday Party Packages, Nature Options (1 to 10 children)	$100.00	event	$130.00	event
(v) Birthday Party Packages, Sportacular Fun Options (1 to 10 children)	$130.00	event	$176.00	event
(w) Birthday Party Packages, Creative Delight, Outdoor Bounce, Main Event & Theme Options (1 to 10 children)	$155.00	event	$210.00	event
(x) Additional Child	$10.00	ea	$14.00	ea
(y) Birthday Party Add-ons (i.e., cake, pizza, drinks, etc.)	Cost of Goods + 50% markup = Retail Price			
(z) Merchandise	Cost of Goods + 50% markup = Retail Price			
(aa) Cake Decoration Kit	$6.00	ea	$6.00	ea
(bb) Body Composition Analyzer – 1X Assessment	$15.00	ea	$21.00	ea
(cc) Body Composition Analyzer – 4X Assessment	$45.00	ea	$61.00	ea

3.1.4 Recreation Fitness Passes

Daily Admission	Resident	Per	Non-Resident	Per
(a) Teen & Active Adult	$3.00	pp	$5.00	pp
(b) Adult	$4.00	pp	$6.00	pp
(c) Youth	$2.00	pp	$3.00	pp

Monthly Admission	Resident	Per	Non-Resident	Per
(d) Teen, Adult & Active Adult	$30.00	pp	$41.00	pp
(e) Youth	$25.00	pp	$34.00	pp
(f) 2 person	$45.00	ea	$61.00	ea

(g) Family (2 Adults & 4 Dependents)	$60.00	ea	$81.00	ea
(h) Additional Family Dependent	$5.00	pp	$7.00	pp

Annual Passes	Resident	Per	Non-Resident	Per
(i) Teen & Active Adult	$225.00	pp	$304.00	pp
(j) Adult	$300.00	pp	$405.00	pp
(k) Youth	$200.00	pp	$270.00	pp
(l) 2 person	$500.00	ea	$675.00	ea
(m) Family (2 Adults & 4 Dependents)	$600.00	ea	$810.00	ea
(n) Additional Family Dependent	$50.00	pp	$68.00	pp

Punch Passes (10 visits)	Resident	Per	Non-Resident	Per
(o) Teen & Active Adult	$27.00	ea	$37.00	ea
(p) Adult	$36.00	ea	$49.00	ea
(q) Youth	$18.00	ea	$25.00	ea

Childwatch	Resident	Per	Non-Resident	Per
(r) Daily	$2.50	ea	$4.00	ea
(s) Month	$20.00	ea	$27.00	ea
(t) Additional Child - Monthly	$10.00	ea	$14.00	ea
(u) Punch Pass - 20 visits	$40.00	ea	$54.00	ea

Corporate Rates	Resident	Per	Non-Resident	Per
(v) Membership Fee, per person	$225.00	ea	$304.00	ea
(w) Corporate Sponsorship	$750.00	yr	$1,013.00	yr

3.1.5 Special Events

Special Event Fees	Resident	Per	Non-Resident	Per	Commercial	Per
(a) Special Recreation Sites (i.e., Dr. AJ Chandler Park/East & West) [1,2]	$180.00	hr	$243.00	hr	$270.00	hr
(b) Downtown East Event Area (i.e., A.J. Chandler Park – Stage Commonwealth Ave, Arizona Place, and Dr. AJ Chandler Park East)[1,3]	$460.00	hr	$621.00	hr	$690.00	hr
(c) Dr. A.J. Chandler Park – Stage Plaza[1,2]	$280.00	hr	$378.00	hr	$420.00	hr
(d) Main Park Rental*	$1,500.00	day	$2,025.00	day	$2,250.00	day
(e) Festival Area*	$700.00	day	$945.00	day	$1,050.00	day
(f) Red Shed Theater*	$300.00	day	$405.00	day	$450.00	day
(g) Road Closure*	$500.00	day	$675.00	day	$750.00	day

(h) Tumbleweed Park Parking Field A, B or C* (see map)	$2,500.00	ea	$3,375.00	ea	$3,750.00	ea
(i) Paseo Vista Dog Park Rental	$20.00	hr	$27.00	hr	$30.00	hr
(j) Trash Can Rental	$17.00	ea	$23.00	ea	N/A	N/A
Special Event Fees	Resident	Per	Non-Resident	Per	Commercial	Per
(k) Restroom Staff	$27.00	hr	$37.00	hr	$41.00	hr
(l) Restroom Supply Reimbursement	$50.00	ea	$68.00	ea	N/A	N/A
(m) Special Event Permit Application Fee – 60 or more days in advance	$50.00	ea	$68.00	ea	N/A	N/A
(n) Special Event Permit Application Fee – less than 60 days in advance	$100.00	ea	$135.00	ea	N/A	N/A
(o) Showmobile/Portable Stage Fee	$325.00	event day	$439.00	event day	$488.00	event day
(p) Portable Bleachers*	$500.00	event day	$675.00	event day	N/A	N/A
(q) Loss of Public Use – Parking Spaces	$1.00	space	$2.00	space	$3.00	space
(r) Bike and Skate Park (Exclusive Use Rental)*	$70.00	hr	$95.00	hr	$105.00	hr
(s) Downtown Events Electrician Fee – Pre-Schedule Event Day - Onsite	$51.00	hr	69.00	hr	$77.00	hr
(t) Facilities Maintenance Fee – On-call Standby	$45.00	hr	$61.00	hr	$68.00	hr

Special Event Fees	Resident	Per	Non-Resident	Per	Commercial	Per
(u) Run/Walk (i.e. 5K/10K) Park Race Route Fee	$100.00	route	$100.00	route	$150.00	route
(v) Parade of Lights Entry Fee	$25.00	entry	$25.00	entry	$25.00	entry
*Chandler Non-Profit Groups	Rate - 50%	hr/event day	N/A	N/A	N/A	N/A
[1] 20% off Event Hour's Rate for Business in Good Standing and Pay into the EMSD						
[2] Set Up/Tear Down Hours	$30.00	hr	$41.00	hr	$45.00	hr
[3] Set Up/Tear Down Hours	$50.00	hr	$68.00	hr	$75.00	hr

Event Vendor Booth Fees (Per Event)	Information	Retail Sales	Food & Beverage	Additional Space	Power
	$50.00	$75.00	$150.00	$50.00/100 sq ft	$30.00

Special Event Deposits	Resident	Per	Non-Resident	Per	Commercial	Per
(w) Cleaning Deposit: 500 participants or less	$250.00	ea	$338.00	ea	$375.00	ea

(x) Cleaning Deposit: 501 participants or more	$500.00	ea	$675.00	ea	$750.00	ea
(y) Showmobile/Portable Stage Deposit	$150.00	ea	$203.00	ea	$225.00	ea
(z) Canopy/Tent Deposit	$250.00	ea	$338.00	ea	$375.00	ea

3.1.6 Tennis Center

Court Rentals	Resident	Per	Non-Resident	Per
(a) Tennis Court – A.M., 1.5 hours	$2.50	pp	$4.00	pp
(b) Tennis Court – P.M., 1.5 hours (includes lights)	$3.50	pp	$5.00	pp
(c) Tennis Court - General Use A.M., 1.5 hours – Chandler Non-Profit/Schools	$4.50	court	$7.00	court
(d) Tennis Court - General Use P.M., 1.5 hours – Chandler Non-Profit/Schools (includes lights)	$7.50	court	$11.00	court
(e) Tennis Court - General Use A.M., 1.5 hours – Private/Commercial	$6.00	court	$9.00	court
(f) Tennis Court - General Use P.M., 1.5 hours – Private/Commercial (includes lights)	$9.00	court	$13.00	court
(g) Tennis Court - Tournaments A.M. Chandler Non-Profit/Schools	$4.50	match	$7.00	match
(h) Tennis Court - Tournaments P.M. Chandler Non-Profit/Schools (includes lights)	$7.50	match	$11.00	match
Court Rentals	Resident	Per	Non-Resident	Per
(i) Tennis Court - Tournaments A.M. Private/Commercial	$6.00	match	$9.00	match
(j) Tennis Court-Tournaments P.M. Private/Commercial (includes lights)	$9.00	match	$13.00	match
(k) Doubles - Prepay A.M. - 2 hrs	$13.50	court	$19.00	court
(l) Doubles - Prepay P.M. - 2 hrs (includes light fee)	$16.50	court	$23.00	court
(m) Singles - Prepay A.M. - 2 hrs	$6.50	court	$9.00	court
(n) Singles - Prepay P.M. - 2 hrs (includes light fee)	$9.00	court	$13.00	court

Other Rentals	Resident	Per	Non-Resident	Per
(o) Tennis Ball Machine – A.M., 30 minutes (includes court)	$6.50	ea	$9.00	ea
(p) Ball Cart Rental	$5.00	ea	$7.00	ea
(q) Tennis Ball Machine – P.M., 30 minutes (includes court and lights)	$9.00	ea	$12.00	ea
(r) After Hour Staff Fee	$25.00	hr	$34.00	hr
(s) Extended League Play Fee, 30 minutes	$2.00	ea	$3.00	ea
(t) Pro Ball Cart Rental	$2.00	ea	N/A	N/A
(u) Pro Court Rental – P.M., 30 minutes (includes lights)	$6.00	ea	N/A	N/A

(v) Pro Court Rental – P.M., 60 minutes (includes lights)	$10.00	ea	N/A	N/A
(w) Pro Court Rental – A.M., 60 minutes	$7.00	ea	N/A	N/A
(x) Pro Court Rental – A.M., 30 minutes	$4.00	ea	N/A	N/A

3.2 Recreation Division Registration Based Class, Program and Activity Fees: [Ch.§31-21.B]

The formulas presented below may include a factor rate, program supplies and costs, or staff costs. The factor rate is a multiplier that allows the standardization of the program fee over different instructors paid at different rates so that the program as a whole over the entire system meets its cost recovery target. The program supplies and costs include all elements of the program including such things as materials, field trips and transportation, food, contractual scorekeepers/officials. The staff costs include any part-time/temporary staff hired to coordinate, oversee, or maintain any element of the program.

3.2.1 Community Recreation Program (CRP) Classes: Devau – The formula for establishing the fee to participants for special interest classes, such as, arts/crafts, pom and cheer, dance, Spanish, photography, martial arts, ceramics, musical instrument skills, etc., is:

(Class Length + Prep Time) x # of days x 2.75 Factor Rate (includes wages) + $3 Admin = participant cost

3.2.2 CRP Classes: Contractual – The formula for establishing the fee to participants for special interest classes, such as, financial planning, computer skills, women's self-defense, public speaking, advanced robotics, etc., is:

Instructor Fee + 28% of Instructor Fee = participant cost

3.2.3 Specialized Fitness Classes – The formula for establishing the fee to participants for classes, such as, zumba, racketball, yoga, spin, pilates, tai chi, etc., is:

(Class Length + Prep Time) x # of days x 4.5 Factor Rate (includes wages) + $3 Admin = participant cost

3.2.4 Fitness Training – The formula for establishing the fee to participants for individual training is:

Instructor Fee = participant cost (City receives 50% of fee from instructor)

3.2.5 Personal Training – Individual
Participant Cost = 1.75 factor rate x instructor fee
(Individual Personal Training Session Fee)

Personal Training – Group (maximum of 2)
Participant Cost = 2.5 factor rate x instructor fee divided by 2
(Group Training Session paid per person)

Personal Training – 10 Session Package
Participant Cost = Individual Personal Training Session Fee x 9 sessions
(Pay for 9 and receive 1 session free)

3.2.6 Camp Challenge and Therapeutic Recreation Social Events (participants with disabilities) – The formula for establishing the fee is:

$$\frac{\text{Program Supplies and Costs + Staff Costs}}{\text{Minimum \# of Participants}} \times 15\% \text{ cost recovery} = \text{participant cost}$$

3.2.7 Camps, Clinics, Adult Sports, and Aquatics – The formula for establishing the fee to participants for classes, such as, building blocks, field trips, excursions, intersession and summer camps, sport clinics, adult leagues (i.e., softball, volleyball, etc.), aqua fit, aquatics certification classes plus appropriate Red Cross fee (if applicable), recreation swim teams, semi-private swim lessons, etc., is:

$$\frac{\text{Program Supplies and Costs + Staff Costs + Appropriate Red Cross Fee (if applicable)}}{\text{Minimum \# of Participants}} = \text{participant cost}$$

3.2.8 Programs and services that address specific user interest offered at fair market value. The formula for establishing the fee to participants for lessons, leagues, and tournaments such as cardio tennis, mixed doubles league, singles, and doubles tournaments, etc. is:

Fair Market Value = participant cost

3.2.9 Group Swim Lessons – The formula for establishing the fee is:

$$\frac{\text{Program Supplies and Costs + Staff Costs + Red Cross Learn to Swim fee}}{\text{Minimum \# of Participants}} \times 85\% \text{ cost recovery} = \text{participant cost}$$

3.2.10 Chandler Youth Sports Association (CYSA) – The formula for establishing the fee for the CYSA affiliates ball field light use is:

$$\text{Total Cost of Hours of Athletic Light usage during Primary Season} \times 50\% \text{ cost recovery} = \text{reimbursement to the City}$$

3.3 Museum

(a) Banner Museum Exhibit Rental .....$25.00 per rental
(b) Museum School Trunk Education Resource Rental.....$25.00 per rental

Sec. 4 Development Services: (Amd. in entirety Res. 4505)

4.1 Land Use and Zoning:

4.1.1 Administrative Design Review: [§35-1700]

(a) New construction and building additions that are greater than 10% of the existing building area $275.00
(b) Minor changes such as exterior modifications to existing buildings, façade renovations, new canopies, fixtures, color and/or material changes, new outdoor patios, and building additions that that are less than 10% increase in building area $115.00

4.1.2 General Plan Amendments: [§35-2504]

(a) Text amendment (regular) $785.00
(b) Map amendment (special) $785.00

4.1.3 Rezonings: [§35-2504]

(a) Zoning District Changes and Zoning Extensions $785.00
(b) Plus, per acre $40.00
(c) Historic Preservation Neighborhood Application $100.00
(d) Resident/Home addition of Historic Preservation Overlay Application $50.00

4.1.4 Preliminary Development Plans: [§35-2504] $315.00

4.1.5 Area Plans [§35-2504] $785.00

4.1.6 Use Permits: [§35-2504]

(a) Single-family $315.00
(b) All others as detailed in Chandler City Code Chapter 35-2100 ..... $475.00
(c) Use permit extension ..... Same as Original

4.1.7 Variances: [§35-2504]

(a) Single-family $165.00
(b) All others $315.00

4.1.8 Continuances: [§35-2504]

(a) Applicant's request $165.00

4.1.9 Subdivision Planning Fees: [§48-7.1]

(a) Preliminary plat $785.00
(b) Plus, per lot $7.85
(c) Final plat $785.00
(d) Plus, per lot $7.85

4.1.10 Minor Land Divisions application fee [§48-13.6] $315.00

4.1.11 Miscellaneous Planning-Related Fees [§35-2504]:

(a) Administrative use permits [§35-305] $120.00
(b) Zoning verification letters $275.00

4.2 Sign Permit Application [§39-7.4]

Two and five tenths percent (2.5%) of the value of the sign plus twenty-five cents ($0.25) per square foot. If work is started before a permit has been issued, the fees specified above shall be doubled.

4.3 Banner Application Fee [§32-6] (Res. 3482) $100.00

4.4 Site Development Fees

4.4.1 Site Development Review Fee

(a) Major (new development/redevelopment) $2,395.00
(b) Plus, per acre $105.00
(c) Minor (modification to existing development) $385.00

4.4.2 Tenant Improvement Plan Review $50.00/hr

4.4.3 Zoning Clearance $120.00

4.5 Civil Plan Review Fees [§47-6 & 7]:

Civil Plan review fees are based upon the number of sheets submitted for review and approval. Each type of improvement plan (i.e., grading and drainage, water, sewer, right-of-way improvements) may be submitted separately or in combination.

Improvement Plans (including Grading and Drainage) ..... $440.00 per sheet
Fourth and subsequent Review Fees ..... $150.00 per sheet

4.5.1 Fees for review of the plan revisions which are initiated by the developer or required due to an error or oversight of the developer after plans have been approved by the City Engineer, shall be charged at the flat rate of $110.00 for each revision or set of revisions reviewed.

4.5.2 Civil Engineering Subdivision Review Fees [§48-7]

(a) Preliminary Plat $785.00
(b) Plus, per lot $7.85
(c) Final Plat $850.00
(d) Plus, per lot $8.50
(e) Minor land division $340.00
(f) Plat recording ..... Pursuant to Maricopa County Recorder Fee Schedule
(g) CC&R recording ..... Pursuant to Maricopa County Recorder Fee Schedule

4.6 Building Safety [§29-1] (Res. 4703)

Building permit fees for new construction are based upon the most current building valuation data published by the International Code Council accessible at: http://www.iccsafe.org/codes-tech-support/codes/code-development-process/building-valuation-data/

Construction valuations for alterations shall be based on all construction costs involved and shall be approved by the Building Official.

4.6.1 Building Permit Fees

Total Valuation	Fee
$1.00 to $500	$50.00
$501 to $2,000	$50.00 for the first $500 plus $1.20 for each additional $100 or fraction thereof, to and including $2,000
$2,001 to $25,000	$68.00 for the first $2,000 plus $12.50 for each additional $1,000 or fraction thereof, to and including $25,000
$25,001 to $50,000	$355.50 for the first $25,000 plus $9.00 for each additional $1,000 or fraction thereof, to and including $50,000
$50,001 to $100,000	$580.50 for the first $50,000 plus $6.25 for each additional $1,000 or fraction thereof, to and including $100,000
$100,001 to $500,000	$893.00 for the first $100,000 plus $5.00 for each additional $1,000 or fraction thereof, to and including $500,000
$500,001 to $1,000,000	$2,893.00 for the first $500,000 plus $4.25 for each additional $1,000 or fraction thereof, to and including $1,000,000
$1,000,001 and up	$5,018.00 for the first $1,000,000 plus $2.75 for each additional $1,000 or fraction thereof

4.6.2 Building Plan Review Fees

(a) Building plan review fee ..... 65% of building permit fee
(b) Additional revisions to approved plans .....$60.00/hour, 1 hour minimum
(c) Expedited
(at Building Official's discretion) (Res. 4703) .....Twice the normal plan review fee
(d) Deferred submittal items ..... $60.00/hour, 1 hour minimum
(e) Renew action on expired application.....New building plan review fee
(f) Sign permit building plan review..... $60.00/hour, 1 hour minimum
(g) Plan review services without a specific fee .....$60.00/hour, 1 hour minimum

4.6.3 Inspection Fees

(a) Inspection outside normal business hours.....$75.00/hour, 2 hour minimum
(b) Re-inspection fee..... $60.00/hour, 1 hour minimum
(c) Inspections without a specific fee ..... $60.00/hour, 1 hour minimum
(d) Sign permit inspection..... $60.00/hour, 1 hour minimum

4.6.4 Miscellaneous Fees:

(a) Demolition permit, commercial/residential $100.00
(b) Electrical service 400 amps or less.....$100.00
(c) Archival fee.....$1.00 per page
(d) Residential pool permit fee.....$110.00
(e) Residential spa permit fee..... $55.00
(f) Annual Facility Permit (trust account required).....
..... $1,000.00 registration plus $60.00 per hour on-site review/inspection
(g) Certificate of Occupancy not associated with a Building Permit.....$100.00
(h) Foundation Only Permit .....25% of calculated building permit fee
(i) Permit Reinstatement (within one-year of expiration) .....50% of current permit fee

(j) Administration Buy-in (per agreement).....$100.00
(k) Residential solar photovoltaic system permit fee (Res. 4703).....$150.00
(l) Residential solar water heating system permit fee (Res. 4703).....$150.00
(m) Residential ramada/accessory storage building permit fee.....$150.00
(n) Administrative fee for permits from approved standard plans $75.00
(o) Temporary Certificate of Occupancy ..... $100.00 for first 30 days,
..... $500.00 for each 30 day renewal for a maximum of 180 days
(p) Appeal to the Building Official $180.00
(q) Miscellaneous minor residential work.....
(1-6 gas outlets, 1-2 branch electrical circuits 1-6 plbg. openings, etc.) $100.00
(r) Permit issuance when no other fees apply.....$60.00

Sec. 5 Neighborhood Resources:

5.1 Neighborhood Resources Non-Compliance/Re-inspection fee [Ch. §30-6.8]

(a) Abatement Administrative Fee [Ch §26.10] (Res. 4703)..... 25% of contractor cost

(b) Demolition Abatement Administrative Fee..... 25% of demolition contractor cost

Sec. 6 Public Safety:

6.1 Fire Department, (Chapters 27 & 28): Adopts International Fire Code

6.1.1 Hazardous Materials Permit Fee [§28-6] (Res. 3312)
(a) More than 550 pounds of materials on site, annual fee $300.00
(b) HAZMAT materials management plan required; annual fee $500.00

6.1.2 Assembly Permit (100 or more occupants) [§28-6] ..... No Charge

6.1.3 Cutting & Welding Permit [§28-6] ..... No Charge

6.1.4 High-Piled Combustible Storage Permit [§28-6]
(a) Buildings 5,000 or Less Sq. Ft. ..... No Charge
(b) Buildings 5,001 or More Sq. Ft. ..... No Charge

6.1.5 Firework Display Permit (per event) [§28-6] $250.00

6.1.6 Carnival & Fair Permit
(Amusement Events, Trade Shows, Vehicle Displays) [§28-6] $125.00

6.1.7 Motor Vehicle Fuel-Dispensing Stations Permit [§28-6] (one-time) $105.00

6.1.8 Temporary Membrane Structures, Tents [§28-6]
(a) Tent or Canopy 801 or More Sq. Ft. (Res. 4703) $170.00
(b) Each Additional Tent or Canopy 801 or More Sq. Ft. (Res. 4703) $40.00
(c) Tent or canopy less than 801 Sq. Ft. (Res. 4703) ..... No Charge

6.1.9 Open Burn Permit [§28-6 & 7] (Res. 4703)
(a) Open flame, or grease laden vapor cooking in accordance with 28-6 ..... $85.00
(b) Open Flame cooking devices more than 600 sq. in. cooking surface
or more than 5 gal. LP gas (20lbs) (No charge if less than that amount) $85.00

6.1.10 Fire Protection Equipment Contractor's License [§28-6] $85.00

6.1.11 All Other Permits Not Listed, but Included in the Fire Code [§28-6] $40.00

6.1.12 Fire User Fee [Ch.27-4] [§27-3 & 4] (Res. 3482, Res. 4119, Res. 4703)
Charges for Fire response where tactical actions are initiated or Emergency Medical Response where medical evaluation is initiated:
(a) 4-person apparatus response: ..... $1,400 per response apparatus plus the administrative and hourly personnel charges set forth below;
(b) 2-person apparatus response: ..... $700 per response apparatus plus the administrative and hourly personnel charges set forth below;
(c) 1-person apparatus response: ..... $350 per response apparatus plus the administrative and hourly personnel charges set forth below;
(d) Additional hourly* personnel charge:
i. No charge for first hour of response;
ii. $31 per firefighter for hours 2 through 24
iii. $45 per hour per firefighter for hours 25 and beyond

*The additional hourly personnel charges will be billed in 15 minutes increments and measured from the time that fire apparatus/personnel leaves the fire station for a response to the time that fire apparatus/personnel arrive back at the fire station after the response.

(e) Emergency Medical Stand-by:
  i. Per Firefighter (per hour) $46.00
  ii. Equipment Charge (per event) $175.00
(f) Fire Prevention Stand-by per person (per hour) $52.00
(g) Administrative charge ..... 10% of the charges assessed as outlined in (a) – (f)

6.1.13 Arson Restitution & Investigation Fees (Pursuant to A.R.S. § 13-1709) (Res. 4703)

(a) Emergency response: The emergency response cost to the City in responding to a fire determined to be caused by arson is the same as the charges set forth in Section 6.1.15.
(b) Investigation: The cost to the City for investigating a fire caused by arson is:
  i. $42.00 per fire investigative hour (non-overtime)
  ii. $67.00 per fire investigative hour (overtime)
  iii. Actual cost of materials and supplies utilized during the investigation

6.1.14 Training Center Room Fees [Ch.§27-8]

(a) Classroom
  i. Small Room (under 60 seats)
    Business Hours Rate ..... $40/hr (2-hr minimum)
    Evening/Weekend Rate ..... $70/hr (2-hr minimum)
  ii. Large Room (over 60 seats)
    Business Hours Rate ..... $65/hr (2-hr minimum)
    Evening/Weekend Rate ..... $115/hr (2-hr minimum)
(b) Auditorium (250 seats)
    Business Hours Rate ..... $130/hr (2-hr minimum)
    Evening/Weekend Rate ..... $220/hr (2-hr minimum)

6.1.15 Other Training Center Fees [Ch.§27-8]

(a) Chandler Safety Officer $75/hr
(b) Public Safety Training Center Liaison $75/hr
(c) Chandler Facility Prop Technician $50/hr
(d) Fire Instructor ..... $75/hr (4-hr minimum)
(e) Skills Training Area ..... $50/hr (2-hr minimum)
(f) Fees for Material/Equipment/Props Used for Training:
  i. Liquid Smoke ..... Actual Costs
  ii. Propane ..... Actual Costs
  iii. Sheeting ..... Actual Costs
  iv. Class A Burn Building[1] ..... $100/hr (4-hr minimum)
  v. Burn Tower (propane)[1] ..... $75/hr (4-hr minimum)
  vi. Confined Space Prop/TRT ..... $35/hr (4-hr minimum)
  vii. Outside Burn Prop (propane)[1] ..... $35/hr (4-hr minimum)
  viii. Flashover Chamber (must provide own instructors)[1] ..... $50/hr (4-hr minimum)
  ix. Forcible Entry Prop (plus cost of replacement lock) ..... $35/hr (4-hr minimum)
  x. Vertical Ventilation Prop ..... $50/hr (4-hr minimum)
    [(1)] Compliance with NFPA 1403 required. Chandler Safety Officer may be required
(g) Hydrant Connection Fee ..... $100 minimum
(h) Janitorial Charge $100.00
(i) Fire Recruit Academy ..... $4,500 per recruit

(j) Paramedic Program Student Registration.....$6,000 per student
(k) Disposal Fee $50.00

6.1.16 Re-inspection after initial post-notice inspection for same violation [§28-4]..... $40.00

6.2 Police Department, (Chapters 24 & 30): (Res. 4035, Res. 4535, Res. 4703)

6.2.1 Second or subsequent response to disturbances [§30-7.3] (Res. 3482) ..... Actual Cost

6.2.2 Alarm User's Permit [§24-4.2]
(a) Application Fee $10.00
(b) Annual Renewal Fee..... $10.00
(c) Administrative Penalty for connecting without a permit [§24-8.2] (Res. 3482) $10.00

6.2.3 Alarm Late Filing Fee [§24-9] $25.00

6.2.4 Alarm Permit Reinstatement Fee [§24-5.7] $25.00

6.2.5 Duplicate Permit Copy Fee [§24-9.3] (Res. 3482) $10.00

6.2.6 Fingerprinting..... $10.00

6.2.7 Extra Duty Fee (Res. 4535, Res. 4703)
(a) Rate per hour per officer/sergeant in non-supervisory capacity
(topped out officer rate at time and a half; vendor pays directly to officer/sergeant)
(b) Rate per hour per sergeant in supervisory capacity
(topped out sergeant rate at time and a half; vendor pays directly to sergeant)
(c) Rate per hour for Workers Compensation coverage (vendor pays directly to City)
(effective October 1, 2014) $2.50
(d) Rate per hour for Vehicle usage (vendor pays directly to City) $6.00

6.2.8 Vehicle Impound Fee
(Pursuant to A.R.S §28-3513 and Police Administrative Policy).....$150.00

6.2.9 Pawnbroker Report Fee [§15-2]..... $3.00/per report

Sec. 7 Public Works & Utilities:

7.1 Public Works Encroachment and Inspection, (Chapter 46):

7.1.1 Encroachment Permit

(a) Class 1 encroachment permit application base fee [§46-3]..... $97.00
(b) Class 2 encroachment permit application base fee [§46-4]..... $97.00
(c) Class 3 encroachment permit application base fee [§46-5] (Res. 3336)..... $97.00
(d) Class 4 encroachment permit application base fee [§46-6] (Res. 3336)..... $97.00
(e) Class 5 encroachment permit application base fee [§46-7] (Res. 3336)..... $97.00
(f) Class 6 encroachment permit application base fee [§46-8] (Res. 3336)..... $97.00
(g) Class 7 encroachment permit application fee [§46-9] (Res. 3336)..... $97.00
(h) Class 8 encroachment permit application fee [§46-10] (Res. 3336)..... $97.00
(i) Class 9 encroachment permit application fee [§46-11] (Res. 4504)..... $97.00
(j) Encroachment Permit ROW use fee (Res. 4430, Res. 4703)..... $2.27 per linear foot (for calendar year 2019)*

* Pursuant to the approved agreements, the linear foot fee shall be adjusted annually, without further City Council action, on January 1st of each year by an amount equal to the percentage increase, if any, in the Consumer Price Index (CPI-U, Western Region - All items) over the previous 12-month calendar period. In no event shall the rate be increased more than three and eight-tenths (3.8%) per cent over any twelve (12) month period between anniversary dates, unless otherwise approved by City Council. Should the annual change in the CPI-U indicate a decline, the fee shall not diminish.

7.1.2 Cable Television License application base fee [§46-8.8E].....$10,000.00

7.1.3 License applications base fee for all Chapter 46 licenses except cable (Res. 3336)....$3,000.00

7.1.4 Penalty Assessment for failure to obtain encroachment or street cut permit $1,000.00

7.1.5 Pavement Damage Restoration Fee (Res. 3692)

(a) Within one year of construction of new streets, renovation, or reconstruction of a street (as defined by City Code):
   i. For Each Cut:
      a. For 5 sq. yds. or less.....$330.00 per sq. yd. of cut
      b. For larger than 5, to 100 sq. yds. ..... $1,650.00 plus $18.00 per sq. yd. of cut over 5 sq. yds.
      c. For larger than 100 sq. yds. .....$3,360.00 plus $14.00 per sq. yd. of cut over 100 sq. yds.
   ii. For cuts within the first year, the fee is in addition to the requirement for mill and overlay/inlay in accordance with City Code §46-2.7.
   iii. Or for cuts within the first year, the applicant may choose to reconstruct the street in accordance with City Code §46-2.7 in lieu of paying the above fee.

(b) From one to two years after construction of new streets, renovation, or reconstruction of a street (as defined in the City Code):
   i. For Each Cut:
      a. For 5 sq. yds. or less.....$330.00 per sq. yd. of cut
      b. For larger than 5, to 100 sq. yds. ..... $1,650.00 plus $18.00 per sq. yd. of cut over 5 sq. yds.
      c. For larger than 100 sq. yds. .....$3,360.00 plus $14.00 per sq. yd. of cut over 100 sq. yds.

   ii. For cuts from one to two years after construction of new streets, renovation or

reconstruction of a street, the applicant may choose to perform a mill and overlay/inlay, in accordance with City Code §46-2.7 in lieu of paying the above fee.

(c) From two to four years after construction of new streets or renovation or reconstruction of a street (as defined by City Code):
   i. For Each Cut:
      a. For 5 sq. yds. or less.....$230.00 per sq. yd. of cut
      b. For larger than 5, to 100 sq. yd. ..... $1,150.00 plus $13.00 per sq. yd. of cut over 5 sq. yds.
      c. For larger than 100 sq. yds. .....$2,385.00 plus $10.00 per sq. yd. of cut over 100 sq. yds.

(d) From four to six years after construction of new streets or renovation or reconstruction of a street (as defined by City Code):
   i. For Each Cut:
      a. For 5 sq. yds. or less.....$130.00 per sq. yd. of cut
      b. For Larger than 5, to 100 sq. yds. ..... $650.00 plus $8.00 per sq. yd. of cut over 5 sq. yds.
      c. For larger than 100 sq. yds. .....$1,410.00 plus $5.00 per sq. yd. of cut over 100 sq. yds.

(e) Within one year prior to a City street reconstruction project approved in the capital program of the City's Annual Budget ..... No Charge

(f) For cuts from two to six years after construction of new streets, renovation, or reconstruction
of a street, the applicant may choose to perform a mill and overlay/inlay, in accordance with City Code §46-2.7 in lieu of paying the above fee.

(g) The minimum fee shall be based on one square yard. If a pavement cut is so extensive, or the cuts in one area are so numerous that the permittee prefers to perform a renovation (major rehabilitation) of the street in accordance with the City Engineer's requirements, for the full width of any impacted lane and the full length of any cuts plus fifty feet in both directions from the area of the cut on arterial streets and twenty-five in both directions from the area of the cut on collector streets, the permittee may choose to do such renovation in lieu of the Pavement Restoration Fee and such reconstruction shall satisfy the fee requirement. Provided, however, this does not apply to pavement cuts in streets within two years of construction, renovation, or reconstruction. During the first two years, those who desire to perform reconstruction in lieu of paying the pavement restoration fee will be required to reconstruct the street to the satisfaction of the City Engineer. Those companies exempt from the Pavement Restoration Fee shall perform the required repairs and restoration in accordance with City Code §46-2.7 and their contracts with the City unless their written application to pay the established fee in lieu of such restoration is granted by the City Engineer.

(h) For pavement cuts or potholes less than two square feet, no fee will be charged, or for companies with license and franchise agreements that require street reconstruction no reconstruction will be required, provided the pavement cut or pothole meets the spacing requirements shown on Standard Detail No. C-111.

(i) If a pothole cut is done in advance of construction that will remove that portion of the pavement within a reasonable time as specified by the City Engineer, no fee will be charged.

(j) The definitions set forth in Section 46-2.7 are applicable to the provisions herein.

(k) This Pavement Restoration Fee shall not be charged to nor paid by the City Street Division or the City Traffic Engineering Division.

7.1.6 Small Wireless Facility §46-10.3 (Pursuant to A.R.S. §9-592(L), §9-592(D)(4), §9-595(C) and §9-595(D))

(a) Application Fee
- i. New/Replacement Pole $750.00
- ii. Pole exceeding 50ft in height $1,000.00
- iii. Consolidated Application Fee, Existing Pole, Sites 1-5 ..... $100.00
- iv. Consolidated Application Fee, Existing Pole, Sites 6-25 ..... $50.00

(b) Annual Right-of-Way Use Fee $50.00
(for each facility in the City's right-of-way or utility easements)

(c) Annual Right-of-Way Use Fee, Pole exceeding 50ft in height $450.00

(d) Annual City Pole Use Fee $50.00
(for each facility installed on a City-owned pole or on a City owned wireless support structure in the City's right-of-way or utility easements)

7.1.7 Application for disposition of roadway or easement [§47-16.2]

~~(a) ROW vacation application fee (developed residential) ..... $400.00~~
~~(b) ROW vacation application fee (non-residential) ..... $1,000.00~~
(A) ROW VACATION APPLICATION FEE $1,000.00
~~(c) Extinguishment of easements application fee (developed residential) ..... $200.00~~
~~(d) Extinguishment of easements application fee (non-residential) ..... $500.00~~
(B) EXTINGUISHMENT OF EASEMENTS APPLICATION FEE $500.00

7.1.8 Fire Hydrant Meter Deposit [§52-5] (Res. 4703) $1,450.00

7.1.9 Reimbursement Agreement Transaction fee [Ch. 51] $100.00

7.1.10 Median & Street Light Construction Buy-In Assessment [§47-12 & 47-15] (Res. 3482)

½ Front Foot	Per foot
(a) Median construction	$11.00 LF
(b) Streetlighting in median	$11.00 LF
(c) Landscaping in median	$1.80 SF
(d) Streetlighting behind curb	$9.00 LF

7.1.11 Water Service Buy-In Assessment [§52-26] (Res. 3482)

	6″	8″	10″	12″	16″
(a) Full front foot	24.00	33.00	38.00	43.00	66.00
(b) ½ front foot	12.00	16.50	19.00	21.50	33.00

7.1.12 Reclaimed Water Buy-In Assessment [§53-12] (Res. 3482)

	12″
Full front foot	37.00
½ front foot	18.50

7.1.13 Sewer Service Buy-In Assessment [§51-20] (Res. 3482)

Full Front Foot	8″	10″	12″	15″
(a) 0 – 10′ depth	25.00	31.00	35.00	43.00
(b) 10 – 18′ depth	43.00	48.00	52.00	61.00
(c) *Over 18′	49.00	53.00	54.00	63.00

1/2 Front Foot	8″	10″	12″	15″
(d) 0 – 10′ depth	12.50	15.50	17.50	21.50
(e) 10 – 18′	21.50	24.00	26.00	30.50
(f) *Over 18′	24.50	26.50	27.00	31.50

*(add $2.50 per full front foot for each additional foot in depth)

7.1.14 Inspection and Testing Fees [§47-7.2] (Res. 3336, Res. 3482, Res. 4505)

Pavement	Unit	Fee/unit without testing
(a) Paving Public Right of Way/Private Streets & Drives	SY	0.36
(b) Parking Areas	SY	0.10
(c) Overlay (all)	SY	0.12
(d) Alley Surface	SY	0.36
(e) Street Sign Bases [Ch. 48-12.7]	EA	10.00
(f) Street Sign (City)	EA	80.00
(g) Mill & Overlay	SY	0.25

Concrete	Unit	Fee/unit without testing
(h) Driveway or alley entrance	EA	41.17
(i) Valley Gutter	LF	0.36
(j) Apron	EA	10.98
(k) Curb & gutter	LF	0.19
(l) Sidewalk	SF	0.07
(m) Catch Basin/Scupper	EA	41.17
(n) Sidewalk Ramp	EA	82.34

Water	Unit	Fee/unit without testing
(o) Water Pipe (4″ or larger)	LF	0.82
(p) Water Services	LF	0.55
(q) Pavement Cut	SY	23.87
(r) Tapping Sleeve & Valve (non-fire or fire line)	EA	82.34
(s) Landscape Irrigation System with Backflow Prevention Devices	EA	82.34
(t) Fire Line with and without backflow prevention devices	LF	0.82

Reclaimed Water	Unit	Fee/unit without testing
(u) Reclaimed Water (4" or larger)	LF	0.82
(v) Reclaimed Water Service	LF	0.48
(w) Pavement Cut	SY	23.87
(x) Tapping Sleeve and Valve	EA	82.34

Sewer	Unit	Fee/unit without testing
(y) Sewer pipe (8" or larger)	LF	1.10
(z) Sewer service	LF	0.82
(aa) Manhole	EA	82.34
(bb) Pavement cut	SY	23.87
(cc) Clean out/drop connection	EA	42.54

Drainage	Unit	Fee/unit without testing
(dd) Retention Basin (Grading)	Acre	68.62
(ee) Irrigation Pipe (SRP, RWCD, Private)	LF	1.07
(ff) Stormwater Pipe (including Box Culverts)	LF	1.16
(gg) Headwalls	EA	42.54
(hh) Pavement Cut	SY	23.87
(ii) Drywells	EA	76.85
(jj) Stormwater Retention Pipe	LF	1.16

Utilities [Ch §47-7.2]	Unit	Fee/unit without testing
(kk) Utility trenching in ROW/Easement	LF	0.22
(ll) Street Light Pole (public)	EA	41.17
(mm) Repealed by Ord. 4104 adopted 10/30/08		
(nn) Repealed by Ord. 4104 adopted 10/30/08		
(oo) Borings on a local street	LF	0.14
(pp) Borings on an Arterial or collector street	LF	0.21
(qq) Pavement cut	SY	23.87
(rr) Service Drops	EA	20.59
(ss) Offsite After-hours inspection fee	HR	97.00

Permits [Ch §47-7.2]	Unit	Fee/unit without testing
(tt) Permit application fee	EA	97.00
(uu) As Built Approval fee	SHEET	13.72
(vv) Blanket Permits	EA	450.00
(ww) New Construction Pavement Preservative Seal Coat Permit	YD	0.90

7.2 Solid Waste Services, (Chapter 44):

7.2.1 Monthly Solid Waste Disposal Fee $18.56

(a) A monthly disposal fee applies to all covered residences receiving basic solid waste services as set forth in Chapter 44 of the City Code. The City will bill the monthly disposal fee on the water account serving each covered residence. When the owner or occupant of a covered residence does not have an active water account to bill, a utility billing account will be established. A security deposit, as specified in section 50-3 of the City Code, shall be required from owners or occupants of covered residences without an active water account.

(b) Additional monthly disposal fee applies to Alley solid waste customers..... $1.61

7.2.2 Cost of Solid Waste Containers $148.00

The initial cost of providing refuse containers and recycling containers, including the cost of assembling such containers, for newly constructed covered residences, and shall be paid by the person applying for the initial building permit for each new covered residence at the same time that the fees for the residential building permit are paid. When property with a covered residence located thereon is annexed into the City, the owner of such property shall pay the initial cost to the City of providing such property with a refuse and a recycling container.

7.2.3 Additional and Replacement Container Cost

(a) Additional curbside refuse container (Res. 4703)..... $60.00
(b) Replacement of a damaged curbside refuse container or recycling container, where the damage was caused by the resident (Res. 4703)..... $60.00
(c) Non-damaged container replacement with refurbished container..... $30.00
(d) Rescheduling container repair/replacement when container is not set out (Res. 4703)..... $26.00
(e) Additional recycling container ..... No Charge
(f) Additional alley refuse container $235.00
(g) Replacement of a damaged alley refuse container where the damage was caused by the resident $235.00

7.2.4 Additional Monthly Refuse Container Collection Fees

(a) Curbside Refuse Container (Res. 4703) $10.00
This monthly collection fee is in addition to the fee for basic solid waste services set forth in Section 50-15, Code of the City of Chandler, and shall apply to each additional refuse container provided pursuant to subsection 7.2.2 (a).

(b) Alley Refuse Container..... $7.50
This monthly collection fee is in addition to the fee for basic solid waste services set forth in Section 50-15, Code of the City of Chandler, and shall apply to each additional refuse container provided pursuant to subsection 7.2.2 (d).

7.2.5 Special Collection Fees

(a) Fee for one-time special curbside refuse container collection requested by an owner or occupant of a covered residence..... $17.50
(b) Fee for one-time special alley refuse container collection requested by an owner or occupant of a covered residence..... $25.00

7.2.6 Bulk Material Collection Fees

(a) Bulk materials collected for disposal (2 per calendar year)..... No Charge

(b) Bulk materials collected for recycling ..... No Charge
(c) Additional bulk materials collected per collection event..... $30.00
(d) Freon recovery (Res. 4703)..... $15.00

7.2.7 Commercial Refuse Hauler Permit

(a) Annual application fee (per applicant)..... $300.00
(b) Per vehicle annual fee..... $1,000.00

7.2.8 Recycling Solid Waste Collection Center Fees [§44-7.2A] (Res. 4703)

(a) Per visit fee - first 400 lbs. of materials (2 per year)..... No Charge
(Excluding no charge RSWCC accepted recyclables)
(b) Per visit fee - first 400 lbs. of materials (after 2 free) $10.00
(Excluding no charge RSWCC accepted recyclables)
(c) Per ton fee for weight above the first 400 lbs. covered above (prorated in 20lbs. increments):
i. All debris excluding RSWCC recyclables $50.00
(d) Freon recovery..... $15.00

7.2.9 Multi-family (non-residential) disposal fee (per load) [§44-7.2B] (Res. 4703) $20.00

7.2.10 City Services (per ton) $46.00

Resolution No. 3175 – 12/16/99 RE-ADOPTING THE FEE SCHEDULE IN CONJUNCTION WITH THE REVISIONS TO THE CITY CODE

Resolution No. 3204 – 03/23/00 AMENDING THE CITY FEE SCHEDULE REGARDING AIRPORT FEES

Resolution No. 3312 – 08/10/00 AMENDING THE CHANDLER CITY FEE SCHEDULE REGARDING HAZARDOUS MATERIAL PERMIT FEES

Resolution No. 3336 – 11/16/00 AMENDING THE FEE SCHEDULE REGARDING CERTAIN PUBLIC WORKS PENALTIES, PERMIT, INSPECTION AND PROCESSING FEES

Resolution No. 3239 – 5/10/01 AMENDING THE CITY FEE SCHEDULE REGARDING AIRPORT FEES TO ESTABLISH FEES AND FEE ADJUSTMENT CRITERIA FOR THROUGH THE FENCE ACCESS

Resolution No. 3401 – 6/14/01 AMENDING THE CITY FEE SCHEDULE REGARDING AIRPORT GROUND LEASE RATES

Resolution No. 3372 – 12/13/01 AMENDING THE CITY FEE SCHEDULE REGARDING PAVEMENT RESTORATION FEES

Resolution No. 3482 – 3/14/02 AMENDING THE CITY FEE SCHEDULE REVISING CERTAIN MANAGEMENT SERVICES, FIRE, AIRPORT, PARKS/RECREATION, PLANNING/DEVELOPMENT, POLICE AND PUBLIC WORKS FEES

Resolution No. 3630 – 5/08/03 AMENDING THE CITY FEE SCHEDULE REVISING CERTAIN MANAGEMENT SERVICES, AIRPORT, REFUSE, PLANNING/DEVELOPMENT, POLICE AND PUBLIC WORKS FEES

Resolution No. 3692 – 11/06/03 AMENDING THE CITY FEE SCHEDULE REVISING PAVEMENT RESTORATION FEES

Resolution No. 3793 – 10/28/04 AMENDING CITY FEE SCHEDULE REVISING AIRPORT FEES

Ordinance No. 3689 – 6/23/05 AMENDING CITY FEE SCHEDULE DELETING REFUSE AND RECYCLING FEES, SECTION 4, AND INCORPORATING THEM INTO CITY CODE CHAPTER 44

Resolution No. 3913 – 11/17/05 AMENDING CITY FEE SCHEDULE REVISING AIRPORT FEES AND ADDING SECTION 2.10 (effective 1/1/2006)

Resolution No. 4035 – 1/11/2007 AMENDING CITY FEE SCHEDULE REVISING MANAGEMENT SERVICES, AIRPORT, PLANNING AND DEVELOPMENT AND POLICE FEES

Resolution No. 4059 – 04/26/2007 AMENDING CITY FEE SCHEDULE ADDING SECTION 4 MUNICIPAL UTILITIES

Resolution No. 4119 – 09/20/2007 AMENDING CITY FEE SCHEDULE SECTION 3
Resolution No. 4145 – 01/17/2008 REPEALED SECTION 5 PARKS AND RECREATION

Resolution No. 4178 – 4/24/2008 AMENDING SECTION 4 MUNICIPAL UTILITIES

Ordinance No. 4104 – 10/30/08 AMENDING SECTION 8, PUBLIC WORKS, REPEALING SEC 8.7 AND SEC 8.15, UTILITIES, MM AND NN EFFECTIVE 11/29/08

Resolution No. 4299 – 5/28/2009 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO FIRE DEPARTMENT, MUNICIPAL UTILITIES, PLANNING AND DEVELOPMENT, POLICE DEPARTMENT AND PUBLIC WORKS FEES

Resolution No. 4311 – 5/13/2009 AMENDING THE CITYWIDE FEE SCHEDULE AIRPORT RATES AND FEES

Resolution No. 4318 – 07/30/2009 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO FIRE DEPARTMENT, NEIGHBORHOOD RESOURCES, PLANNING AND DEVELOPMENT, POLICE DEPARTMENT AND PUBLIC WORKS FEES

Resolution No. 4430 – 06/24/2010 AMENDING SECTION 6, PLANNING AND DEVELOPMENT AND SECTION 8 PUBLIC WORKS.

Resolution No. 4483 – 12/09/2010 AMENDING SECTION 7, POLICE DEPARTMENT

Resolution No. 4504 – 04/28/2011 AMENDING SECTION 8, PUBLIC WORKS

Resolution No.4505 – 05/26/2011 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO TRANSPORTATION & DEVELOPMENT – DEVELOPMENT SERVICES AND TRANSPORTATION & DEVELOPMENT – TRANSPORTATION OPERATIONS.

Resolution No. 4535 – 10/27/2011 AMENDING SECTION 7, POLICE DEPARTMENT

Resolution No. 4615 – 07/26/2012 AMENDING SECTION 6.3.3 DELETING SITE DEVELOPMENT - HOME OCCUPATION FEE

Resolution No. 4703 – 08/12/13 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO ADMINISTRATION, MANAGEMENT SERVICES - TAX AND LICENSE, CHANDLER MUNICIPAL AIRPORT, FIRE DEPARTMENT, MUNICIPAL UTILITIES, PARKS AND RECREATION, TRANSPORTATION AND DEVELOPMENT - DEVELOPMENT SERVICES AND OPERATIONS, POLICE DEPARTMENT, AND NEIGHBORHOOD RESOURCES

Resolution No. 4773 – 6/12/14 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO FIRE DEPARTMENT, PARKS AND RECREATION, AND POLICE DEPARTMENT

Resolution No. 4839 – 03/26/2015 MANAGEMENT SERVICES DEPARTMENT, AIRPORT, TRANSPORTATION AND DEVELOPMENT, SOLID WASTE, POLICE, PARKS AND RECREATION, AND CULTURAL AFFAIRS

Resolution No. 4899 – 11/19/2015 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO MOBILE FOOD

Resolution No. 4941 – 5/12/2016 AMENDING SECTION 2: MUNICIPAL AIRPORT, SECTION 5: PARKS AND RECREATION, SECTION 6: TRANSPORTATION AND DEVELOPMENT, DEVELOPMENT SERVICES

Resolution No. 5034 – 4/13/2017 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO FIRE DEPARTMENT, MANAGEMENT SERVICES, PARKS AND RECREATION, AND TRANSPORTATION AND DEVELOPMENT DEPARTMENTS

Resolution No. 5098 – 12/7/17 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO ADMINISTRATION AND MANAGEMENT SERVICES DEPARTMENT

Resolution No. 5104 – 1/11/18 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO PUBLIC WORKS & UTILITIES DEPARTMENT AND INCORPORATING TECHNICAL CORRECTIONS TO RECOGNIZE REORGANIZATION AND REORDERING SECTIONS.

Resolution No. 5117 – 4/26/2018 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO COMMUNITY SERVICES, PUBLIC SAFETY - FIRE AND POLICE, AND PUBLIC WORKS & UTILITIES DEPARTMENTS.

Resolution No. 5215 – 12/13/2018 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE MANAGEMENT SERVICES AND DEVELOPMENT SERVICES DEPARTMENTS.

Resolution No. 5243 – 05/09/2019 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE COMMUNITY SERVICES, DEVELOPMENT SERVICES, AND PUBLIC WORKS & UTILITIES DEPARTMENTS.

Resolution No. 5300 – 12/12/2019 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO ADMINISTRATION AND MANAGEMENT SERVICES AND PUBLIC WORKS & UTILITIES DEPARTMENTS.

Resolution No. 5431 – 2/22/2021 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE AIRPORT, COMMUNITY SERVICES, DEVELOPMENT SERVICES, CULTURAL DEVELOPMENT, FIRE AND NEIGHBORHOOD RESOURCES DEPARTMENTS OR DIVISIONS.

Resolution No. 5558 – 5/12/2022 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE PUBLIC WORKS AND UTILITIES DEPARTMENT, SOLID WASTE DIVISION

RESOLUTION NO. 5696 – 7/20/2023 AMENDING THE CITYWIDE FEE SCHEDULE RELATING TO THE MANAGEMENT SERVICES AND PUBLIC WORKS AND UTILITIES DEPARTMENT

City of Chandler

Summary of Proposed New or Modified Fees

General Fund

City Code	Fee Schedule Reference	Current Fee Description	New or Deleted Fee Description	Customer Impacted	Existing Fee	Proposed Fee	Justification/Cost Basis	Comparisons
Management Services								
Tax & License								**Other City Fee Ranges:**
Chapter 22	**New to be inserted**	New Fee	Short Term Rental License Fee	Customers renting homes for vacation or short term rentals.	None	$250	State Statutes now allow more control for cities to regulate short term rentals which includes the ability to assess a fee for this license. Amendments to the existing Chapter 22 is proposed to adopt these additional requirements. It is anticipated these amendments will be presented to Council with changes effective July 1, 2023.	**Mesa:** $250.00 **Scottsdale:** $250.00 **Tempe:** $250.00
Chapter 22	**New to be inserted**	New Fee	Short Term Rental License Renewal Fee	Customers renting homes for vacation or short term rentals.	None	$250	State Statutes now allow more control for cities to regulate short term rentals which includes the ability to assess a fee for this license. Amendments to the existing Chapter 22 is proposed to adopt these additional requirements. It is anticipated these amendments will be presented to Council with changes effective July 1, 2023.	**Mesa:** $250.00 **Scottsdale:** $250.00 **Tempe:** $250.00
Public Works & Utilities								
Public Works Encroachment and Inspection								**Other City Fee Ranges:**
47-16.2	**7.1.7 (a)**	ROW vacation application fee (developed residential)	Delete Fee	Residents and Developers	400.00	None	7.1.7 (a) ROW Vacation Application Fee (developed residential) will be one fee of $1,000 (combine a & b, residential /Non-residential) One flat fee for either/or of $1,000. The recommendation is to consolidate Real Estate fee categories. Currently, disposition of roadway or easement fees are $400 for residential and a $1,000 fee for non-residential. The process for vacating roadway is essentially the same whether it is residential or non-residential. They are both time consuming and each requires council approval. The higher fee amount of $1,000 is recommended irrespective of type. Current pricing is included as an attachment for reference.	**Mesa:** $500 **Scottsdale:** $2,060 **Tempe:** $1,218 **Queen Creek:** $1,000
47-16.2	**7.1.7 (b)**	ROW vacation application fee (non-residential)	Delete Fee	Residents and Developers	1,000.00	None	7.1.7 (b) ROW Vacation Application Fee (non-residential) will be one fee of $1,000 (combine a & b, residential /Non-residential) One flat fee for either/or of $1,000. The recommendation is to consolidate Real Estate fee categories. Currently, disposition of roadway or easement fees are $400 for residential and a $1,000 fee for non-residential. The process for vacating roadway is essentially the same whether it is residential or non-residential. They are both time consuming and each requires council approval. The higher fee amount of $1,000 is recommended irrespective of type. Current pricing is included as an attachment for reference.	**Mesa:** $750 **Scottsdale:** $2,395 **Tempe:** $1,218 **Queen Creek:** $1,500

City of Chandler

Summary of Proposed New or Modified Fees

General Fund

City Code	Fee Schedule Reference	Current Fee Description	New or Deleted Fee Description	Customer Impacted	Existing Fee	Proposed Fee	Justification/Cost Basis	Comparisons
Public Works & Utilities								
Public Works Encroachment and Inspection								**Other City Fee Ranges:**
47-16.2	**New to be inserted**	New Fee	ROW vacation application fee	Residents and Developers	None	1,000.00	Combining 7.1.7 (a) ROW Vacation Application Fee (developed residential) and 7.1.7 (b) ROW Vacation Application Fee (non-residential) into One flat fee for either/or of $1,000. The recommendation is to consolidate Real Estate fee categories. Currently, disposition of roadway or easement fees are $400 for residential and a $1,000 fee for non-residential. The process for vacating roadway is essentially the same whether it is residential or non-residential. They are both time consuming and each requires council approval. The higher fee amount of $1,000 is recommended irrespective of type. Current pricing is included as an attachment for reference.	**Mesa:** $750 **Scottsdale:** $2,395 **Tempe:** $1,218 **Queen Creek:** $1,500
47-16.2	**7.1.7 (d)**	Extinguishment of easements application fee (developed residential)	Delete Fee	Residents and Developers, Utility companies	200.00	None	7.1.7 (d) The Extinguishment of Easements fees will be combined to one fee of $500 (combine d & e; Residential and Non-Residential). One flat fee for either/or of $500. The current fee structure for extinguishment of easements is also based on type with residential priced at $200 and nonresidential at $500. The recommendation is a $500 fee regardless of type. The entire appraisal cost for extinguishment of easements would be due at application instead of the current$200 deposit with the balance due upon completion. Current pricing is included as an attachment for reference.	**Mesa:** $500.00 **Queen Creek:** $1,000.00
47-16.2	**7.1.7 (e)**	Extinguishment of easements application fee (non-residential)	Delete Fee	Residents and Developers	500.00	None	7.1.7 (e) The Extinguishment of Easements fees will be combined to one fee of $500 (combine (d) developed residential $200.00 and (e) non-residential $500.00. One flat fee for either/or of $500. The current fee structure for extinguishment of easements is also based on type with residential priced at $200 and nonresidential at $500. The recommendation is a $500 fee regardless of type. The entire appraisal cost for extinguishment of easements would be due at application instead of the current $200 deposit with the balance due upon completion. Current pricing is included as an attachment for reference.	**Mesa:** $750.00 **Queen Creek**: $1,500.00

City of Chandler

Summary of Proposed New or Modified Fees

General Fund

City Code	Fee Schedule Reference	Current Fee Description	New or Deleted Fee Description	Customer Impacted	Existing Fee	Proposed Fee	Justification/Cost Basis	Comparisons
Public Works & Utilities								
Public Works Encroachment and Inspection								**Other City Fee Ranges:**
47-16.2	**New to be inserted**	New Fee	Extinguishment of Easements Application Fee	Residents and Developers	None	500.00	7.1.7 (d) The Extinguishment of Easements fee (developed residential) of $200.00 and (e) The Extinguishment of Easements fee (non-residential) of $500.00 to be combined as one flat fee for either/or of $500. The current fee structure for extinguishment of easements is also based on type with residential priced at $200 and nonresidential at $500. The recommendation is a $500 fee regardless of type. The entire appraisal cost for extinguishment of easements would be due at application instead of the current $200 deposit with the balance due upon completion. Current pricing is included as an attachment for reference.	**Mesa:** $750.00 **Queen Creek:** $1,500.00

CITY OF CHANDLER
NOTICE OF INTENTION TO AMEND THE
CITYWIDE FEE SCHEDULE

NOTICE IS HEREBY GIVEN THAT at a Regular Meeting of the Chandler City Council to be held in the Council Chambers, 88 E. Chicago Street, on Thursday, July 20, 2023, at 6:00 p.m., it is the City Council's intention to amend the Citywide Fee Schedule relating to the Management Services and Public Works and Utilities Departments fees which will be effective August 1, 2023. This Council agenda item will appear as an action item to allow an opportunity for public comment.

A copy of the document supporting the proposed new and modified fees is available in the office of the City Clerk and on the City's website.

City Council Memorandum Management Services Memo No. MS 24-002

Date: July 20, 2023
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Assistant Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Contracts and Agreements Administratively Approved, Month of June 2023

Background/Discussion

On November 7, 2022, City Council adopted Ordinance No. 5030 amending the Code of the City of Chandler, Chapter 3, raising the threshold for Council approval of contracts and agreements for materials, services, equipment, and construction from $50,000 to $100,000. The threshold for Council approval of contracts and agreements for professional services was raised from $30,000 to $100,000. The changes allow contracts and agreements valued less than $100,000 to be approved administratively. As part of the change, Council requisted a monthly summary of contracts and agreements approved under the newly adopted thresholds that would have required Council approval under the previous thresholds. The attached report summarizes the administratively approved contracts and agreements for materials, services, equipment, and construction valued between $50,000 and $99,999, and professional services valued between $30,000 and $99,999.

Attachments

Contracts and Agreements Administratively Approved

Informational Procurement Council Item – June 2023 Administrative Approval

Administrative Approval of Contracts and Agreements for Materials, Services, Equipment and Construction Valued Between $50,000 and $99,999 and Professional Services Valued Between $30,000 and $99,999

Agreement No.: ED3-920-4587
Subject: Search Engine Optimization and Pay Per Click Services
Contractor: Simpleview Worldwide
Value: $84,000.00
Description: Agreement for search engine optimization and pay per click services for the City's Tourism website

Agreement No.: HO2-910-4338
Subject: Public Housing Painting Services
Contractor: A&H Painting
Value: $50,000.00
Description: As needed painting services for public housing sites.

Agreement No.: ST1503.404
Subject: Cooper Road Improvements
Contractor: Builders Guild, Inc.
Value: $51,292.26
Notes: Installation of block wall fencing and one column

Agreement No.: ST2311.401
Subject: McQueen Road Settlement Investigation/Repair
Contractor: Achen-Gardner Construction, LLC
Value: $90,360.54
Notes: Removal/Replacement of 100 SY of asphalt, 40 LF of curb & gutter, & 240 SF of sidewalk

Agreement No.: ST2112.201
Subject: Alleyway Rehab Pm10 Dust Emissions Reduction 2
Contractor: Premier Engineering Corporation
Value: $72,376.88
Notes: Alleyway rehab pm 10 dust emissions reduction 2 design services

Agreement No.: ST1616.271
Subject: Ocotillo Road Improvements Gilbert Road to 148th Street
Contractor: Ardurra Group, Inc.
Value: $86,605.00
Notes: Ocotillo Improvements Gilbert Rd. to 148th Street post design services, two lanes eastbound and westbound

Agreement No.: WA1903.401
Subject: Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System
Contractor: Achen Gardner Construction, LLC
Value: $98,000.00
Notes: Change Order - Arrowhead Water Production Facility Rehab & Pecos Surface Water Treatment Plant Surge System to replenish the line item for owners allowance to accommodate additional work to restore this older facility discovered during construction, including termite treatment, BPS Vault repair, Floor Drains repair, fuel tank removal, hot tap pipe repairs, gate repairs, SES pad modifications, etc.

Agreement No.: WA1903.451
Subject: Arrowhead Water Production Facility Rehabilitation & Pecos Surface Water Treatment Plant Surge System
Contractor: Wilson Engineers, LLC
Value: $94,400.00
Notes: Amendment - Additional Services for CM Services for Arrowhead Water Production Facility Rehab and Pecos Surface Water Treatment Plant Surge System for additional oversight due to extended construction schedule for work added and delays.

Contracts or Agreements with Significant (+50%) Price Changes Valued Between $50,000 and $99,999

Agreement No.:
Subject:
Contractor:
Value:
Notes:

ITEM 36

City Council Memorandum Management Services Memo No. N/A

Date:	July 20, 2023
To:	Mayor and Council
	Joshua H. Wright, City Manager
Thru:	Dawn Lang, Deputy City Manager - CFO
	Kristi Smith, Financial Services Assistant Director
From:	Robert Steele, Accounting Manager
Subject:	Claims Report for the Quarter Ended June 30, 2023

Background/Discussion

The claims report for the Accounts Payable payments for the quarter ending June 30, 2023, is attached. If viewing the agenda online per Section 3-6 of the City Code: "The City Manager/designee shall advise the City Council of all claims and demands paid, together with the name of the vendors or payees, dates paid and amounts."

Attachments

Claims Report 4-1-23 to 6-30-23

AP Claims Report- City Clerk

Time run: 7/3/2023 3:15:50 PM

Report Parameters:

Check Date - 04/01/2023,06/30/2023; Bank_Account_Name - E-PAYABLES,GENERAL,OPERATING

Payment Number	Payment Date	Vendor Name	Amount
1080448	27-Apr-2023	1112 NORTH CALIFORNIA STREET PROPERTY LLC	1,100.00
1080422	27-Apr-2023	1125 CALIFORNIA LLC	2,434.00
716670	27-Apr-2023	2013-1 IH BORROWER LP	2,766.00
716671	27-Apr-2023	2017-1 IH BORROWER LP	4,845.00
716672	27-Apr-2023	2017-2 IH BORROWER LP	1,925.00
716673	27-Apr-2023	2018-2 IH BORROWER LP	1,570.00
715999	06-Apr-2023	2018-4 IH BORROWER LP	519.00
716674	27-Apr-2023	2018-4 IH BORROWER LP	2,177.00
716553	26-Apr-2023	2060 DIGITAL LLC, PHOENIX	20,100.00
1080420	27-Apr-2023	330 N COMANCHE LLC	5,467.00
1080365	20-Apr-2023	847 RAY LLC	713.00
1080518	27-Apr-2023	847 RAY LLC	9,351.00
716374	19-Apr-2023	868 S ARIZONA AVE LP (R)	1,000.00
715889	05-Apr-2023	A MIND FOR DETAIL INC	2,481.26
716016	12-Apr-2023	A MIND FOR DETAIL INC	2,600.00
716269	19-Apr-2023	A MIND FOR DETAIL INC	7,272.50
716017	12-Apr-2023	A&M NUT AND BOLT INC	742.36
1080497	27-Apr-2023	ABDELKARIM, RABAH	1,338.00
716270	19-Apr-2023	ACCELERATED TECHNOLOGY LABORATORIES	6,540.00
715890	05-Apr-2023	ACE UNIFORMS OF PHOENIX	3,215.07
716271	19-Apr-2023	ACE UNIFORMS OF PHOENIX	2,211.57
716604	26-Apr-2023	ACE UNIFORMS OF PHOENIX	6,573.24
1080265	13-Apr-2023	ACHEN GARDNER CONSTRUCTION LLC	111,968.03
716148	12-Apr-2023	ACHER, MADISON (R)	39.38
716506	26-Apr-2023	ACOSTA, JORGE (R)	62.13
716605	26-Apr-2023	ACTIVE NETWORK, LLC	8,292.46
715851	05-Apr-2023	ADAM, NICK (R)	61.10
716507	26-Apr-2023	ADELSTEIN, ALYSE (R)	40.79
715891	05-Apr-2023	ADP INTERPRETING LLC	840.00
716272	19-Apr-2023	ADP INTERPRETING LLC	280.00
716606	26-Apr-2023	ADP INTERPRETING LLC	140.00
716607	26-Apr-2023	AFLAC	229.45
716675	27-Apr-2023	AH PROPERTIES	3,286.00
715852	05-Apr-2023	AHADI, SAMEER OMID (R)	50.44
716676	27-Apr-2023	AHMETOVIC, AMILA	2,000.00
1080540	27-Apr-2023	AILEEN CHU HOLDINGS LLC	1,473.00
1080375	27-Apr-2023	ALL ANIMALS RESCUE & TRANSPORTATION, LLC	975.00
1080315	20-Apr-2023	ALL CITY TOWING	192.00
1080366	27-Apr-2023	ALL CITY TOWING	48.00
1080500	27-Apr-2023	ALL IN THE FAMILY REAL ESTATE AND PROPERTY MANAGEMENT	442.00
1080259	13-Apr-2023	ALL THE KING'S FLAGS	297.13
1080385	27-Apr-2023	ALL THE KING'S FLAGS	1,077.48
716273	19-Apr-2023	ALLARD COLLISION LLC	1,723.69
716608	26-Apr-2023	ALLIANCE BANK OF ARIZONA (R)	95.00
715892	05-Apr-2023	ALLIED UNIVERSAL JANITORIAL SERVICES	3,862.54

716018	12-Apr-2023	ALLIED UNIVERSAL JANITORIAL SERVICES	8,869.90
716274	19-Apr-2023	ALLIED UNIVERSAL JANITORIAL SERVICES	25,104.57
716609	26-Apr-2023	ALLIED UNIVERSAL JANITORIAL SERVICES	1,532.20
715893	05-Apr-2023	ALLIED UNIVERSAL SECURITY SERVICES	1,145.70
716019	12-Apr-2023	ALLIED UNIVERSAL SECURITY SERVICES	1,145.70
716275	19-Apr-2023	ALLIED UNIVERSAL SECURITY SERVICES	1,145.70
716610	26-Apr-2023	ALLIED UNIVERSAL SECURITY SERVICES	1,044.14
715985	06-Apr-2023	ALLISON II, JOHN D	118.00
716248	13-Apr-2023	ALONZO, DIANA C	68.30
715894	05-Apr-2023	AM SIGNAL, LLC	28,917.05
715895	05-Apr-2023	AMERESCO, INC	2,757,548.68
715896	05-Apr-2023	AMERICAN INSPECTION AND TEST INC	840.00
716276	19-Apr-2023	AMERICAN INSPECTION AND TEST INC	5,140.00
716425	20-Apr-2023	AMPARAN, OCTAVIO JR	420.00
715897	05-Apr-2023	ANCON	1,527.60
716277	19-Apr-2023	ANCON	13,157.52
716611	26-Apr-2023	ANCON	1,415.00
716000	06-Apr-2023	ANDRAWES, ANTHONY M.	666.00
716677	27-Apr-2023	ANDRAWES, ANTHONY M.	769.00
716426	20-Apr-2023	ANDRES, CHRISTOPHER F	197.00
1080321	20-Apr-2023	ANDREW'S REFRIGERATIONS INC	13,420.27
1080220	06-Apr-2023	ANTHEM LIFE INSURANCE COMPANY	13,744.39
716001	06-Apr-2023	APC 2020 INVESTMENT, LLC	526.00
716244	12-Apr-2023	APC 2020 INVESTMENT, LLC	1,118.00
716465	20-Apr-2023	APC 2020 INVESTMENT, LLC	1,070.00
716678	27-Apr-2023	APC 2020 INVESTMENT, LLC	8,047.00
715898	05-Apr-2023	APL ACCESS & SECURITY	22,869.95
716020	12-Apr-2023	APL ACCESS & SECURITY	1,333.16
716278	19-Apr-2023	APL ACCESS & SECURITY	70.00
716612	26-Apr-2023	APL ACCESS & SECURITY	36,719.93
715986	06-Apr-2023	APODACA, ALEXIS K	23.58
716021	12-Apr-2023	AQUATIC INFORMATICS INC	11,211.00
715853	05-Apr-2023	ARCHUNDE, CHRIS (R)	27.29
716679	27-Apr-2023	ARDA, JAMET E	113.00
715899	05-Apr-2023	ARDURRA GROUP, INC	11,347.50
716279	19-Apr-2023	ARDURRA GROUP, INC	14,790.00
716613	26-Apr-2023	ARDURRA GROUP, INC	2,527.50
716149	12-Apr-2023	ARIAS, BEATRIZ (R)	77.75
1080314	20-Apr-2023	ARIZONA 811	3,125.14
716280	19-Apr-2023	ARIZONA BOX & CONTAINER	498.04
716281	19-Apr-2023	ARIZONA CART SERVICES, INC	180.00
716282	19-Apr-2023	ARIZONA ELECTRIC SUPPLY CO	2,826.63
716022	12-Apr-2023	ARIZONA ELEVATOR SOLUTIONS, INC	1,334.54
716283	19-Apr-2023	ARIZONA ELEVATOR SOLUTIONS, INC	5,500.36
1080537	27-Apr-2023	ARIZONA ELITE PROPERTIES	2,122.00
1080211	06-Apr-2023	ARIZONA EMERGENCY PRODUCTS	823.58
716614	26-Apr-2023	ARIZONA FREELANCE INTERPRETING SERVICES	362.50
1080559	27-Apr-2023	ARIZONA HOMES PLUS	1,296.00
715900	05-Apr-2023	ARIZONA NEUROPSYCHOLOGY, P.C.	7,000.00
1080256	13-Apr-2023	ARIZONA PEST PREVENTION	40.00
1080382	27-Apr-2023	ARIZONA PEST PREVENTION	135.00
716023	12-Apr-2023	ARIZONA POWER AUTHORITY	2,824.58

715901	05-Apr-2023	ARIZONA PUBLIC SERVICE COMPANY	4,187.89
716002	06-Apr-2023	ARIZONA PUBLIC SERVICE COMPANY	5,747.00
716284	19-Apr-2023	ARIZONA PUBLIC SERVICE COMPANY	276.97
716466	20-Apr-2023	ARIZONA PUBLIC SERVICE COMPANY	316.00
716658	27-Apr-2023	ARIZONA PUBLIC SERVICE COMPANY	11,146.88
1080237	06-Apr-2023	ARIZONA REPUBLIC, THE	1,492.90
1080238	06-Apr-2023	ARIZONA REPUBLIC, THE	2,678.92
1080407	27-Apr-2023	ARIZONA REPUBLIC, THE	1,368.61
716615	26-Apr-2023	ARIZONA RUBBER COMANY, INC	775.88
715902	05-Apr-2023	ARIZONA STATE TREASURER	280,609.22
715903	05-Apr-2023	ARIZONA STATE UNIVERSITY	3,500.00
716616	26-Apr-2023	ARIZONA SUPREME COURT	27.00
1080206	06-Apr-2023	ARIZONA WATER WORKS SUPPLY INC	143.21
1080381	27-Apr-2023	ARIZONA WATER WORKS SUPPLY INC	383.77
1080218	06-Apr-2023	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	141.00
1080268	13-Apr-2023	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	26.00
1080324	20-Apr-2023	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	1,622.00
1080373	27-Apr-2023	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	625.00
1080546	27-Apr-2023	ARM OF SAVE THE FAMILY FOUNDATION OF ARIZONA	94.00
716375	19-Apr-2023	ARORA, SHANA (R)	31.92
1080230	06-Apr-2023	AROUH, LYNN R.	2,087.00
1080326	20-Apr-2023	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	30.00
1080378	27-Apr-2023	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	30.00
1080208	06-Apr-2023	ARTISTIC LAND MANAGEMENT INC	30,341.00
1080255	13-Apr-2023	ARTISTIC LAND MANAGEMENT INC	22,575.47
1080312	20-Apr-2023	ARTISTIC LAND MANAGEMENT INC	3,969.23
716051	12-Apr-2023	AS YOU WISH	256.98
716150	12-Apr-2023	ASHCROFT, BRYCE (R)	43.35
716285	19-Apr-2023	ASPEN TECHNOLOGIES	2,107.00
716151	12-Apr-2023	ASR CONSTRUCTION GROUP (R)	1,382.00
715904	05-Apr-2023	ASR CONSTRUCTION GROUP LLC	88,566.90
716024	12-Apr-2023	ASSOCIATED FENCE	13,334.65
1080213	06-Apr-2023	ATTORNEY T LAW	4,167.00
1080478	27-Apr-2023	AUSTIN FLECK PROPERTY MANAGEMENT LLC	1,239.00
716376	19-Apr-2023	AVALON HEALTH CARE INC (R)	1,342.39
1080426	27-Apr-2023	AZ HOME FOR US	1,812.00
715905	05-Apr-2023	AZ LIGHTING & ELECTRIC LLC	1,175.00
1080444	27-Apr-2023	AZ REALTY PROPERTY HOLDINGS, LLC	11,269.00
1080472	27-Apr-2023	AZLTRE LLC	1,256.00
715906	05-Apr-2023	AZTEC ENGINEERING GROUP, INC	15,059.30
716617	26-Apr-2023	AZTEC ENGINEERING GROUP, INC	10,120.63
715907	05-Apr-2023	B & F CONTRACTING INC	5,232.50
716152	12-Apr-2023	B&F CONTRACTING (R)	1,187.83
716377	19-Apr-2023	B&F CONTRACTING (R)	1,450.00
715987	06-Apr-2023	BAILEY, JENNIFER E	520.00
716025	12-Apr-2023	BAKER & TAYLOR, LLC	7,795.70
716378	19-Apr-2023	BAKER, PERRY (R)	44.12
1080311	20-Apr-2023	BALAR EQUIPMENT CORP	1,203.11
716286	19-Apr-2023	BANDWANGO	7,250.00
1080204	03-Apr-2023	BANK OF AMERICA	1,079,619.62
716618	26-Apr-2023	BANNER EMPLOYER SERVICES, LLC	283.00
716619	26-Apr-2023	BANNER OCCUPATIONAL HEALTH CLINICS	670.00

716620	26-Apr-2023	BANNER OCCUPATIONAL HEALTH CLINICS	343.00
716621	26-Apr-2023	BANNER OCCUPATIONAL HEALTH CLINICS	1,580.00
716622	26-Apr-2023	BANNER OCCUPATIONAL HEALTH CLINICS	1,029.00
716623	26-Apr-2023	BANNER OCCUPATIONAL HEALTH CLINICS	9,178.00
716624	26-Apr-2023	BANNER OCCUPATIONAL HEALTH CLINICS	360.00
716625	26-Apr-2023	BANNER OCCUPATIONAL HEALTH CLINICS	3,426.00
716626	26-Apr-2023	BANNER OCCUPATIONAL HEALTH CLINICS	75.00
716627	26-Apr-2023	BANNER OCCUPATIONAL HEALTH CLINICS	75.00
1080247	06-Apr-2023	BARKDOLL PROPERTIES LLC	557.00
1080526	27-Apr-2023	BARKDOLL PROPERTIES LLC	12,335.00
715908	05-Apr-2023	BARKER RINKER SEACAT ARCHITECTURE	12,759.05
716508	26-Apr-2023	BARROS, AVA (R)	87.51
1080207	06-Apr-2023	BAVCO	46.35
1080254	13-Apr-2023	BAVCO	292.14
716245	12-Apr-2023	BCORE MF ARCHES LLC	1,074.00
716680	27-Apr-2023	BCORE MF ARCHES LLC	31,141.00
716745	28-Apr-2023	BCORE MF ARCHES LLC	1,880.00
716681	27-Apr-2023	BEAUX, CANDACE	1,292.00
1080442	27-Apr-2023	BECKMAN, KRISTI M	2,346.00
716427	20-Apr-2023	BEGAY, JOLENE (R)	18.40
716153	12-Apr-2023	BELIZAIRE, GREGORY (R)	20.01
715909	05-Apr-2023	BELLOC, ARMANDO REYNA (R)	200.00
716428	20-Apr-2023	BELLOC, ARMANDO REYNA (R)	200.00
716509	26-Apr-2023	BENTLEY, LLOYD (R)	153.04
716026	12-Apr-2023	BERRY LAW GROUP, PLLC	23,952.50
716379	19-Apr-2023	BERRY, JENNIFER (R)	29.81
1080461	27-Apr-2023	BEST NEIGHBORS, LLC	1,940.00
1080573	28-Apr-2023	BEST NEIGHBORS, LLC	517.00
716027	12-Apr-2023	BEST PLUMBING SPECIALTIES INC	126.80
1080475	27-Apr-2023	BHATT, AMAR BHARAT	2,122.00
715854	05-Apr-2023	BIELSKI, MICHAEL (R)	11.13
1080251	06-Apr-2023	BIG STAR PROPERTIES, LLC	1,285.00
1080436	27-Apr-2023	BIG STAR PROPERTIES, LLC	8,894.00
715910	05-Apr-2023	BINGHAM EQUIPMENT COMPANY	1,185.58
716287	19-Apr-2023	BINGHAM EQUIPMENT COMPANY	129.42
1080212	06-Apr-2023	BLACK & VEATCH CORPORATION	6,085.00
1080368	27-Apr-2023	BLACK & VEATCH CORPORATION	4,420.00
716429	20-Apr-2023	BLAKE, CYNTHIA A	116.00
715911	05-Apr-2023	BLOOD ALCOHOL TESTING & CONSULTING, LLC	300.00
716028	12-Apr-2023	BLX GROUP LLC	3,600.00
1080440	27-Apr-2023	BMF IV AZ LAGUNA VILLAGE LLC	9,361.00
716380	19-Apr-2023	BODINE, CHRIS (R)	56.30
716430	20-Apr-2023	BOOS, NICHOLAS W	359.00
715912	05-Apr-2023	BORDER STATES ELECTRIC SUPPLY	2,948.34
1080474	27-Apr-2023	BOTROS, ASAMA	1,795.00
715913	05-Apr-2023	BOUND TREE MEDICAL LLC	4,164.83
716288	19-Apr-2023	BOUND TREE MEDICAL LLC	10,274.45
716154	12-Apr-2023	BOYD, ZACHARY (R)	21.51
716381	19-Apr-2023	BOYER, VANESSA (R)	93.81
716628	26-Apr-2023	BPGRAPHICS, INC	293.06
716382	19-Apr-2023	BRAKLEY, NICHOLAS (R)	35.74
716510	26-Apr-2023	BRANDJES, LOUANN (R)	46.64

716511	26-Apr-2023	BRANTON, DAVID (R)	92.59
716155	12-Apr-2023	BRAUX, TRISTIN (R)	52.73
1080521	27-Apr-2023	BRAVO, DEBORAH LYNN	1,014.00
716003	06-Apr-2023	BREIT MF LUMIERE CHANDLER LLC	2,788.00
716682	27-Apr-2023	BREIT MF LUMIERE CHANDLER LLC	3,485.00
1080214	06-Apr-2023	BRENNTAG PACIFIC INC	7,924.48
1080262	13-Apr-2023	BRENNTAG PACIFIC INC	8,363.21
1080317	20-Apr-2023	BRENNTAG PACIFIC INC	9,139.39
1080369	27-Apr-2023	BRENNTAG PACIFIC INC	16,092.45
715914	05-Apr-2023	BREYER LAW GROUP (R)	10.00
715915	05-Apr-2023	BRICKS 4 KIDZ	4,860.00
716629	26-Apr-2023	BRIGHT TOUCH PAINTING LLC	780.00
1080217	06-Apr-2023	BRIGHTVIEW LANDSCAPE SERVICES, INC	11,311.81
1080267	13-Apr-2023	BRIGHTVIEW LANDSCAPE SERVICES, INC	13,638.41
1080323	20-Apr-2023	BRIGHTVIEW LANDSCAPE SERVICES, INC	216,675.06
1080372	27-Apr-2023	BRIGHTVIEW LANDSCAPE SERVICES, INC	56,444.44
715916	05-Apr-2023	BROOKSIES PROPANE	44.54
1080463	27-Apr-2023	BROTHERS TAEKWON DO INC	1,149.00
716683	27-Apr-2023	BROWN, JACK	1,050.00
716383	19-Apr-2023	BROWN, LENORE (R)	2,108.00
716156	12-Apr-2023	BRYAN, JOHN (R)	25.05
1080263	13-Apr-2023	BSN SPORTS INC	428.40
716431	20-Apr-2023	BUCHANAN, KRISTOFFER E	359.00
1080307	13-Apr-2023	BUELT, JULIE K	179.00
716432	20-Apr-2023	BUENROSTRO, NICHOLAS	420.00
715917	05-Apr-2023	BUESING CORPORATION	487.37
716029	12-Apr-2023	BUESING CORPORATION	292.24
716289	19-Apr-2023	BUESING CORPORATION	65.07
716630	26-Apr-2023	BUESING CORPORATION	50.00
715855	05-Apr-2023	BULLEN, CHARLIE (R)	47.18
1080564	27-Apr-2023	BURCH, CHRISTOPHER	1,285.00
716384	19-Apr-2023	BURCH, JESSICA (R)	78.47
1080498	27-Apr-2023	BURNHAM, TIMOTHY	396.00
1080516	27-Apr-2023	BURTON, DOUGLAS J	1,510.00
716157	12-Apr-2023	BUSCAGLIO, HEATHER (R)	86.31
716030	12-Apr-2023	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	9,296.60
716631	26-Apr-2023	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	14,516.69
716433	20-Apr-2023	CACCIOLA, ADRIANA A	94.00
716684	27-Apr-2023	CALDWELL PROPERTY SOLUTIONS	1,306.00
716659	27-Apr-2023	CALLIS, HEATHER L	72.90
716385	19-Apr-2023	CALLOWAY, JENNIFER (R)	64.43
716632	26-Apr-2023	CAPITAL PUMP & EQUIPMENT LLC	4,333.00
716031	12-Apr-2023	CARBON ACTIVATED CORPORATION	54,283.20
716633	26-Apr-2023	CARBON ACTIVATED CORPORATION	51,754.80
716290	19-Apr-2023	CARESPOT, LLC (R)	120.00
716158	12-Apr-2023	CARLSON, LINDA (R)	45.10
716512	26-Apr-2023	CARLSON-SYPEK, BEN (R)	58.16
1080383	27-Apr-2023	CAROLLO ENGINEERS	22,789.90
715988	06-Apr-2023	CARROLL, BRADLEY J	118.00
716159	12-Apr-2023	CARROLL, TIM (R)	21.27
716291	19-Apr-2023	CARTRIGHTS DRAIN SERVICE INC	725.00
1080266	13-Apr-2023	CE WILSON CONSULTING, LLC	12,842.50

1080322	20-Apr-2023	CE WILSON CONSULTING, LLC	14,495.00
1080257	13-Apr-2023	CEM-TEC CORPORATION	586.44
1080384	27-Apr-2023	CEM-TEC CORPORATION	1,741.94
1080221	06-Apr-2023	CENTURYLINK	0.01
1080222	06-Apr-2023	CENTURYLINK	0.05
716032	12-Apr-2023	CENTURYLINK	8,753.46
1080319	20-Apr-2023	CENTURYLINK	3,381.12
1080377	27-Apr-2023	CENTURYLINK	0.07
716634	26-Apr-2023	CERNER CORPORATION	22,436.17
716160	12-Apr-2023	CHAN, JAMIE (R)	5.43
716635	26-Apr-2023	CHANDLER CULTURAL FOUNDATION (R)	63.00
716636	26-Apr-2023	CHANDLER FIREFIGHTER CHARITIES	9,878.00
1080432	27-Apr-2023	CHANDLER GARDENS	22,817.00
1080542	27-Apr-2023	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	28,152.00
715918	05-Apr-2023	CHANDLER SCHOOL BOOSTERS, INC.	500.00
715919	05-Apr-2023	CHANDLER SCHOOL BOOSTERS, INC.	500.00
715920	05-Apr-2023	CHANDLER UNIFIED SCHOOL DISTRICT #80	500.00
715921	05-Apr-2023	CHANDLER UNIFIED SCHOOL DISTRICT #80	500.00
715922	05-Apr-2023	CHANDLER UNIFIED SCHOOL DISTRICT #80	500.00
715923	05-Apr-2023	CHANDLER UNIFIED SCHOOL DISTRICT #80	500.00
716434	20-Apr-2023	CHANDLER UNIFIED SCHOOL DISTRICT #80	200.00
716637	26-Apr-2023	CHANDLER UNIFIED SCHOOL DISTRICT #80	200.00
716292	19-Apr-2023	CHANDLER-GILBERT COMMUNITY COLLEGE	8,819.60
716033	12-Apr-2023	CHAPIN, GINA	320.23
716161	12-Apr-2023	CHAVALI, FRI CHAITRA (R)	50.66
716638	26-Apr-2023	CHC: CREATING HEALTHIER COMMUNITIES	1,190.00
716386	19-Apr-2023	CHEN, GUAN HAO (R)	34.98
716435	20-Apr-2023	CHEPELSKY, BETH A	55.29
716034	12-Apr-2023	CHILLER CITY CORP	1,331.00
716162	12-Apr-2023	CHU, SIU (R)	84.35
716293	19-Apr-2023	CITY OF CHANDLER	1,080.00
716004	06-Apr-2023	CITY OF GLENDALE (233-5)	2,637.52
716246	12-Apr-2023	CITY OF ORLANDO HOUSING AUTHORITY	5,093.80
716554	26-Apr-2023	CITY OF PHOENIX	100.00
1080209	06-Apr-2023	CITY WIDE PEST CONTROL INC	1,445.00
1080313	20-Apr-2023	CITY WIDE PEST CONTROL INC	2,860.00
715924	05-Apr-2023	CIVICPLUS, LLC	1,024.10
716639	26-Apr-2023	CLARK HILL PLC	5,006.00
716640	26-Apr-2023	CLARK HILL PLC	2,721.60
716641	26-Apr-2023	CLARK HILL PLC	2,425.50
1080205	06-Apr-2023	CLEANVIEW SEWER INSPECTIONS LLC	6,986.52
1080253	13-Apr-2023	CLEANVIEW SEWER INSPECTIONS LLC	200.00
1080310	20-Apr-2023	CLEANVIEW SEWER INSPECTIONS LLC	3,548.07
716513	26-Apr-2023	CLIFTON, NICOLE (R)	91.84
715925	05-Apr-2023	CLUBCONNECT, L.L.C.	145.54
716387	19-Apr-2023	COLE-RED JV ARIZONA PORTFOLIO LLC (R)	2,402.15
716035	12-Apr-2023	COMMERCIAL POOL REPAIR	31,138.30
716294	19-Apr-2023	COMMERCIAL POOL REPAIR	7,956.59
716642	26-Apr-2023	COMMERCIAL POOL REPAIR	11,342.65
1080215	06-Apr-2023	COMPLETE SPRAY SYSTEMS	38,287.10
715926	05-Apr-2023	COMPUTER AID, INC	125,551.51
716036	12-Apr-2023	COMPUTER AID, INC	46,355.00

716295	19-Apr-2023	COMPUTER AID, INC	13,494.24
715856	05-Apr-2023	CONLEY, CORY (R)	120.00
716643	26-Apr-2023	CONSOR NORTH AMERICA, INC	17,566.00
1080258	13-Apr-2023	CONSULTANT ENGINEERING INC	64,012.24
1080371	27-Apr-2023	CONTINENTAL FLOORING CO	2,868.15
716163	12-Apr-2023	COOK, MADISON (R)	50.56
715927	05-Apr-2023	CORE & MAIN LP	524.28
716037	12-Apr-2023	CORE & MAIN LP	4,453.05
716296	19-Apr-2023	CORE & MAIN LP	17,566.02
716644	26-Apr-2023	CORE & MAIN LP	11,843.77
716645	26-Apr-2023	CORE CONSTRUCTION INC	700,364.35
716038	12-Apr-2023	CORVEL ENTERPRISE COMP INC	12,028.00
1080550	27-Apr-2023	COSTALES, ABEL	624.00
716514	26-Apr-2023	COVEY, JENNA (R)	34.74
716039	12-Apr-2023	COX BUSINESS	830.64
716515	26-Apr-2023	COYOTE, MAINOR (R)	62.18
716646	26-Apr-2023	CPAAC	329.00
716040	12-Apr-2023	CRAWFORD MECHANICAL SERVICES, LLC	1,573.33
716297	19-Apr-2023	CRAWFORD MECHANICAL SERVICES, LLC	1,726.90
716164	12-Apr-2023	CRUGNALE, LEE ANN (R)	5.52
1080219	06-Apr-2023	CS CONSTRUCTION INC	171,752.00
716436	20-Apr-2023	CURRO, BRANDON J	474.00
716042	12-Apr-2023	D L SALES CORP	11,069.40
716647	26-Apr-2023	D L SALES CORP	2,888.27
716437	20-Apr-2023	D'ARCANGELO-LARSON, DEANNA L	398.00
716660	27-Apr-2023	D'ARCANGELO-LARSON, DEANNA L	30.00
1080450	27-Apr-2023	DAVID INVESTMENT LLC	748.00
716648	26-Apr-2023	DAVIDSON & BELLUSO, INC	103,436.50
716516	26-Apr-2023	DAVIS, ROBERT (R)	66.12
715928	05-Apr-2023	DAY AUTO SUPPLY, INC	2,423.26
716298	19-Apr-2023	DAY AUTO SUPPLY, INC	2,518.37
716649	26-Apr-2023	DAY AUTO SUPPLY, INC	1,543.01
716517	26-Apr-2023	DE LA ROSA, JESSE (R)	6.95
1080362	20-Apr-2023	DEANDA, JESUS	30.00
716661	27-Apr-2023	DEANDA, JESUS	30.00
1080363	20-Apr-2023	DEANDA, MELISSA K	474.00
715930	05-Apr-2023	DECA SOUTHWEST	38,281.80
716043	12-Apr-2023	DECA SOUTHWEST	2,456.25
716650	26-Apr-2023	DECA SOUTHWEST	16,883.90
716651	26-Apr-2023	DECON WATER TECHNOLOGIES (R)	110.00
716438	20-Apr-2023	DEFELICE, CHANTALE (R)	25.75
716249	13-Apr-2023	DEL RINCON, MARIO (R)	54.75
716044	12-Apr-2023	DELL FINANCIAL SERVICES LLC	134,366.26
715931	05-Apr-2023	DELTA DENTAL OF ARIZONA	10,484.16
715932	05-Apr-2023	DELTA DENTAL OF ARIZONA	169,215.00
716045	12-Apr-2023	DENNIS L LOPEZ & ASSOCIATES LLC	525.00
716046	12-Apr-2023	DENNIS L LOPEZ & ASSOCIATES LLC	2,500.00
716165	12-Apr-2023	DENNIS, TADZIA (R)	107.85
716388	19-Apr-2023	DERGIN, ZACHARY (R)	70.64
715933	05-Apr-2023	DESERT TOX, LLC	2,877.90
1080210	06-Apr-2023	DEVAU HUMAN RESOURCES	8,079.93
1080260	13-Apr-2023	DEVAU HUMAN RESOURCES	35,600.41

1080316	20-Apr-2023	DEVAU HUMAN RESOURCES	4,290.31
1080367	27-Apr-2023	DEVAU HUMAN RESOURCES	16,552.58
715857	05-Apr-2023	DEVORE, FRED (R)	46.82
716166	12-Apr-2023	DIAZ, CHRISTINE (R)	65.18
716047	12-Apr-2023	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	16,671.00
716299	19-Apr-2023	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	52,647.75
715934	05-Apr-2023	DIBBLE CM, LLC	76,124.00
716300	19-Apr-2023	DIBBLE CM, LLC	76,196.64
716439	20-Apr-2023	DIETZ, ASHLEY A	116.00
716440	20-Apr-2023	DIEU, STEPHEN L	420.00
716048	12-Apr-2023	DIG STUDIO INC	2,405.00
716652	26-Apr-2023	DIG STUDIO INC	1,024.00
715935	05-Apr-2023	DJRON	600.00
716685	27-Apr-2023	DO, HUNG VAN	893.00
716389	19-Apr-2023	DOUGHERTY, MEGAN (R)	90.54
716518	26-Apr-2023	DOWNING, JASON (R)	54.34
715858	05-Apr-2023	DOWNTOWN CHANDLER AUTO (R)	1,245.98
716049	12-Apr-2023	DP AIR CORP	118.00
715936	05-Apr-2023	DPC ENTERPRISES LP	44,840.53
716301	19-Apr-2023	DPC ENTERPRISES LP	4,902.47
716653	26-Apr-2023	DPC ENTERPRISES LP	81,213.85
716686	27-Apr-2023	DUCKS & ASSOC REALTY INC	1,313.00
715859	05-Apr-2023	DUMAS, ANDREW (R)	30.63
716662	27-Apr-2023	DUNCAN, NATHAN A	319.00
716167	12-Apr-2023	DUNN, JACLYN (R)	34.27
716168	12-Apr-2023	DUTT, SARA (R)	60.15
1080216	06-Apr-2023	DYE CARBONIC	1,030.84
1080264	13-Apr-2023	DYE CARBONIC	1,891.87
1080318	20-Apr-2023	DYE CARBONIC	1,271.55
1080370	27-Apr-2023	DYE CARBONIC	593.30
1080269	13-Apr-2023	DYNAMIC OFFICIALS AND SPORTS	494.00
1080325	20-Apr-2023	DYNAMIC OFFICIALS AND SPORTS	2,356.00
1080374	27-Apr-2023	DYNAMIC OFFICIALS AND SPORTS	2,128.00
715942	05-Apr-2023	EAR PROFESSIONAL AUDIO VIDEO	4,615.58
716052	12-Apr-2023	EAR PROFESSIONAL AUDIO VIDEO	625.00
715943	05-Apr-2023	EARNHARDT	300.01
715944	05-Apr-2023	EARNHARDT	133.85
716304	19-Apr-2023	EARNHARDT	4,003.47
716305	19-Apr-2023	EARNHARDT	1,307.55
716555	26-Apr-2023	EARNHARDT	3,401.05
716556	26-Apr-2023	EARNHARDT	181.60
715945	05-Apr-2023	EARNHARDT CHEVROLET	14,110.15
716306	19-Apr-2023	EARNHARDT CHEVROLET	14,018.10
716557	26-Apr-2023	EARNHARDT CHEVROLET	13,076.31
1080394	27-Apr-2023	EARNHARDT TOYOTA	108.01
716390	19-Apr-2023	EBAY INC (R)	5,604.56
715946	05-Apr-2023	EDEN, GERALD BUCHANAN JR	100.00
1080488	27-Apr-2023	EKSS LLC	1,153.00
715860	05-Apr-2023	ELIKER, SARAH (R)	96.10
716391	19-Apr-2023	ELLICOTT, TERRY (R)	75.96
716053	12-Apr-2023	ELONTEC, LLC	720.00
716441	20-Apr-2023	ELTRINGHAM, BILLIE F	420.00

715947	05-Apr-2023	EMPIRE SOUTHWEST	104,102.25
716558	26-Apr-2023	ENERGYCAP, LLC	28,499.01
715948	05-Apr-2023	ENTELLUS INC	51,053.35
716054	12-Apr-2023	ENTELLUS INC	3,748.63
716559	26-Apr-2023	ENTELLUS INC	10,862.18
716055	12-Apr-2023	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	685.00
1080484	27-Apr-2023	EPICENTER HOLDINGS LLC	4,416.00
716392	19-Apr-2023	ESAENA, MARCIE (R)	9.68
716687	27-Apr-2023	ESHAQ, MUNAIM GEORGE ABU	479.00
716307	19-Apr-2023	EUROFINS ENVIRONMENT TESTING SOUTHWEST LLC	416.00
716560	26-Apr-2023	EUROFINS TESTAMERICA	50.00
716056	12-Apr-2023	EVEREST COMMUNICATIONS	9,319.25
716057	12-Apr-2023	EVERGREEN INTERPRETING SERVICE CORP	150.00
716688	27-Apr-2023	EVERGREEN ON HAYDEN LANE APARTMENTS	2,557.00
1080281	13-Apr-2023	EWING IRRIGATION PRODUCTS INC	913.70
1080333	20-Apr-2023	EWING IRRIGATION PRODUCTS INC	228.06
1080396	27-Apr-2023	EWING IRRIGATION PRODUCTS INC	5,039.95
716561	26-Apr-2023	EXCALIBUR HARDWOOD FLOORS, LLC	6,880.08
716562	26-Apr-2023	EXERPLAY INC	39,717.21
715949	05-Apr-2023	EXTRAORDINARY BALANCE	7,500.00
715950	05-Apr-2023	FACTORY MOTOR PARTS COMPANY	2,109.50
716308	19-Apr-2023	FACTORY MOTOR PARTS COMPANY	436.31
716563	26-Apr-2023	FACTORY MOTOR PARTS COMPANY	1,035.42
716689	27-Apr-2023	FARNSWORTH REALTY & MANAGEMENT	1,816.00
716058	12-Apr-2023	FASTER ASSET SOLUTIONS	2,800.00
715951	05-Apr-2023	FCI CONSTRUCTORS, INC	19,097.50
1080504	27-Apr-2023	FENG, WINNIE	1,393.00
715952	05-Apr-2023	FENNEMORE CRAIG, P.C.	18,516.00
716059	12-Apr-2023	FERGUSON ENTERPRISES, LLC	37.31
716309	19-Apr-2023	FERGUSON ENTERPRISES, LLC	72.36
716169	12-Apr-2023	FERIANCEK, WILLIAM (R)	65.57
716442	20-Apr-2023	FERNANDES, GRATIAN (R)	82.59
715861	05-Apr-2023	FERNANDEZ, JORGE (R)	95.43
716250	13-Apr-2023	FERRARA, JOANNA (R)	155.00
716310	19-Apr-2023	FIBERQUANT	1,165.50
716060	12-Apr-2023	FIELDPRINT, INC	1,041.00
1080468	27-Apr-2023	FINNEY, JESSE	1,766.00
715953	05-Apr-2023	FITE LAW GROUP, LLC (R)	5.00
716170	12-Apr-2023	FITTS, JAMIL (R)	91.96
716005	06-Apr-2023	FLAGSTAFF HOUSING AUTHORITY	1,910.76
1080379	27-Apr-2023	FLEXIBLE BENEFIT ADMINISTRATORS INC	621.60
1080380	27-Apr-2023	FLEXIBLE BENEFIT ADMINISTRATORS INC	797.50
716443	20-Apr-2023	FLORES, VICTORIA S	420.00
715954	05-Apr-2023	FLYERS ENERGY LLC	54,879.59
716311	19-Apr-2023	FLYERS ENERGY LLC	91,281.67
716564	26-Apr-2023	FLYERS ENERGY LLC	34,093.34
1080502	27-Apr-2023	FOCUS LLC	2,943.00
716565	26-Apr-2023	FOR OUR CITY-CHANDLER	238.00
716312	19-Apr-2023	FORENSIC VIDEO DEPOSITION SERVICES INC	1,510.00
716566	26-Apr-2023	FOSTER & FREEMAN USA INC	73,894.40
1080275	13-Apr-2023	FOSTER ELECTRIC MOTOR SERVICE, INC	150.00
1080389	27-Apr-2023	FOSTER ELECTRIC MOTOR SERVICE, INC	5,773.45

716519	26-Apr-2023	FREEMAN, JAYDEN (R)	66.19
716469	26-Apr-2023	FRENCHAM	1,000.00
1080561	27-Apr-2023	FRESNO INVESTMENTS	1,968.00
716567	26-Apr-2023	FRIENDS OF THE CHANDLER LIBRARY	63.00
716520	26-Apr-2023	FROSLIE, MELANIE (R)	56.81
716061	12-Apr-2023	FRUTH GROUP INC	10,073.09
716568	26-Apr-2023	FSL HOME IMPROVEMENTS	17,157.03
716690	27-Apr-2023	GANAPATHY, RAMSUNDAR	2,023.00
716691	27-Apr-2023	GANI, OSAMA S	1,352.00
716171	12-Apr-2023	GARAVITO, JAVIER (R)	96.00
716251	13-Apr-2023	GARCIA, ALBERTO	47.41
716692	27-Apr-2023	GARCIA, CRISTINA	277.00
716172	12-Apr-2023	GARCIA, HERBERT (R)	54.83
716173	12-Apr-2023	GARCIA, STEPHANIE (R)	75.92
715955	05-Apr-2023	GARRETT BECWAR MUSICIAN	450.00
715956	05-Apr-2023	GAVAN & BARKER INC	18,821.98
716569	26-Apr-2023	GEOSYSTEMS ANALYSIS INC	3,832.50
716693	27-Apr-2023	GHAMRAOUI, SABAH K	1,827.00
1080395	27-Apr-2023	GHASTER PAINTING & COATINGS INC	1,500.00
716062	12-Apr-2023	GHD INC	27,413.25
716694	27-Apr-2023	GHOMRAWI, ABDALLAH	688.00
716174	12-Apr-2023	GIBULA, ANDREW (R)	50.66
716313	19-Apr-2023	GILA RIVER INDIAN COMMUNITY	11,363.56
716314	19-Apr-2023	GILA RIVER TELECOMMUNICATION	217.87
715937	05-Apr-2023	GILBERT MUNICIPAL COURT	200.00
716315	19-Apr-2023	GILBERT PUBLIC SCHOOLS	965.25
1080570	27-Apr-2023	GILBERT, JUSTIN	1,425.00
1080566	27-Apr-2023	GILBERT, THURMAN	2,615.00
1080452	27-Apr-2023	GIRGIS, JAKLINE	1,643.00
1080309	13-Apr-2023	GJONZENELI, MURAT	3,660.00
1080505	27-Apr-2023	GJONZENELI, MURAT	4,994.00
715957	05-Apr-2023	GLENNIE REPORTING SERVICES	581.50
716063	12-Apr-2023	GLENNIE REPORTING SERVICES	744.95
1080445	27-Apr-2023	GO GET IT INVESTMENTS LLC	951.00
1080398	27-Apr-2023	GOERING, ROBERT, RUBIN, BROGNA, ENOS & TREADWELL-RUBIN, P.C.	797.39
1080525	27-Apr-2023	GOLD COAST REALTY	1,138.00
1080467	27-Apr-2023	GOLD STONE INVESTMENT LLC	2,000.00
715989	06-Apr-2023	GOMEZ, FERNANDO G	60.00
716064	12-Apr-2023	GONZALEZ & SMITH, P. C.	4,167.00
716065	12-Apr-2023	GORDWIN LAW, PLLC	4,167.00
1080547	27-Apr-2023	GORE, VIPUL	1,089.00
715958	05-Apr-2023	GOUDELIS, IOANNIS	450.00
1080558	27-Apr-2023	GOVINDARAJAN, OMKAR	1,690.00
715959	05-Apr-2023	GRAINGER	1,582.16
715960	05-Apr-2023	GRAINGER	5,240.53
716066	12-Apr-2023	GRAINGER	1,631.23
716067	12-Apr-2023	GRAINGER	506.60
716316	19-Apr-2023	GRAINGER	372.65
716317	19-Apr-2023	GRAINGER	445.38
716570	26-Apr-2023	GRAINGER	3,542.82
716571	26-Apr-2023	GRAINGER	2,095.20
716318	19-Apr-2023	GRANITE CONSTRUCTION COMPANY	713,003.83

716068	12-Apr-2023	GREAT TRAINING LLC	1,495.00
716521	26-Apr-2023	GRIFFITHS, LORA (R)	42.00
716175	12-Apr-2023	GROSSO, ROBERT (R)	34.95
716572	26-Apr-2023	GROUNDS CONTROL LLC	34,333.76
1080495	27-Apr-2023	GUERRERO, LAURIE	2,122.00
1080492	27-Apr-2023	GUERRERO, ROSE	5,232.00
715862	05-Apr-2023	GUNSIGHT CONSTRUCTION CORP (R)	1,338.07
716252	13-Apr-2023	GUTENSON, CASSANDRA J	329.00
715961	05-Apr-2023	HACH COMPANY	10,610.80
1080532	27-Apr-2023	HADAWAY, MICHELLE VIVIANNE	1,536.00
1080567	27-Apr-2023	HADEED, JAMES	1,318.00
1080551	27-Apr-2023	HALL, ERIC	982.00
1080454	27-Apr-2023	HAMMEL INVESTMENTS, LLC	985.00
1080509	27-Apr-2023	HANDZEL, SHARON C	1,244.00
716444	20-Apr-2023	HANSEN, SHAWN F	499.99
715863	05-Apr-2023	HANWAY, DARREN (R)	278.24
715962	05-Apr-2023	HAPPY BEAT MUSIC INC	1,500.00
716176	12-Apr-2023	HARBOLT, RICHARD (R)	27.93
716445	20-Apr-2023	HART, JANICE (R)	35.00
1080441	27-Apr-2023	HARTFORD APARTMENTS	5,071.00
716663	27-Apr-2023	HARTKE, KEVIN	125.78
716573	26-Apr-2023	HAWKEYE ELECTRIC INC	4,322.00
716069	12-Apr-2023	HAYDON COMPANIES LLC	741,678.48
715864	05-Apr-2023	HAYES, TIFFANY (R)	9.60
1080459	27-Apr-2023	HAZELTINE RENTALS LLC	1,956.00
715963	05-Apr-2023	HAZEN AND SAWYER	83,172.60
716319	19-Apr-2023	HDR ENGINEERING INC	18,478.47
1080233	06-Apr-2023	HEINFELD, MEECH & CO PC	1,787.50
1080400	27-Apr-2023	HEINFELD, MEECH & CO PC	2,145.00
1080447	27-Apr-2023	HENES, HAIDY	1,197.00
715964	05-Apr-2023	HENSLEY BEVERAGE COMPANY (R)	170.00
1080430	27-Apr-2023	HERNANDEZ, ERIBERTO	1,334.00
715865	05-Apr-2023	HERRERA, PATRICIA (R)	54.42
716177	12-Apr-2023	HEWETT, SHAUNA (R)	39.72
716178	12-Apr-2023	HILSON, JUDY (R)	86.63
1080549	27-Apr-2023	HOANG, BUUCHAU QUOC	2,423.00
716179	12-Apr-2023	HOANG, KHOA (R)	17.70
1080274	13-Apr-2023	HORIZON DISTRIBUTORS INC	824.65
1080327	20-Apr-2023	HORIZON DISTRIBUTORS INC	1,538.02
1080387	27-Apr-2023	HORIZON DISTRIBUTORS INC	161.75
715938	05-Apr-2023	HOSEPOWERUSA AND/OR COMPLETE SAFETY	135.11
716320	19-Apr-2023	HOSEPOWERUSA AND/OR COMPLETE SAFETY	475.09
716070	12-Apr-2023	HOT SHOT DELIVERY, INC	34.09
716574	26-Apr-2023	HOT SHOT DELIVERY, INC	51.11
715866	05-Apr-2023	HOU, JINGYI (R)	45.85
716006	06-Apr-2023	HOUSING AUTHORITY OF JOLIET	2,211.76
715867	05-Apr-2023	HOYT, SKYLER (R)	67.96
715965	05-Apr-2023	HUBER TECHNOLOGY, INC	107,845.28
715966	05-Apr-2023	HUD-FAD COLLECTIONS-FT. WORTH (R)	92,729.00
716743	27-Apr-2023	HUENNEKE, EMMA B	82.04
716695	27-Apr-2023	HUERTA, JUANITA	160.00
716393	19-Apr-2023	HUESCA MEJICANO REGION (R)	43.81

716180	12-Apr-2023	HUMPHREYS, LAURA (R)	76.82
716522	26-Apr-2023	HUNT, CHRISTOPHER (R)	32.20
1080386	27-Apr-2023	HUNTER CONTRACTING CO	114,281.21
1080508	27-Apr-2023	HYF INVESTCO, LLC	743.00
716696	27-Apr-2023	IH5 PROPERTY BORROWER LP	2,103.00
716697	27-Apr-2023	IH6 PROPERTY BORROWER LP	6,870.00
1080466	27-Apr-2023	IMT CAPITAL VI CHANDLER LLC	8,119.00
715868	05-Apr-2023	INCHIN'S BAMBOO GARDEN CHANDLER LLC (R)	23.05
716071	12-Apr-2023	INDUSTRIAL COMMISSION OF AZ	9,085.75
716072	12-Apr-2023	INGRAM LIBRARY SERVICES	379.57
1080231	06-Apr-2023	IN-PIPE TECHNOLOGY	11,000.00
716321	19-Apr-2023	INSTRUMENTATION AND CONTROLS LLC	4,971.62
716073	12-Apr-2023	INTECH HEALTH VENTURES	7,216.50
716575	26-Apr-2023	INTECH HEALTH VENTURES	264.00
1080388	27-Apr-2023	INTELLITIME SYSTEMS CORPORATION	27,222.69
715967	05-Apr-2023	INTERSTATE BATTERY SYSTEM OF PHX	788.90
715968	05-Apr-2023	INTERWEST SAFETY SUPPLY LLC	2,649.19
716322	19-Apr-2023	INTERWEST SAFETY SUPPLY LLC	977.40
1080524	27-Apr-2023	INVESTAR REAL ESTATE SPECIALISTS LLC	1,310.00
716074	12-Apr-2023	INVESTIGATIVE RESEARCH INC	257.50
716467	20-Apr-2023	J & B INVESTMENT	385.00
716698	27-Apr-2023	J & B INVESTMENT	2,075.00
716394	19-Apr-2023	J & F BORING, LLC (R)	1,194.14
716323	19-Apr-2023	J.S. HELD LLC	9,767.50
1080390	27-Apr-2023	J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC	9,045.78
715869	05-Apr-2023	JABUSCH, LILLIAN (R)	43.60
716181	12-Apr-2023	JACKSON, DAN (R)	38.06
1080228	06-Apr-2023	JACOBO LAW FIRM, PLLC	4,167.00
1080329	20-Apr-2023	JACOBS ENGINEERING GROUP	19,691.78
1080424	27-Apr-2023	JAIN, VIKAS	1,077.00
1080225	06-Apr-2023	JAMES COOKE & HOBSON	305,888.00
1080332	20-Apr-2023	JAMES COOKE & HOBSON	15,252.00
1080393	27-Apr-2023	JAMES COOKE & HOBSON	12,065.00
716075	12-Apr-2023	JAZZ IN ARIZONA INC.	800.00
1080528	27-Apr-2023	JDC INVESTMENTS LLC	1,073.00
1080279	13-Apr-2023	JEFF MARTIN CONSULTING LLC	1,334.70
715870	05-Apr-2023	JERDEE, CASSANDRA (R)	162.30
1080533	27-Apr-2023	JJBMC PROPERTIES LLC	2,953.00
715871	05-Apr-2023	JOHN, JOCELYN (R)	80.66
716182	12-Apr-2023	JOHNSON, KAYLA (R)	24.17
716183	12-Apr-2023	JOHNSON, MORGAN (R)	64.66
715990	06-Apr-2023	JONAS, LUCAS A	355.00
715872	05-Apr-2023	JONES, DELIJAH (R)	36.85
1080479	27-Apr-2023	JONES, PATRICIA A.	2,001.00
716699	27-Apr-2023	JOSHI, PRANAV	2,145.00
716700	27-Apr-2023	JOU, SEN T	2,946.00
716701	27-Apr-2023	JRS GUERRERO LIMITED PARTNERSHIP	6,062.00
716576	26-Apr-2023	JR'S SHOES AND BOOTS, LLC	311.57
1080278	13-Apr-2023	JUST PLANT DESIGNERS INC	165.00
716076	12-Apr-2023	K2 ELECTRIC, LLC	66,573.00
716577	26-Apr-2023	K2 ELECTRIC, LLC	16,902.00
716702	27-Apr-2023	KACHINA APARTMENTS	2,933.00

716253	13-Apr-2023	KAME, JAMES N	7.95
716077	12-Apr-2023	KANOPY LLC	2,099.00
716664	27-Apr-2023	KAO, TAWN T	893.35
716523	26-Apr-2023	KAPR, BEAUX (R)	40.23
1080435	27-Apr-2023	KARAMIZAKHERADI, NAVID	2,125.00
716078	12-Apr-2023	KARY ENVIRONMENTAL SERVICES INC	2,929.89
716324	19-Apr-2023	KARY ENVIRONMENTAL SERVICES INC	3,367.00
716578	26-Apr-2023	KARY ENVIRONMENTAL SERVICES INC	9,270.04
716703	27-Apr-2023	KASIM, WISAM	4,050.00
1080512	27-Apr-2023	KATZ, JENNIFER ANN	1,192.00
716184	12-Apr-2023	KAUGMAN-VIGIL, ILANA (R)	19.24
715873	05-Apr-2023	KAZAME, HELALUDIN (R)	58.73
716665	27-Apr-2023	KEE, PAUL D	25.30
716579	26-Apr-2023	KELLER ELECTRICAL INDUSTRIES INC	4,336.50
716185	12-Apr-2023	KELLEY, MICHAEL (R)	91.82
716524	26-Apr-2023	KERANEN, AMY (R)	77.05
1080545	27-Apr-2023	KHATRI, SHAH	6,140.00
1080482	27-Apr-2023	KHILLAN, RAJNEEK	1,730.00
1080543	27-Apr-2023	KIANPOUR, FARAMARZ	899.00
1080223	06-Apr-2023	KIMLEY-HORN AND ASSOCIATES, INC	7,260.10
1080328	20-Apr-2023	KIMLEY-HORN AND ASSOCIATES, INC	54,792.67
1080391	27-Apr-2023	KIMLEY-HORN AND ASSOCIATES, INC	8,586.83
715969	05-Apr-2023	KING CONCRETE, INC	2,214.72
716079	12-Apr-2023	KING CONCRETE, INC	1,036.04
716325	19-Apr-2023	KING CONCRETE, INC	2,145.10
716580	26-Apr-2023	KING CONCRETE, INC	1,540.08
716007	06-Apr-2023	KING COUNTY HOUSING AUTHORITY	6,091.80
715874	05-Apr-2023	KINSELLA, GREGORY (R)	49.51
716186	12-Apr-2023	KINSLEY, ERIC (R)	52.47
716326	19-Apr-2023	KITCHELL/CEM INC	27,185.00
1080476	27-Apr-2023	KRAMER, NEAL	1,886.00
1080539	27-Apr-2023	KRUY IN, BUN	1,118.00
716446	20-Apr-2023	KULTALA, DAVID P	359.00
716187	12-Apr-2023	KWAN, MUGNAM (R)	55.54
716188	12-Apr-2023	KYAI, DORCAS (R)	57.82
716080	12-Apr-2023	L P RENT A FENCE	2,371.60
716189	12-Apr-2023	LA, KELLY (R)	38.38
715875	05-Apr-2023	LABRANCHE, BEVERLY (R)	54.31
1080534	27-Apr-2023	LAM, CHI MING	1,569.00
716525	26-Apr-2023	LANDON, VERONICA (R)	46.89
716190	12-Apr-2023	LANDRUM, ROBERT (R)	101.32
716191	12-Apr-2023	LANE, LINDA (R)	36.27
715970	05-Apr-2023	LANGUAGE CONNECTION	380.00
716081	12-Apr-2023	LANGUAGE CONNECTION	190.00
716581	26-Apr-2023	LANGUAGE CONNECTION	190.00
716327	19-Apr-2023	LANGUAGE TESTING INTERNATIONAL	748.00
716008	06-Apr-2023	LANTIGUA, CARMEN (R)	77.00
716447	20-Apr-2023	LAPP, LISA M	179.00
715991	06-Apr-2023	LARISON, BRIAN K	118.00
1080429	27-Apr-2023	LAROUSSI, REDOUANE	1,362.00
1080501	27-Apr-2023	LARSEN DEVELOPMENT LLC	1,261.00
1080283	13-Apr-2023	LAYNE CHRISTENSEN COMPANY	9,372.00

715971	05-Apr-2023	LCPTRACKER INC	21,687.75
1080548	27-Apr-2023	LE, KIEU	1,665.00
1080530	27-Apr-2023	LE, THUC	1,400.00
716082	12-Apr-2023	LEDERMAN, BETH	750.00
1080427	27-Apr-2023	LEE, KEVIN	2,097.00
1080489	27-Apr-2023	LEE, LARRY	2,000.00
1080568	27-Apr-2023	LETS REED LLC	509.00
716395	19-Apr-2023	LEVALLEY, VRNDA (R)	105.78
716083	12-Apr-2023	LEVEL 3 COMMUNICATIONS LLC	5,885.35
716328	19-Apr-2023	LEVEL 3 COMMUNICATIONS LLC	710.60
716582	26-Apr-2023	LEVEL 3 COMMUNICATIONS LLC	2,587.59
1080421	27-Apr-2023	LEWERRIT LLC	1,800.00
716192	12-Apr-2023	LEWIS, ELISHA (R)	59.20
716526	26-Apr-2023	LFIL, SAID (R)	41.07
716396	19-Apr-2023	LGE CORPORATION (R)	1,733.94
716527	26-Apr-2023	LI, MAN (R)	41.31
716193	12-Apr-2023	LIANG, JOLLY (R)	27.89
715972	05-Apr-2023	LIFELONG FITNESS BY KATHI	3,410.00
716704	27-Apr-2023	LIFEWELL BEHAVIORAL WELLNESS	1,325.00
716084	12-Apr-2023	LIGHTING UNLIMITED INC	2,112.63
716329	19-Apr-2023	LIGHTING UNLIMITED INC	574.18
716583	26-Apr-2023	LIGHTING UNLIMITED INC	295.33
715973	05-Apr-2023	LIM FAMILY MARTIAL ARTS	2,350.00
1080364	20-Apr-2023	LIN, RONG CHUN	108.00
1080563	27-Apr-2023	LIN, RONG CHUN	2,812.00
716584	26-Apr-2023	LINDSAY ENGINEERING, INC	336.00
716194	12-Apr-2023	LIPKE, SUZANNE (R)	62.13
716009	06-Apr-2023	LITCHFIELD EK LLC	1,495.00
716705	27-Apr-2023	LITCHFIELD EK LLC	1,602.00
715974	05-Apr-2023	LITHO TECH, INC.	7,951.70
716585	26-Apr-2023	LITHO TECH, INC.	2,713.92
716254	13-Apr-2023	LITTLE, AARON M	398.00
1080252	06-Apr-2023	LIU, QIAN	1,149.00
1080469	27-Apr-2023	LIU, QIAN	1,358.00
716397	19-Apr-2023	LMTGRP LLC (R)	363.08
715975	05-Apr-2023	LOCKHART, JERMAINE	600.00
715992	06-Apr-2023	LOGAN, JEREMY E	118.00
716666	27-Apr-2023	LOGAN, JEREMY E	319.50
716586	26-Apr-2023	LOGIC COMPENSATION GROUP, LLC	4,350.00
716085	12-Apr-2023	LOGOCOMOTION	5,535.53
716330	19-Apr-2023	LOGOCOMOTION	390.24
716587	26-Apr-2023	LOKHANATHAN, KARTHIK (R)	5.00
716195	12-Apr-2023	LONG, COURTNEY (R)	97.90
716196	12-Apr-2023	LONIGRO, HUNTER (R)	45.53
716302	19-Apr-2023	LOPEZ, ARNOLDO PROCELA III	872.60
715876	05-Apr-2023	LOPEZ, JUSTIN (R)	29.55
1080465	27-Apr-2023	LOTUS REAL ESTATE LLC	733.00
716528	26-Apr-2023	LOTUS REAL ESTATE LLC (R)	99.55
716706	27-Apr-2023	LPB HOLDING, LLC	927.00
1080481	27-Apr-2023	LUNDIN, ANDREY	1,069.00
716331	19-Apr-2023	LUVERA, MASON	1,124.59
716197	12-Apr-2023	LY, DYLAN (R)	22.15

716086	12-Apr-2023	LYFT INC	4,113.98
716707	27-Apr-2023	LYNN, DANNY	842.00
716087	12-Apr-2023	MACKEY, FRANK	100.00
1080457	27-Apr-2023	MACLAY REAL ESTATE, LLC	2,259.00
716198	12-Apr-2023	MADRID, JODINE (R)	79.53
716708	27-Apr-2023	MAIN STREET RENEWAL LLC	6,881.00
1080557	27-Apr-2023	MAKEY, JAMES	1,050.00
715877	05-Apr-2023	MANINGAS, BIANCA (R)	35.07
716199	12-Apr-2023	MARCOS, SELENA (R)	77.67
716332	19-Apr-2023	MARICOPA COUNTY	175.00
715976	05-Apr-2023	MARICOPA COUNTY TREASURER	25,794.55
716200	12-Apr-2023	MARK BROWER PROPERTIES (R)	67.46
715878	05-Apr-2023	MARK TAYLOR DEVELOPMENT (R)	17,848.26
716201	12-Apr-2023	MARTIN, BRENT (R)	53.91
716398	19-Apr-2023	MARTIN, HAYDEN (R)	37.71
716088	12-Apr-2023	MATHESON TRI-GAS INC	663.70
1080284	13-Apr-2023	MCCARTHY BUILDING COMPANIES, INC	2,997,218.74
1080335	20-Apr-2023	MCCARTHY BUILDING COMPANIES, INC	36,378.19
1080338	20-Apr-2023	MCCARTHY BUILDING COMPANIES, INC	1,262,411.11
716202	12-Apr-2023	MCCREADY, JOSEPH (R)	9.68
716654	26-Apr-2023	MCGADY AND ASSOCIATES PSYCHOLOGICAL SERVICES, PLC	400.00
716399	19-Apr-2023	MCKEE, JAMES (R)	75.59
1080480	27-Apr-2023	MCKINDLES, JOHN	4,233.00
1080538	27-Apr-2023	MCKINLEY, ROSS HARRISON	756.00
716400	19-Apr-2023	MCMANUS, HOLLY (R)	123.80
1080569	27-Apr-2023	MCNELLIS, JOHN	828.00
716709	27-Apr-2023	MCP CROSSWINDS LLC	18,207.00
716588	26-Apr-2023	MECANICA SCIENTIFIC SERVICES CORP	6,958.50
716333	19-Apr-2023	MECHANICAL SOLUTIONS, INC	7,459.80
716448	20-Apr-2023	MEEKER, RANDLE L	359.00
716203	12-Apr-2023	MEFFORD, LISA (R)	40.43
716449	20-Apr-2023	MENDEZ, JOSHUA P	359.00
716089	12-Apr-2023	MESA ENERGY SYSTEMS, INC	5,000.00
716589	26-Apr-2023	MESA ENERGY SYSTEMS, INC	435.00
716334	19-Apr-2023	METZGER'S PAINTING PROFESSIONALS, INC	7,132.00
716529	26-Apr-2023	MEYEROFF, PETER (R)	59.94
716335	19-Apr-2023	MGC CONTRACTORS, INC	23,379.43
716336	19-Apr-2023	MGX EQUIPMENT SERVICES LLC	2,663.27
716590	26-Apr-2023	MGX EQUIPMENT SERVICES LLC	1,789.73
716090	12-Apr-2023	MID-AMERICA ARTS ALLIANCE	9,000.00
716091	12-Apr-2023	MIDWEST TAPE	1,930.74
716450	20-Apr-2023	MIELKE, MITCHELL P	359.00
716092	12-Apr-2023	MILLER MENDEL, INC	962.72
1080496	27-Apr-2023	MILLER, JEFFERY ROBERT	1,208.00
716255	13-Apr-2023	MILLER, RYAN (R)	98.81
716401	19-Apr-2023	MILLKAMP, ANTHONY (R)	8.31
716010	06-Apr-2023	MINNEAPOLIS PUBLIC HOUSING AUTHORITY	799.76
716451	20-Apr-2023	MIRANDA, MICAH R	31.44
716710	27-Apr-2023	MOGHARRABI, SOHRAB	1,180.00
716530	26-Apr-2023	MOHAN, PRASHANT (R)	26.99
715977	05-Apr-2023	MONCE, DENNIS DEAN	600.00
716402	19-Apr-2023	MONTOYA, JULIE (R)	120.00

716204	12-Apr-2023	MOORE, MICHAEL (R)	36.47
715879	05-Apr-2023	MOORMAN, JILLIAN (R)	54.28
716531	26-Apr-2023	MORALES, STACEE (R)	51.20
716205	12-Apr-2023	MORAN, BRYAN (R)	72.35
1080438	27-Apr-2023	MORTENSEN, GLORIA J	1,500.00
716111	12-Apr-2023	MORTON, ROSEMARY	360.00
715978	05-Apr-2023	MOUNTAIN ALARM (R)	85.00
716403	19-Apr-2023	MOUQUIN, ALEXANDRE (R)	37.76
1080527	27-Apr-2023	MRGUDICH, JON A	968.00
716711	27-Apr-2023	MSRAT, LLC	2,016.00
716591	26-Apr-2023	MUNICIPAL EMERGENCY SERVICES INC	20,512.57
716093	12-Apr-2023	MUNICIPAL MEDIA CORP	7,975.00
715880	05-Apr-2023	MUNOZ, LUPE (R)	30.15
1080477	27-Apr-2023	MUNOZ, SILVIA E	650.00
716337	19-Apr-2023	MUSA CONSULTING GROUP, LLC	10,000.00
716256	13-Apr-2023	MUSHTAQ, HASAN (R)	10.00
1080473	27-Apr-2023	MYND MANAGEMENT, INC	1,783.00
1080280	13-Apr-2023	MYTHICS INC	663.57
1080331	20-Apr-2023	N HARRIS COMPUTER CORPORATION	4,400.00
1080419	27-Apr-2023	N/A TOWN SQUARE-65 LP	980.00
716532	26-Apr-2023	NAMIK, JAY (R)	7.80
716206	12-Apr-2023	NANAKULA, FATUMA (R)	66.47
716094	12-Apr-2023	NATIONAL TESTING NETWORK INC	3,140.00
716207	12-Apr-2023	NEAL, SHELLY (R)	102.48
716592	26-Apr-2023	NESCON, LLC	2,567.67
716712	27-Apr-2023	NEW LIFE REAL ESTATE & INVESTMENTS LLC	1,112.00
1080529	27-Apr-2023	NGUY CONCEPT LLC	1,600.00
1080514	27-Apr-2023	NGUY HUANG LLC	1,050.00
1080554	27-Apr-2023	NGUYEN, NGOC	2,887.00
1080458	27-Apr-2023	NGUYEN, SAMANTHA BAO ANH	2,581.00
1080460	27-Apr-2023	NICHOLAS JOSEPH AGENCY LLC	856.00
715979	05-Apr-2023	NICHOLLS, NORM (R)	10.00
716257	13-Apr-2023	NICHOLSON, JUSTIN M	94.82
1080276	13-Apr-2023	NICKLE CONTRACTING LLC	73,005.75
716404	19-Apr-2023	NICKLE CONTRACTING LLC (R)	1,691.88
1080446	27-Apr-2023	NINEVEH PROPERTIES LLC	1,665.00
1080571	27-Apr-2023	NJOROGE, ELIZABETH	1,407.00
716713	27-Apr-2023	NORTH MOUNTAIN FOOTHILLS APARTMENTS	1,228.00
716405	19-Apr-2023	NORTHERN PIPELINE CONSTRUCTION CO (R)	1,327.37
716095	12-Apr-2023	NORTHSTAR TRAVEL MEDIA, LLC	33,700.00
1080337	20-Apr-2023	NST TECHNOLOGIES INC	34,425.00
716208	12-Apr-2023	NURSEY-BUSH, CHANCE (R)	21.01
716452	20-Apr-2023	O'BERRY, KEVIN C	474.00
716593	26-Apr-2023	OCCUPATIONAL PHYSICIAN SERVICES	35.00
716209	12-Apr-2023	O'CONNOR, RYAN (R)	58.48
716714	27-Apr-2023	OCOTILLO BAY APARTMENTS	11,584.00
716594	26-Apr-2023	OFFICE OF THE JURY COMMISSION	290.00
1080485	27-Apr-2023	OKATI LLC	1,286.00
716210	12-Apr-2023	O'LEARY, THOMAS (R)	75.99
716096	12-Apr-2023	OLSSON, INC	7,069.98
716715	27-Apr-2023	ON Q PROPERTY MANAGEMENT	2,233.00
716097	12-Apr-2023	ONCE UPON A TIARA LLC	125.00

716211	12-Apr-2023	OPENDOOR LABS INC (R)	61.88
716406	19-Apr-2023	OPENDOOR LABS INC (R)	52.64
716533	26-Apr-2023	OPENDOOR LABS INC (R)	44.86
715939	05-Apr-2023	OPTUM	3,704.96
716655	26-Apr-2023	OPTUM	3,693.76
1080250	06-Apr-2023	ORANGE COUNTY HOUSING AUTHORITY	3,380.52
716716	27-Apr-2023	OROS, ARSENIO	76.00
716266	13-Apr-2023	ORTH, AMY	1,114.00
716717	27-Apr-2023	ORTH, AMY	1,671.00
715993	06-Apr-2023	OSEROFF, JOSEPH N	40.92
715980	05-Apr-2023	OTTO TRUCKING, INC	14,521.58
716098	12-Apr-2023	OTTO TRUCKING, INC	18,933.60
716338	19-Apr-2023	OTTO TRUCKING, INC	47,183.69
716595	26-Apr-2023	OTTO TRUCKING, INC	10,437.03
715981	05-Apr-2023	OVIVO USA, LLC	5,441.64
716212	12-Apr-2023	PADILLA, NIETO PAULINA (R)	25.70
716213	12-Apr-2023	PAGLIA, JOHN (R)	50.77
716534	26-Apr-2023	PAIDIMARRI, RAVI (R)	96.14
716214	12-Apr-2023	PALMATIER, MANUEL (R)	52.95
715982	05-Apr-2023	PANTHEON SYSTEMS, INC	32,461.44
716718	27-Apr-2023	PARKER, DIXIE L.	1,291.00
1080232	06-Apr-2023	PARSUS SOLUTIONS, LLC	25,612.50
716099	12-Apr-2023	PASEO VISTA ARCHERY CLUB INC	4,140.00
1080510	27-Apr-2023	PASHAPOUR NIKU, MAZIAR	2,300.00
1080565	27-Apr-2023	PASQUALINA VITIRITTI TRUSTEE	619.00
716215	12-Apr-2023	PATEL, PINAL (R)	53.76
716535	26-Apr-2023	PATIL, USHA (R)	19.75
716596	26-Apr-2023	PATRIOT BOILER	32,252.65
716339	19-Apr-2023	PAVEMENT RESTORATION INC	325,791.80
716100	12-Apr-2023	PB&J CREATVE LLC	4,320.00
1080226	06-Apr-2023	PCL CONSTRUCTION INC	1,448,283.02
716719	27-Apr-2023	PEDAPATI, BHARANI	2,099.00
716536	26-Apr-2023	PEKAREK, CHARLES (R)	36.26
716101	12-Apr-2023	PEORIA PEST CONTROL INC	8,958.50
716597	26-Apr-2023	PEORIA PEST CONTROL INC	11,162.25
716216	12-Apr-2023	PERIASAMY, SITAR (R)	13.67
1080418	27-Apr-2023	PETERS, RYAN P	255.45
716217	12-Apr-2023	PEYTON, LEIGH (R)	22.05
715994	06-Apr-2023	PFEIFER, STEVEN D	7.53
716102	12-Apr-2023	PHILLIP D LETT, PH.D.	2,100.00
1080227	06-Apr-2023	PHOENIX PUMPS INC	3,973.92
1080282	13-Apr-2023	PHOENIX PUMPS INC	18,210.51
1080334	20-Apr-2023	PHOENIX PUMPS INC	22,569.18
716407	19-Apr-2023	PICKETT, MARK (R)	68.86
716340	19-Apr-2023	PIERCE COLEMAN PLLC	3,746.50
716011	06-Apr-2023	PINAL COUNTY HOUSING AUTHORITY	3,924.52
716050	12-Apr-2023	PINAL COUNTY JUSTICE COURT	256.00
716012	06-Apr-2023	PINDER PROPERTIES, LLC	1,798.00
1080434	27-Apr-2023	PINDER PROPERTIES, LLC	899.00
716103	12-Apr-2023	PIONEER ATHLETICS	2,178.50
1080397	27-Apr-2023	PIONEER LANDSCAPE CENTERS	4,294.83
716218	12-Apr-2023	PITTS, SARAH (R)	93.14

716104	12-Apr-2023	PLAY BY PLAY PLAYGROUNDS, LLC	300.00
1080464	27-Apr-2023	PLEASANT DESERT PROPERTIES LLC	2,132.00
716341	19-Apr-2023	PLURALSIGHT, LLC	15,061.81
1080229	06-Apr-2023	PM PLUMBING & MECHANICAL INC	706.28
1080336	20-Apr-2023	PM PLUMBING & MECHANICAL INC	686.69
1080399	27-Apr-2023	PM PLUMBING & MECHANICAL INC	4,675.84
716219	12-Apr-2023	POLOMSKI, SHELBY (R)	6.34
716408	19-Apr-2023	POLUCHOWICZ, PATRYCGA (R)	52.44
1080224	06-Apr-2023	POLYDYNE, INC.	1,567.50
1080277	13-Apr-2023	POLYDYNE, INC.	14,352.00
1080330	20-Apr-2023	POLYDYNE, INC.	38,801.76
1080392	27-Apr-2023	POLYDYNE, INC.	11,232.00
716598	26-Apr-2023	POPEYES (R)	170.00
716105	12-Apr-2023	POSTAL STRATEGIES CORPORATION	689.18
716453	20-Apr-2023	POTTS, MICHELLE R	395.00
1080541	27-Apr-2023	POUCHKAREV, ANDREI	2,022.00
716106	12-Apr-2023	PRECISION SWEEPING SERVICES, LLC	511.48
716342	19-Apr-2023	PRECISION SWEEPING SERVICES, LLC	3,176.36
716454	20-Apr-2023	PRENDERGAST, MICHAEL R	420.00
716656	26-Apr-2023	PRICE, CHRISTOPHER (R)	25.00
716599	26-Apr-2023	PRIDE OUTFITTING, LLC	11,647.98
716600	26-Apr-2023	PRO EM	6,988.76
716258	13-Apr-2023	PROFESSIONAL PIPE SERVICES, INC	2,362.50
716343	19-Apr-2023	PROFESSIONAL PIPE SERVICES, INC	3,430.50
716601	26-Apr-2023	PROJECT ENGINEERING CONSULTANTS LTD	14,905.00
716107	12-Apr-2023	PROJECT HOSTS INC	2,845.80
716720	27-Apr-2023	PRS PROPERTY MANAGEMENT	1,659.00
716409	19-Apr-2023	PULICE CONSTRUCTION INC (R)	1,450.00
716410	19-Apr-2023	PULTE HOME CORPORATION (R)	3,968.85
716108	12-Apr-2023	PUMPMAN WATERWORKS	2,700.00
1080470	27-Apr-2023	PUNG, SOKENG	4,145.00
716721	27-Apr-2023	QUACH, TAM	1,833.00
716112	12-Apr-2023	QUANTUM INTEGRATED SOLUTIONS INC	41,800.00
715819	05-Apr-2023	QUESTICA, LTD	128,347.00
716220	12-Apr-2023	RADESCHI, CATHERINE (R)	77.22
715881	05-Apr-2023	RAINER, JUSTIN (R)	22.31
1080417	27-Apr-2023	RAMER, WALTER DAVID	64.93
716221	12-Apr-2023	RANDLEMAN, ERIN (R)	34.70
715995	06-Apr-2023	RANDOLPH, COURTNEY A	277.00
1080451	27-Apr-2023	RAVENSWOOD REALTY	770.00
1080437	27-Apr-2023	RAY ROAD PROPERTY LLC	892.00
716113	12-Apr-2023	READY REFRESH	2,048.85
716470	26-Apr-2023	READY REFRESH	1,188.03
716722	27-Apr-2023	REALTY EXECUTIVES, AN ARIZONA CORP	1,675.00
1080355	20-Apr-2023	RECREATION AND ATHLETICS FOR THE DISABLED	217.00
1080402	27-Apr-2023	REDDI SERVICES	512.22
1080343	20-Apr-2023	REDFLEX TRAFFIC SYSTEMS, INC	57.86
716259	13-Apr-2023	REDGER, ASHLEY J	398.00
716455	20-Apr-2023	REEDER, MICHELLE M	69.45
716744	27-Apr-2023	REEDER, MICHELLE M	234.99
716456	20-Apr-2023	REEVES, RYAN C	158.00
716114	12-Apr-2023	REFRIGERATION SUPPLIES DISTRIBUTOR	391.81

716109	12-Apr-2023	REID, HELEN C	150.00
715820	05-Apr-2023	REPUBLIC SERVICES INC	615.20
716115	12-Apr-2023	REPUBLIC SERVICES INC	1,280.65
716116	12-Apr-2023	REPUBLIC SERVICES INC	239.20
716344	19-Apr-2023	REPUBLIC SERVICES INC	46,516.34
716345	19-Apr-2023	REPUBLIC SERVICES INC	6,138.62
716471	26-Apr-2023	REPUBLIC SERVICES INC	1,815.31
715821	05-Apr-2023	RESCUE AIR SYSTEMS INC	824.00
716222	12-Apr-2023	REYES, RACHEL (R)	88.29
716110	12-Apr-2023	RICHARDSON, JASON R	1,000.00
716223	12-Apr-2023	RICK, HEATHER (R)	83.45
715822	05-Apr-2023	RICOH USA INC	199.76
716117	12-Apr-2023	RICOH USA INC	92.39
716118	12-Apr-2023	RICOH USA INC	3,669.54
716119	12-Apr-2023	RICOH USA INC	63.53
716346	19-Apr-2023	RICOH USA INC	11,681.30
716472	26-Apr-2023	RICOH USA INC	152.85
715882	05-Apr-2023	RICOR INC (R)	1,346.51
716537	26-Apr-2023	RINEHART, JULIANNA (R)	41.47
716457	20-Apr-2023	RINKENBERGER, SCOTT A	158.00
1080261	13-Apr-2023	RITOCH-POWELL & ASSOCIATES	7,100.00
1080291	13-Apr-2023	RITOCH-POWELL & ASSOCIATES	95,072.29
716347	19-Apr-2023	RITOCH-POWELL & ASSOCIATES	7,295.52
715823	05-Apr-2023	RITZ SAFETY LLC	121.77
716120	12-Apr-2023	RITZ SAFETY LLC	275.76
716348	19-Apr-2023	RITZ SAFETY LLC	772.09
716473	26-Apr-2023	RITZ SAFETY LLC	354.45
716538	26-Apr-2023	RIVARA, GREGORY (R)	25.41
716121	12-Apr-2023	RIVER NORTH TRANSIT, LLC	78,214.86
1080443	27-Apr-2023	RJ TORRANCE LLC	137.00
715824	05-Apr-2023	ROBERSON, SHERRY L	600.00
715983	05-Apr-2023	ROBERT, GRAY (R)	25.00
716723	27-Apr-2023	ROBERTS, CAROL YVONNE	844.00
716224	12-Apr-2023	RODRIGUEZ, ARTURO (R)	56.60
1080544	27-Apr-2023	RODRIGUEZ-MESA, IVAN	1,864.00
716539	26-Apr-2023	ROE, CHRISTOPHER (R)	13.01
716225	12-Apr-2023	ROLLINS, LEAH (R)	17.59
715825	05-Apr-2023	ROSEMOUNT INC	1,088.74
716247	13-Apr-2023	ROSENBERG, ALICIA M	182.00
716122	12-Apr-2023	ROSENBLUM, DEBRA S	400.00
716123	12-Apr-2023	ROSENBLUM, DEBRA S	400.00
716540	26-Apr-2023	ROSS, ELIZABETH (R)	39.54
1080483	27-Apr-2023	RRC INVESTMENTS LLC	896.00
716541	26-Apr-2023	RUBIO, ASHLEY (R)	5.10
716349	19-Apr-2023	RUGGIERO'S ACE HARDWARE	3,453.75
716226	12-Apr-2023	RUSH, SHELBY (R)	45.00
1080449	27-Apr-2023	RUVOLO, CHARLES C AND LAURIE L	691.00
1080308	13-Apr-2023	S J FOWLER REAL ESTATE INC	1,053.00
1080531	27-Apr-2023	S J FOWLER REAL ESTATE INC	2,253.00
715996	06-Apr-2023	SACCO, STACY A	207.00
716474	26-Apr-2023	SAFEWARE, INC	3,390.80
716227	12-Apr-2023	SAGGIONE, GUY (R)	82.47

716542	26-Apr-2023	SALAZAR, JEANNINE (R)	43.60
716228	12-Apr-2023	SALAZAR, SYDNEY (R)	46.23
1080535	27-Apr-2023	SALEH, ZIAD	1,151.00
716475	26-Apr-2023	SALISBURY EXCAVATION LLC	4,620.00
715826	05-Apr-2023	SALT RIVER PROJECT	1,026.68
715827	05-Apr-2023	SALT RIVER PROJECT	17,912.27
715940	05-Apr-2023	SALT RIVER PROJECT	1,470.50
716013	06-Apr-2023	SALT RIVER PROJECT	3,314.00
716124	12-Apr-2023	SALT RIVER PROJECT	425,572.00
716667	27-Apr-2023	SALT RIVER PROJECT	182.77
1080499	27-Apr-2023	SALZMAN, BART	1,479.00
716229	12-Apr-2023	SAMUELSZ, CHRISTOPHER (R)	48.69
715828	05-Apr-2023	SAN TAN FORD	250.29
716350	19-Apr-2023	SAN TAN FORD	749.31
716476	26-Apr-2023	SAN TAN FORD	54,040.27
715829	05-Apr-2023	SANDY'S BALLROOM	288.00
716411	19-Apr-2023	SANTA BARBARA RESTAURANT (R)	1,370.96
1080513	27-Apr-2023	SANTOS, AGNES	661.00
716477	26-Apr-2023	SARAH'S MUSE	100.00
716267	13-Apr-2023	SAVAGE, ERIC	1,828.00
716724	27-Apr-2023	SAVAGE, ERIC	1,828.00
715997	06-Apr-2023	SAVITTIERI, PHILLIP R	118.00
716351	19-Apr-2023	SCHAEFFER, DAVID (R)	68.00
716668	27-Apr-2023	SCHAMBER, LAUREL DENISE	502.81
716458	20-Apr-2023	SCHARNITZKE, NICHOLAS P	395.00
716260	13-Apr-2023	SCHILLER, COURTNEY (R)	64.21
716230	12-Apr-2023	SCHMID, JOHN (R)	71.88
716352	19-Apr-2023	SCHNEIDER ELECTRIC SYSTEMS USA INC	40,500.64
716478	26-Apr-2023	SCHNEIDER ELECTRIC SYSTEMS USA INC	40,500.64
1080248	06-Apr-2023	SCHOENFELD, RANDY	2,633.00
1080503	27-Apr-2023	SCHOENFELD, RANDY	2,633.00
716261	13-Apr-2023	SCHOONOVER, CHRISTY A	32.88
716262	13-Apr-2023	SCHUHRKE, THOMAS R	398.00
716231	12-Apr-2023	SCHWARTZLOSE, KATHERINE (R)	74.95
716725	27-Apr-2023	SCREMIN FAMILY LTD	995.00
716459	20-Apr-2023	SCRIVENER, HARRY (R)	23.56
716412	19-Apr-2023	SDB INC (R)	1,312.72
716479	26-Apr-2023	SEALY MEDIA	312.50
715830	05-Apr-2023	SECRETARY OF STATE	43.00
715831	05-Apr-2023	SECRETARY OF STATE	43.00
716014	06-Apr-2023	SECRETARY OF STATE	43.00
716353	19-Apr-2023	SECRETARY OF STATE	43.00
716726	27-Apr-2023	SECURED EQUITIES	1,082.00
716460	20-Apr-2023	SELVIDGE, DAVID R	403.00
715832	05-Apr-2023	SENERGY PETROLEUM, LLC	22,333.11
716354	19-Apr-2023	SENERGY PETROLEUM, LLC	13,603.54
716480	26-Apr-2023	SENERGY PETROLEUM, LLC	5,643.33
715883	05-Apr-2023	SEPULVEDA, ANNA MARY (R)	120.00
716232	12-Apr-2023	SERHAN, SAYED (R)	50.96
716461	20-Apr-2023	SERVICE, TYLER C	420.00
716727	27-Apr-2023	SETO, MINDY LIU	2,191.00
1080425	27-Apr-2023	SEVEN STRONG ENTERPRISES, LLC	984.00

1080519	27-Apr-2023	SFR 2012-1 US WEST LLC	5,554.00
1080293	13-Apr-2023	SHADE N NET OF ARIZONA INC	13,762.36
1080345	20-Apr-2023	SHADE N NET OF ARIZONA INC	10,006.87
1080523	27-Apr-2023	SHAHIN, GABRIEL	1,653.00
1080515	27-Apr-2023	SHAO, LAN	3,371.00
1080246	06-Apr-2023	SHI INTERNATIONAL CORP	222,710.17
1080298	13-Apr-2023	SHI INTERNATIONAL CORP	18,598.25
716355	19-Apr-2023	SIERRA CONTAINER GROUP, LLC	43,535.24
1080297	13-Apr-2023	SIERRA TRANSPORTATION & TECHNOLOGIES LLC	2,996.84
716543	26-Apr-2023	SINGH, EAURAV (R)	49.17
716413	19-Apr-2023	SINGH, RANJEET (R)	48.93
1080552	27-Apr-2023	SINGH, REENA	1,650.00
716356	19-Apr-2023	SJ ANDERSON CO, THE	346,838.00
1080507	27-Apr-2023	SJ PROPERTIES LLC	3,039.00
1080536	27-Apr-2023	SKOGLUND, NANCY B	1,035.00
716125	12-Apr-2023	SKYLINE BUILDERS & RESTORATION, INC	26,724.59
716126	12-Apr-2023	SKYLINE WINDOW CLEANING	325.00
716357	19-Apr-2023	SKYLINE WINDOW CLEANING	4,925.00
716481	26-Apr-2023	SKYLINE WINDOW CLEANING	4,088.00
716482	26-Apr-2023	SKYLINE WINDOW CLEANING	145.00
715833	05-Apr-2023	SMITH, CHARLES JOSEPH	300.00
716544	26-Apr-2023	SMITH, HOLLY (R)	52.25
1080346	20-Apr-2023	SMITHGROUP INC	17,700.00
716127	12-Apr-2023	SNEDIGAR MARTIAL ARTS	1,300.00
716483	26-Apr-2023	SOFT HANDS PRESSURE WASHING	930.00
716128	12-Apr-2023	SOL SOURCE PROPERTY SERVICES	225.00
716129	12-Apr-2023	SOLARI, INC	6,250.00
715834	05-Apr-2023	SOLVENT RECY-CLEAN, INC.	385.00
716545	26-Apr-2023	SONG, QING (R)	20.21
716130	12-Apr-2023	SONORAN SPINE CENTER PC	385.00
716414	19-Apr-2023	SONRISE SR FAITH COMM CONTR (R)	1,523.88
716131	12-Apr-2023	SONSOL ENERGY LLC	1,045.00
716132	12-Apr-2023	SOUND IMAGE	25,012.70
716133	12-Apr-2023	SOUTH MOUNTAIN DIVE CLUB	420.00
715835	05-Apr-2023	SOUTHERN TIRE MART, LLC	809.12
716358	19-Apr-2023	SOUTHERN TIRE MART, LLC	2,856.33
716484	26-Apr-2023	SOUTHERN TIRE MART, LLC	6,070.29
715836	05-Apr-2023	SOUTHWEST FABRICATION, LLC	35,652.36
716359	19-Apr-2023	SOUTHWEST FABRICATION, LLC	19,948.59
715941	05-Apr-2023	SOUTHWEST GAS CORP	33.05
716303	19-Apr-2023	SOUTHWEST GAS CORP	30,073.68
716468	20-Apr-2023	SOUTHWEST GAS CORP	80.00
716669	27-Apr-2023	SOUTHWEST GAS CORP	451.13
1080456	27-Apr-2023	SOUZANDEH, HAMID	1,183.00
715884	05-Apr-2023	SOVERANEV, BEN (R)	22.62
715837	05-Apr-2023	SPARKS KARATE	525.00
716657	26-Apr-2023	SPAY NEUTER HOTLINE	3,465.00
1080294	13-Apr-2023	SPEEDIE & ASSOCIATES, INC	981.00
715984	05-Apr-2023	SPENGLER, JAMES W	1,600.00
716233	12-Apr-2023	SPINI, VIRGNIA (R)	21.27
716134	12-Apr-2023	SPINITAR	8,103.00
715838	05-Apr-2023	SPOK, INC	174.20

716135	12-Apr-2023	SPORTS BLING & THINGS	683.48
1080243	06-Apr-2023	SPRINKLER WORLD OF AZ INC	751.38
1080288	13-Apr-2023	SPRINKLER WORLD OF AZ INC	113.36
1080342	20-Apr-2023	SPRINKLER WORLD OF AZ INC	5,730.25
1080412	27-Apr-2023	SPRINKLER WORLD OF AZ INC	138.20
716015	06-Apr-2023	ST. CLOUD HRA	1,285.76
716415	19-Apr-2023	STANDARD PHOENIX / COUNTRY BROOK LLC (R)	1,000.00
716416	19-Apr-2023	STARE, PAUL (R)	26.87
716485	26-Apr-2023	STATE CHEMICAL	3,063.06
716486	26-Apr-2023	STAYING DRIVEN LLC	1,500.00
1080244	06-Apr-2023	STOTZ EQUIPMENT	37.79
1080413	27-Apr-2023	STOTZ EQUIPMENT	6.83
716263	13-Apr-2023	STOVER, RYAN M	398.00
1080431	27-Apr-2023	STRATEGIC CAPITAL ALLIANCE LTD PARTNERSHIP	16,038.00
716487	26-Apr-2023	SUMMER JAZZ	200.00
1080289	13-Apr-2023	SUMMIT ELECTRIC SUPPLY	2,352.80
716728	27-Apr-2023	SUN, HONGXLA	1,987.00
716729	27-Apr-2023	SUNDIAL REAL ESTATE	790.00
716268	13-Apr-2023	SUNDIAL REAL ESTATE LC	2,559.00
716730	27-Apr-2023	SUNDIAL REAL ESTATE LC	6,128.00
716234	12-Apr-2023	SUNLAND ASPHALT INC (R)	1,119.42
1080553	27-Apr-2023	SUNSHINE REALTY LLC	1,069.00
716488	26-Apr-2023	SUPER SMART SHOPPERS	1,460.68
1080414	27-Apr-2023	SUPREME OIL CO	682.58
1080487	27-Apr-2023	SURCHIK, EDWARD	600.00
715839	05-Apr-2023	SURVEILLANCE SECURITY INC	636.00
716489	26-Apr-2023	SURVEILLANCE SECURITY INC	684.00
1080249	06-Apr-2023	SWH 2017-1 BORROWER, LP	960.00
1080511	27-Apr-2023	SWH 2017-1 BORROWER, LP	5,021.00
1080339	20-Apr-2023	T Y LIN INTERNATIONAL	39,215.64
715841	05-Apr-2023	T2 PEST SERVICES	40.00
1080486	27-Apr-2023	TALAI, FRANCESCO	1,220.00
716417	19-Apr-2023	TALPA, TINA (R)	48.93
1080494	27-Apr-2023	TAM, VIVIAN	726.00
716490	26-Apr-2023	TANK HOLDING CORP	8,944.84
716136	12-Apr-2023	TATUM-CHUBA, ALICE	600.00
716546	26-Apr-2023	TAYLOR, MALLORY (R)	86.21
716731	27-Apr-2023	TEAM SIZZLE	1,100.00
716491	26-Apr-2023	TEL TECH NETWORKS, INC.	12,087.41
1080301	13-Apr-2023	TELEVEDA SYSTEMS LLC	4,125.00
715842	05-Apr-2023	TEMPE CRANE & RIGGING	21,987.00
715843	05-Apr-2023	THATCHER COMPANY OF ARIZONA, INC	38,963.08
716137	12-Apr-2023	THATCHER COMPANY OF ARIZONA, INC	38,024.13
716361	19-Apr-2023	THATCHER COMPANY OF ARIZONA, INC	34,110.02
716492	26-Apr-2023	THATCHER COMPANY OF ARIZONA, INC	34,022.10
716362	19-Apr-2023	THE BE KIND PEOPLE PROJECT	3,450.00
716732	27-Apr-2023	THE HOUSING PROFESSIONALS LLC	4,614.00
1080292	13-Apr-2023	THE SHANNON S MARTIN CO	2,425.94
1080344	20-Apr-2023	THE SHANNON S MARTIN CO	1,998.13
1080415	27-Apr-2023	THE SHANNON S MARTIN CO	550.00
715844	05-Apr-2023	THE SUN GROVES HOMEOWNERS ASSOCIATION	1,000.00
1080522	27-Apr-2023	THOMASIAN, BIKI	1,404.00

1080433	27-Apr-2023	THOMASIAN, SAAD	1,807.00
716733	27-Apr-2023	THR PHOENIX LP	3,843.00
716734	27-Apr-2023	THR PROPERTY BORROWER LP	2,722.00
1080439	27-Apr-2023	THY LLC	774.00
716235	12-Apr-2023	TIAN, FENG (R)	58.85
715845	05-Apr-2023	TMC FFS DEVELOPERS LLC	18,545.23
715840	05-Apr-2023	T-MOBILE USA, INC	59.50
716360	19-Apr-2023	T-MOBILE USA, INC	536.65
716418	19-Apr-2023	TNHC ARIZONA LLC (R)	2,507.40
716138	12-Apr-2023	TOPETE/STONEFIELD INC	273.24
1080354	20-Apr-2023	TOWN OF GILBERT	213,197.11
716735	27-Apr-2023	TRADELANDS LLC	2,030.00
716139	12-Apr-2023	TRAFFICADE SERVICE INC	10,176.09
716736	27-Apr-2023	TRAN, TOM B	825.00
716363	19-Apr-2023	TRANE U.S. INC	1,527.89
716493	26-Apr-2023	TRANE U.S. INC	10,293.00
716140	12-Apr-2023	TREELAND NURSERIES, INC	1,283.36
716494	26-Apr-2023	TREELAND NURSERIES, INC	67.14
1080361	20-Apr-2023	TRISTAR ICS, INC	6,086.46
716495	26-Apr-2023	TROPICAL SMOOTHIE & CAFE (R)	243.52
716547	26-Apr-2023	TSOSIE, GENNIFER (R)	58.05
716602	26-Apr-2023	TYLOR, NORMAN OR TIMOTHY (R)	10.00
716141	12-Apr-2023	UBM ENTERPRISE, INC	270.58
716364	19-Apr-2023	UBM ENTERPRISE, INC	693.55
716496	26-Apr-2023	UBM ENTERPRISE, INC	12,691.51
716548	26-Apr-2023	ULNESS, NATHAN (R)	36.58
1080240	06-Apr-2023	UNIFIRST CORPORATION	1,219.19
1080287	13-Apr-2023	UNIFIRST CORPORATION	928.04
1080340	20-Apr-2023	UNIFIRST CORPORATION	904.93
1080410	27-Apr-2023	UNIFIRST CORPORATION	1,280.37
716497	26-Apr-2023	UNITED SITE SERVICES OF ARIZONA, INC.	208.61
1080245	06-Apr-2023	UNIVAR USA INC	49,486.29
1080295	13-Apr-2023	UNIVAR USA INC	11,884.34
1080347	20-Apr-2023	UNIVAR USA INC	147,024.35
1080416	27-Apr-2023	UNIVAR USA INC	38,503.46
716549	26-Apr-2023	UNTALAN, CORY (R)	38.29
716142	12-Apr-2023	US BANK	425.00
1080506	27-Apr-2023	VAKKALANKA, SURYANARAYANA	230.00
716550	26-Apr-2023	VALCOURT, DANNY (R)	28.91
716236	12-Apr-2023	VALENTINE, JOEL (R)	103.29
716737	27-Apr-2023	VALLEY INCOME PROPERTIES	640.00
1080376	27-Apr-2023	VALLEY OF THE SUN UNITED WAY	2,716.00
1080348	20-Apr-2023	VALLEYWIDE GENERATOR SERVICE LLC	6,531.24
1080401	27-Apr-2023	VALLEYWIDE GENERATOR SERVICE LLC	617.09
715885	05-Apr-2023	VAN HORN, JENNIFER (R)	17.97
716264	13-Apr-2023	VAN HORNE, SUSAN	323.24
716237	12-Apr-2023	VANCE, CATHERINE (R)	75.85
716265	13-Apr-2023	VELAGAPUDI, JAYA	13.00
716419	19-Apr-2023	VENARD, JAYNE (R)	84.43
1080471	27-Apr-2023	VENTANA ESTATES	654.00
716462	20-Apr-2023	VERDUGO, JUAN J	359.00
1080239	06-Apr-2023	VERIZON WIRELESS	837.61

716143	12-Apr-2023	VERIZON WIRELESS	100.00
1080285	13-Apr-2023	VERIZON WIRELESS	3,103.93
1080286	13-Apr-2023	VERIZON WIRELESS	3,103.99
1080290	13-Apr-2023	VERIZON WIRELESS	1,509.22
1080305	13-Apr-2023	VERIZON WIRELESS	3,104.12
1080306	13-Apr-2023	VERIZON WIRELESS	3,103.99
1080356	20-Apr-2023	VERIZON WIRELESS	1,395.39
1080357	20-Apr-2023	VERIZON WIRELESS	5,160.94
1080358	20-Apr-2023	VERIZON WIRELESS	3,371.05
1080359	20-Apr-2023	VERIZON WIRELESS	1,202.01
1080360	20-Apr-2023	VERIZON WIRELESS	884.84
1080408	27-Apr-2023	VERIZON WIRELESS	884.57
1080409	27-Apr-2023	VERIZON WIRELESS	1,401.55
1080320	20-Apr-2023	VERRA MOBILITY	53,452.00
1080349	20-Apr-2023	VERRA MOBILITY	6,203.03
716238	12-Apr-2023	VILLARRUEL, FRANSCICO (R)	38.03
716498	26-Apr-2023	VINCERE PHYSICIANS GROUP PLLC	106,860.00
715846	05-Apr-2023	VINCON ENGINEERING CONSTRUCTION LLC	23,231.40
716365	19-Apr-2023	VINCON ENGINEERING CONSTRUCTION LLC	1,087,179.38
716738	27-Apr-2023	VIRDEE, ARVINDER S	1,096.00
716239	12-Apr-2023	VISCUSI, MARY ANN (R)	17.72
1080270	13-Apr-2023	VISION SERVICE PLAN OF ARIZONA	25,239.42
1080271	13-Apr-2023	VISION SERVICE PLAN OF ARIZONA	32.64
1080272	13-Apr-2023	VISION SERVICE PLAN OF ARIZONA	4,838.56
1080453	27-Apr-2023	VISTA ASSET COMPANY LLC	2,198.00
1080455	27-Apr-2023	VISTA STAR COMPANY, LLC	9,830.00
716420	19-Apr-2023	VO, VINCENT (R)	30.93
1080273	13-Apr-2023	VOYA FINANCIAL	80,208.27
1080241	06-Apr-2023	VULCAN MATERIALS CO	760.16
1080341	20-Apr-2023	VULCAN MATERIALS CO	900.97
1080411	27-Apr-2023	VULCAN MATERIALS CO	284.47
716144	12-Apr-2023	W W WILLIAMS	9,921.00
716366	19-Apr-2023	W W WILLIAMS	1,609.73
716499	26-Apr-2023	W W WILLIAMS	321.45
716367	19-Apr-2023	WALKER CONSULTANTS	11,580.00
1080236	06-Apr-2023	WASTE MANAGEMENT OF ARIZONA, INC	922.67
1080302	13-Apr-2023	WASTE MANAGEMENT OF ARIZONA, INC	283.72
1080303	13-Apr-2023	WASTE MANAGEMENT OF ARIZONA, INC	5,921.86
1080304	13-Apr-2023	WASTE MANAGEMENT OF ARIZONA, INC	260.85
1080351	20-Apr-2023	WASTE MANAGEMENT OF ARIZONA, INC	31,984.85
1080352	20-Apr-2023	WASTE MANAGEMENT OF ARIZONA, INC	24,780.52
1080353	20-Apr-2023	WASTE MANAGEMENT OF ARIZONA, INC	428.50
1080404	27-Apr-2023	WASTE MANAGEMENT OF ARIZONA, INC	8,521.23
1080405	27-Apr-2023	WASTE MANAGEMENT OF ARIZONA, INC	428.50
1080406	27-Apr-2023	WASTE MANAGEMENT OF ARIZONA, INC	1,009,715.49
716500	26-Apr-2023	WATER & ENERGY SYSTEMS TECHNOLOGY INC	3,401.75
716368	19-Apr-2023	WATER WORKS ENGINEERS, LLC	36,968.75
1080560	27-Apr-2023	WATTS, ELSKA M.	3.00
1080234	06-Apr-2023	WAXIE SANITARY SUPPLY	590.97
1080299	13-Apr-2023	WAXIE SANITARY SUPPLY	4,035.72
1080350	20-Apr-2023	WAXIE SANITARY SUPPLY	8,865.99
1080403	27-Apr-2023	WAXIE SANITARY SUPPLY	7,161.91

1080242	06-Apr-2023	WEBER WATER RESOURCES LLC	95,450.57
1080423	27-Apr-2023	WEINBERG, JAMES M	1,475.00
716145	12-Apr-2023	WEST COAST ARBORISTS, INC	9,135.00
716501	26-Apr-2023	WEST TECH EQUIPMENT	4,292.00
716739	27-Apr-2023	WEST USA REALTY, INC.	385.00
715847	05-Apr-2023	WESTERN STATES FIRE PROTECTION CO	932.25
716146	12-Apr-2023	WESTERN STATES FIRE PROTECTION CO	1,180.00
716147	12-Apr-2023	WESTERN STATES FIRE PROTECTION CO	21,148.01
716370	19-Apr-2023	WESTERN STATES FIRE PROTECTION CO	6,213.64
716502	26-Apr-2023	WESTERN STATES FIRE PROTECTION CO	210.00
716551	26-Apr-2023	WHALEN, BARBARA (R)	29.72
716371	19-Apr-2023	WHEELER, BARRIE (R)	50.00
716240	12-Apr-2023	WHICKER, JORDAN (R)	97.56
716421	19-Apr-2023	WHISNANT, MATTHEW (R)	81.55
715886	05-Apr-2023	WHITE, MAUREEN (R)	67.28
716241	12-Apr-2023	WHITE, SHARON (R)	26.39
716372	19-Apr-2023	WILLIAM L EMSHOFF	17,745.00
716503	26-Apr-2023	WILLIAMS DIRECT DRYERS	57,999.98
716422	19-Apr-2023	WILLIAMS, STACIA (R)	26.33
715848	05-Apr-2023	WILSON ENGINEERS	6,160.00
716373	19-Apr-2023	WILSON ENGINEERS	492,981.78
1080296	13-Apr-2023	WIST BUSINESS SUPPLIES & EQUIPMENT	394.00
1080520	27-Apr-2023	WL INVESTMENT LLC	1,992.00
1080562	27-Apr-2023	WONG, CHRISTOPHER DINH	1,047.00
716552	26-Apr-2023	WOOD, MICHAEL (R)	82.30
716740	27-Apr-2023	WREF AUTUMN CREEK, LP	1,895.00
716741	27-Apr-2023	WREF GREENTREE PLACE, LP	2,136.00
1080235	06-Apr-2023	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	19,395.00
1080300	13-Apr-2023	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	577.50
1080572	27-Apr-2023	WU, SUYUAN LIN	3,789.00
716504	26-Apr-2023	WUNDERLICH-MALEC SYSTEMS, INC	5,950.00
716423	19-Apr-2023	WW ELEVATION LP (R)	4,170.25
715849	05-Apr-2023	WYATT AEROSPACE (R)	85.00
1080555	27-Apr-2023	XIA, JINGNA	1,512.00
1080490	27-Apr-2023	XIAO, HONG MEI	1,848.00
1080556	27-Apr-2023	XIE, YUN	3,623.00
1080428	27-Apr-2023	YASSIR, YOUSEF	2,600.00
1080517	27-Apr-2023	YIN, WENBI	1,138.00
716463	20-Apr-2023	YNCLAN, CASSANDRA L	297.00
1080462	27-Apr-2023	YO, TIMOTHY	1,987.00
716505	26-Apr-2023	YOUNG SOUNDS OF ARIZONA, INC.	200.00
716424	19-Apr-2023	YUAN, ROCKY (R)	79.05
715887	05-Apr-2023	ZAMBIE, HALEY (R)	16.45
716464	20-Apr-2023	ZERMENO, EVA M	224.00
1080493	27-Apr-2023	ZHANG, JUNLI	1,254.00
715888	05-Apr-2023	ZHANG, LONGKAI (R)	61.82
716242	12-Apr-2023	ZHANG, PEI (R)	54.50
1080491	27-Apr-2023	ZHANG, QISHENG	1,912.00
716243	12-Apr-2023	ZHENG, LU (R)	94.98
716742	27-Apr-2023	ZHENG, SHAO MEI	2,122.00
715850	05-Apr-2023	ZOLL MEDICAL CORPORATION	38,415.52
715998	06-Apr-2023	ZUNIGA ARREOLA, MELINA	277.00

1080844	30-May-2023	1112 NORTH CALIFORNIA STREET PROPERTY LLC	1,100.00
1080821	30-May-2023	1125 CALIFORNIA LLC	1,353.00
717602	30-May-2023	2013-1 IH BORROWER LP	2,766.00
717603	30-May-2023	2017-1 IH BORROWER LP	5,163.00
717604	30-May-2023	2017-2 IH BORROWER LP	1,925.00
717605	30-May-2023	2018-2 IH BORROWER LP	1,570.00
717606	30-May-2023	2018-4 IH BORROWER LP	2,177.00
717216	11-May-2023	2060 DIGITAL LLC, PHOENIX	10,050.00
1080686	16-May-2023	330 N COMANCHE LLC	2,800.00
1080819	30-May-2023	330 N COMANCHE LLC	5,496.00
716887	03-May-2023	4878 W CARLA VISTA LLC (R)	45.00
1080795	30-May-2023	847 RAY LLC	6,973.00
717153	10-May-2023	A MIND FOR DETAIL INC	8,741.26
717355	17-May-2023	A MIND FOR DETAIL INC	3,242.50
717413	24-May-2023	A MIND FOR DETAIL INC	200.00
717056	10-May-2023	ABC ASPHALT LLC (R)	1,254.85
1080866	30-May-2023	ABDELKARIM, RABAH	1,338.00
717448	24-May-2023	ABEYTA, MANUEL (R)	45.00
1080630	11-May-2023	ABOUT CARE INC	15,000.00
1080629	11-May-2023	ACCELA INC	14,861.63
717356	17-May-2023	ACCELERATED TECHNOLOGY LABORATORIES	645.00
717154	10-May-2023	ACE UNIFORMS OF PHOENIX	2,900.47
717414	24-May-2023	ACE UNIFORMS OF PHOENIX	2,670.41
1080583	04-May-2023	ACHEN GARDNER CONSTRUCTION LLC	400,500.19
1080632	11-May-2023	ACHEN GARDNER CONSTRUCTION LLC	272,767.65
717155	10-May-2023	ADP INTERPRETING LLC	875.00
717415	24-May-2023	ADP INTERPRETING LLC	210.00
717357	17-May-2023	AFLAC	229.45
717607	30-May-2023	AH PROPERTIES	3,286.00
717156	10-May-2023	AHEAD, INC	2,383.32
717608	30-May-2023	AHMETOVIC, AMILA	2,000.00
1080898	30-May-2023	AILEEN CHU HOLDINGS LLC	1,473.00
717770	31-May-2023	AIR PRODUCTS & CHEMICALS INC (R)	592.92
717540	24-May-2023	ALEXANDER, RINA (R)	16.96
717157	10-May-2023	ALFA LAVAL INC	8,912.57
716945	05-May-2023	ALI, MUNA (R)	6,788.94
1080766	25-May-2023	ALL ANIMALS RESCUE & TRANSPORTATION, LLC	2,710.50
1080696	18-May-2023	ALL CITY TOWING	84.00
1080752	25-May-2023	ALL CITY TOWING	12.00
716888	03-May-2023	ALL DUI SERVICES LLC (R)	45.00
1080869	30-May-2023	ALL IN THE FAMILY REAL ESTATE AND PROPERTY MANAGEMENT	442.00
716889	03-May-2023	ALLARD COLLISION LLC	17,249.20
717158	10-May-2023	ALLARD COLLISION LLC	8,015.75
716890	03-May-2023	ALLIED UNIVERSAL JANITORIAL SERVICES	1,102.90
717159	10-May-2023	ALLIED UNIVERSAL JANITORIAL SERVICES	22,024.46
717358	17-May-2023	ALLIED UNIVERSAL JANITORIAL SERVICES	832.38
717679	31-May-2023	ALLIED UNIVERSAL JANITORIAL SERVICES	843.51
717160	10-May-2023	ALLIED UNIVERSAL SECURITY SERVICES	2,291.40
717359	17-May-2023	ALLIED UNIVERSAL SECURITY SERVICES	1,145.70
717416	24-May-2023	ALLIED UNIVERSAL SECURITY SERVICES	2,291.40
717680	31-May-2023	ALLIED UNIVERSAL SECURITY SERVICES	833.20
717057	10-May-2023	ALMASSY, SALLY (R)	41.19

717208	11-May-2023	ALNAS, JASON L	100.00
717417	24-May-2023	AMERICAN FAMILY INSURANCE CO	6,043.67
717161	10-May-2023	AMERICAN REFRIGERATION SUPPLIES INC	1,334.02
716800	03-May-2023	AMIN, NAYAN (R)	120.00
716891	03-May-2023	ANCON	20,603.75
717162	10-May-2023	ANCON	2,815.00
717360	17-May-2023	ANCON	6,888.75
717541	24-May-2023	ANCON	13,157.52
717681	31-May-2023	ANCON	4,222.50
717609	30-May-2023	ANDRAWES, ANTHONY M.	769.00
717404	18-May-2023	ANDRES, CHRISTOPHER F	225.32
1080584	04-May-2023	ANDREW'S REFRIGERATIONS INC	6,274.59
1080759	25-May-2023	ANDREW'S REFRIGERATIONS INC	599.86
717584	25-May-2023	ANGLIN, TARA M	212.00
717361	17-May-2023	ANIXTER INC	483.12
1080642	11-May-2023	ANTHEM LIFE INSURANCE COMPANY	13,613.27
717243	16-May-2023	APC 2020 INVESTMENT, LLC	2,493.00
717610	30-May-2023	APC 2020 INVESTMENT, LLC	15,516.00
717163	10-May-2023	APL ACCESS & SECURITY	70.00
717362	17-May-2023	APL ACCESS & SECURITY	227,364.40
717682	31-May-2023	APL ACCESS & SECURITY	11,038.81
717585	25-May-2023	ARANDA, RUBEN J	15.79
716892	03-May-2023	ARCADIS US INC	41,806.15
717164	10-May-2023	ARCHIVESOCIAL LLC	14,388.00
717611	30-May-2023	ARDA, JAMET E	113.00
717165	10-May-2023	ARDURRA GROUP, INC	4,510.00
717418	24-May-2023	ARDURRA GROUP, INC	14,289.80
1080695	18-May-2023	ARIZONA 811	1,562.57
717166	10-May-2023	ARIZONA ATTORNEY GENERAL	3,440.45
717363	17-May-2023	ARIZONA CART SERVICES, INC	84.00
716893	03-May-2023	ARIZONA ELECTRIC SUPPLY CO	12,852.50
716894	03-May-2023	ARIZONA ELEVATOR SOLUTIONS, INC	351.99
717167	10-May-2023	ARIZONA ELEVATOR SOLUTIONS, INC	152.50
717364	17-May-2023	ARIZONA ELEVATOR SOLUTIONS, INC	5,500.36
1080895	30-May-2023	ARIZONA ELITE PROPERTIES	2,122.00
1080580	04-May-2023	ARIZONA EMERGENCY PRODUCTS	54,204.47
1080916	30-May-2023	ARIZONA HOMES PLUS	1,296.00
717168	10-May-2023	ARIZONA HOUSING AUTHORITY DIRECTORS ASSOCIATION	150.00
717169	10-May-2023	ARIZONA IMPRESSIONS COMMUNITY ASSOCIATION INC	1,000.00
716895	03-May-2023	ARIZONA OFFICE TECHNOLOGIES	132.19
717419	24-May-2023	ARIZONA OFFICE TECHNOLOGIES	132.19
1080577	04-May-2023	ARIZONA PEST PREVENTION	330.00
1080626	11-May-2023	ARIZONA PEST PREVENTION	225.00
1080692	18-May-2023	ARIZONA PEST PREVENTION	290.00
1080750	25-May-2023	ARIZONA PEST PREVENTION	170.00
717170	10-May-2023	ARIZONA POWER AUTHORITY	3,012.88
717171	10-May-2023	ARIZONA PROSECUTING ATTORNEYS ADVISORY COUNCIL	800.00
716896	03-May-2023	ARIZONA PUBLIC SERVICE COMPANY	3,152.24
716946	05-May-2023	ARIZONA PUBLIC SERVICE COMPANY	105.00
717172	10-May-2023	ARIZONA PUBLIC SERVICE COMPANY	1,064.83
717204	10-May-2023	ARIZONA PUBLIC SERVICE COMPANY	4,816.00
716897	03-May-2023	ARIZONA REGION OF USA VOLLEYBALL (R)	45.00

717173	10-May-2023	ARIZONA SECRETARY OF STATE	43.00
717420	24-May-2023	ARIZONA SECRETARY OF STATE	50.00
716898	03-May-2023	ARIZONA STATE TREASURER	222,760.38
1080575	04-May-2023	ARIZONA WATER WORKS SUPPLY INC	1,117.14
1080690	18-May-2023	ARIZONA WATER WORKS SUPPLY INC	630.44
1080747	25-May-2023	ARIZONA WATER WORKS SUPPLY INC	383.77
1080586	04-May-2023	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	158.00
1080636	11-May-2023	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	26.00
1080701	18-May-2023	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	1,200.00
1080762	25-May-2023	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	131.00
1080904	30-May-2023	ARM OF SAVE THE FAMILY FOUNDATION OF ARIZONA	94.00
717174	10-May-2023	ARMIE MANAGEMENT, LLC	129,831.79
717683	31-May-2023	ARRINGTON WATKINS ARCHITECTS, LLC	6,596.00
716899	03-May-2023	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	30.00
1080625	11-May-2023	ARTISTIC LAND MANAGEMENT INC	9,422.08
1080691	18-May-2023	ARTISTIC LAND MANAGEMENT INC	21,097.95
1080749	25-May-2023	ARTISTIC LAND MANAGEMENT INC	25,871.47
716900	03-May-2023	ASANA, INC	28,454.03
716901	03-May-2023	ASR CONSTRUCTION GROUP LLC	56,712.01
716957	10-May-2023	AT&T MOBILITY	21,388.27
1080590	04-May-2023	ATTORNEY T LAW	4,167.00
1080937	30-May-2023	AUSTIN FLECK PROPERTY MANAGEMENT LLC	1,239.00
717365	17-May-2023	AVFUEL CORP	36,680.61
1080825	30-May-2023	AZ HOME FOR US	1,812.00
716902	03-May-2023	AZ LIGHTING & ELECTRIC LLC	975.00
1080840	30-May-2023	AZ REALTY PROPERTY HOLDINGS, LLC	11,316.00
1080633	11-May-2023	AZCEND	33,750.00
1080804	30-May-2023	AZLTRE LLC	1,256.00
717366	17-May-2023	B&F CONTRACTING INC	249,295.25
717684	31-May-2023	B&F CONTRACTING INC	69,623.71
716903	03-May-2023	BAKER & TAYLOR, LLC	4,819.97
717175	10-May-2023	BAKER & TAYLOR, LLC	2,093.41
717421	24-May-2023	BAKER & TAYLOR, LLC	696.15
716958	10-May-2023	BAKER, JARED (R)	25.00
1080748	25-May-2023	BALAR EQUIPMENT CORP	557.94
717422	24-May-2023	BALDWIN, AMY AND MATTHEW (R)	95.00
716904	03-May-2023	BALLET FOLKLORICO QUETZALLI-AZ, INC	1,500.00
1080622	08-May-2023	BANK OF AMERICA	1,172,832.11
717423	24-May-2023	BANNER EMPLOYER SERVICES, LLC	199.00
717367	17-May-2023	BANNER OCCUPATIONAL HEALTH CLINICS	75.00
717424	24-May-2023	BANNER OCCUPATIONAL HEALTH CLINICS	2,130.00
717425	24-May-2023	BANNER OCCUPATIONAL HEALTH CLINICS	1,678.00
717426	24-May-2023	BANNER OCCUPATIONAL HEALTH CLINICS	335.00
717427	24-May-2023	BANNER OCCUPATIONAL HEALTH CLINICS	175.00
717428	24-May-2023	BANNER OCCUPATIONAL HEALTH CLINICS	80.00
717429	24-May-2023	BANNER OCCUPATIONAL HEALTH CLINICS	175.00
716927	04-May-2023	BARBA, ERICA S	167.00
1080685	16-May-2023	BARKDOLL PROPERTIES LLC	800.00
1080930	30-May-2023	BARKDOLL PROPERTIES LLC	12,584.00
717368	17-May-2023	BARKER RINKER SEACAT ARCHITECTURE	69,845.13
717209	11-May-2023	BARNES II, STEPHEN A	106.00
716801	03-May-2023	BARNES, CHARLES (R)	409.42

717176	10-May-2023	BARRAZA, BOBBY (R)	25.00
717771	31-May-2023	BARTLETT, ZACHARY (R)	5.29
717305	17-May-2023	BASHAS INC (R)	1,141.38
717306	17-May-2023	BAUTISTA, ERIKA (R)	158.30
1080576	04-May-2023	BAVCO	457.61
1080624	11-May-2023	BAVCO	51.21
716746	01-May-2023	BCORE MF ARCHES LLC	1,434.00
716937	04-May-2023	BCORE MF ARCHES LLC	4,386.00
717205	10-May-2023	BCORE MF ARCHES LLC	1,190.00
717244	16-May-2023	BCORE MF ARCHES LLC	674.00
717612	30-May-2023	BCORE MF ARCHES LLC	42,109.00
717800	31-May-2023	BCORE MF ARCHES LLC	2,322.00
717613	30-May-2023	BEAUX, CANDACE	1,292.00
1080838	30-May-2023	BECKMAN, KRISTI M	2,346.00
717058	10-May-2023	BENSHITRIT, OREN (R)	93.73
717307	17-May-2023	BEREOVICI, JAYLEE (R)	11.38
1080647	11-May-2023	BERRY LAW GROUP, PLLC	29,395.00
1080857	30-May-2023	BEST NEIGHBORS, LLC	2,759.00
716905	03-May-2023	BEST PLUMBING SPECIALTIES INC	144.88
716802	03-May-2023	BHARADWAJ, SARANSH (R)	14.67
1080807	30-May-2023	BHATT, AMAR BHARAT	2,122.00
716803	03-May-2023	BHUKTA, RITA (R)	19.25
1080687	16-May-2023	BIG STAR PROPERTIES, LLC	800.00
1080832	30-May-2023	BIG STAR PROPERTIES, LLC	10,176.00
717430	24-May-2023	BINGHAM EQUIPMENT COMPANY	1,639.97
1080754	25-May-2023	BLACK & VEATCH CORPORATION	3,385.00
717059	10-May-2023	BLACK ROCK FINANCIAL LLC (R)	69.84
716804	03-May-2023	BLATTNER, HARLEY (R)	41.32
717586	25-May-2023	BLOCK, BENJAMIN (R)	45.84
717177	10-May-2023	BLOOD ALCOHOL TESTING & CONSULTING, LLC	300.00
717060	10-May-2023	BLUE ENTERPRISE HOLDINGS LLC (R)	36.27
1080836	30-May-2023	BMF IV AZ LAGUNA VILLAGE LLC	11,890.00
1080806	30-May-2023	BOTROS, ASAMA	1,795.00
717178	10-May-2023	BOUND TREE MEDICAL LLC	6,947.96
717431	24-May-2023	BOUND TREE MEDICAL LLC	2,976.10
717685	31-May-2023	BOUND TREE MEDICAL LLC	3,095.79
716805	03-May-2023	BOURGEOIS, MELANDI (R)	93.11
716906	03-May-2023	BOWMAN AND BROOKE LLP	600.00
717686	31-May-2023	BOYS & GIRLS CLUBS OF THE VALLEY	14,523.71
717772	31-May-2023	BPR COMPANIES (R)	1,384.95
717308	17-May-2023	BRADLEY, MICHAEL (R)	66.20
717061	10-May-2023	BRAUNING, ASHLEY (R)	20.28
1080798	30-May-2023	BRAVO, DEBORAH LYNN	1,014.00
717614	30-May-2023	BREIT MF LUMIERE CHANDLER LLC	3,485.00
1080581	04-May-2023	BRENNTAG PACIFIC INC	14,122.97
1080628	11-May-2023	BRENNTAG PACIFIC INC	9,266.87
1080698	18-May-2023	BRENNTAG PACIFIC INC	16,103.19
1080756	25-May-2023	BRENNTAG PACIFIC INC	13,624.52
717432	24-May-2023	BRIGHT TOUCH PAINTING LLC	1,850.00
1080585	04-May-2023	BRIGHTVIEW LANDSCAPE SERVICES, INC	244,445.72
1080635	11-May-2023	BRIGHTVIEW LANDSCAPE SERVICES, INC	286,829.20
1080700	18-May-2023	BRIGHTVIEW LANDSCAPE SERVICES, INC	3,244.31

1080761	25-May-2023	BRIGHTVIEW LANDSCAPE SERVICES, INC	67,109.30
717309	17-May-2023	BROKY, JOHN (R)	60.11
717210	11-May-2023	BROMUND, RONALD R	96.00
717369	17-May-2023	BROOKSIES PROPANE	51.23
1080859	30-May-2023	BROTHERS TAEKWON DO INC	1,149.00
716938	05-May-2023	BROWN, DANIEL L	135.00
717615	30-May-2023	BROWN, JACK	1,050.00
1080757	25-May-2023	BSN SPORTS INC	938.40
717062	10-May-2023	BUCHANAN, BARBARA (R)	41.19
717179	10-May-2023	BUESING CORPORATION	50.00
717687	31-May-2023	BUESING CORPORATION	275.00
717370	17-May-2023	BUILDERS GUILD INC	6,464.58
1080921	30-May-2023	BURCH, CHRISTOPHER	1,285.00
717449	24-May-2023	BURCH, FRANK H II (R)	10.00
1080867	30-May-2023	BURNHAM, TIMOTHY	396.00
1080885	30-May-2023	BURTON, DOUGLAS J	1,510.00
717688	31-May-2023	BUSCH SYSTEMS INTERNATIONAL INC	4,957.87
717063	10-May-2023	BUTCHER, AMANDA (R)	8.43
716806	03-May-2023	BUTLER, AARON (R)	32.93
717064	10-May-2023	BYLAND, RONALD (R)	33.69
717371	17-May-2023	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	17,910.61
716807	03-May-2023	CABAJ, PIOTR (R)	10.30
717616	30-May-2023	CALDWELL PROPERTY SOLUTIONS	1,306.00
1080699	18-May-2023	CALIENTE CONSTRUCTION INC	32,030.97
717405	18-May-2023	CALLIS, HEATHER L	276.60
717542	24-May-2023	CALLOWAY, MAURICE (R)	449.00
717065	10-May-2023	CAMARGO, EMILIANO (R)	63.66
717543	24-May-2023	CAMPBELL, SHANTEIA (R)	54.61
717008	10-May-2023	CANJAR, TERESA M	16.46
717180	10-May-2023	CAPITAL PUMP & EQUIPMENT LLC	2,458.58
717689	31-May-2023	CAPITAL PUMP & EQUIPMENT LLC	3,402.00
717181	10-May-2023	CARBON ACTIVATED CORPORATION	53,767.20
1080751	25-May-2023	CAROLLO ENGINEERS	9,767.10
717310	17-May-2023	CARRANZA, AMANDA (R)	24.79
717544	24-May-2023	CARRAZCO, EVA (R)	39.31
716939	05-May-2023	CARTER, DANNY W	164.00
717773	31-May-2023	CARTER, DERICK (R)	56.71
716907	03-May-2023	CARTRIGHTS DRAIN SERVICE INC	1,075.00
717372	17-May-2023	CARTRIGHTS DRAIN SERVICE INC	5,170.00
1080623	11-May-2023	CDW GOVERNMENT INC	104,021.21
1080634	11-May-2023	CE WILSON CONSULTING, LLC	17,125.00
717545	24-May-2023	CELAYA, ANTHONY (R)	53.25
1080578	04-May-2023	CENTRAL ARIZONA PROJECT	708,202.25
1080644	11-May-2023	CENTURYLINK	10,643.90
1080645	11-May-2023	CENTURYLINK	3,381.12
716908	03-May-2023	CERNER CORPORATION	16,653.73
717690	31-May-2023	CERNER CORPORATION	510.00
717237	11-May-2023	CHACON, AMILAR (R)	1,117.00
717182	10-May-2023	CHANDLER AIRPORT CENTER CAC, LLC	185,196.91
717691	31-May-2023	CHANDLER AIRPORT CENTER CAC, LLC	203,299.84
717183	10-May-2023	CHANDLER CARE CENTER CHILDREN'S MEDICAL AND DENTAL CLINIC, INC	28,063.75
717433	24-May-2023	CHANDLER CHAMBER COMMUNITY FOUNDATION	3,500.00

717692	31-May-2023	CHANDLER CHAMBER COMMUNITY FOUNDATION	5,897.00
1080764	25-May-2023	CHANDLER GARDENS	85.00
1080831	30-May-2023	CHANDLER GARDENS	21,616.00
1080900	30-May-2023	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	27,568.00
1080952	31-May-2023	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	1,020.00
717373	17-May-2023	CHANDLER UNIFIED SCHOOL DISTRICT #80	1,000.00
717311	17-May-2023	CHARTRAND, NICOLE (R)	140.56
1080755	25-May-2023	CHASSE BUILDING TEAM INC	12,858.00
717066	10-May-2023	CHAVIRA, ANGELA (R)	65.78
717067	10-May-2023	CHENG, LING (R)	602.24
716808	03-May-2023	CHERRY, DONNA (R)	26.26
717068	10-May-2023	CHIAZZ, DANIEL (R)	35.35
717374	17-May-2023	CHILLER CITY CORP	1,551.00
1080587	04-May-2023	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	16,944.00
1080637	11-May-2023	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	58,968.00
1080763	25-May-2023	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	5,709.00
717774	31-May-2023	CHUNG, JIHAE (R)	47.56
716947	05-May-2023	CITY OF GLENDALE (233-5)	2,637.52
717375	17-May-2023	CITY OF MESA	8,000.00
716948	05-May-2023	CITY OF ORLANDO HOUSING AUTHORITY	1,018.76
716909	03-May-2023	CITY OF PHOENIX	10.00
717184	10-May-2023	CITY OF PHOENIX	4,753.08
717376	17-May-2023	CITY OF PHOENIX	102,141.50
1080693	18-May-2023	CITY WIDE PEST CONTROL INC	1,484.00
716910	03-May-2023	CIVITAN FOUNDATION INC (R)	33.75
717377	17-May-2023	CLARK HILL PLC	1,386.00
717434	24-May-2023	CLARK HILL PLC	3,762.00
717693	31-May-2023	CLARK TRANSPORTATION SOLUTIONS	2,057.98
1080574	04-May-2023	CLEANVIEW SEWER INSPECTIONS LLC	924.21
1080689	18-May-2023	CLEANVIEW SEWER INSPECTIONS LLC	200.00
1080746	25-May-2023	CLEANVIEW SEWER INSPECTIONS LLC	12,414.42
717378	17-May-2023	CLOSET FACTORY	4,186.00
716911	03-May-2023	CLUBCONNECT, L.L.C.	145.54
716912	03-May-2023	CMEK ENTERPRISE (R)	45.00
717185	10-May-2023	COIN AND PROFESSIONAL EQUIPMENT	66,278.63
717069	10-May-2023	COLEMAN, TERRA (R)	9.11
717186	10-May-2023	COMMERCIAL POOL REPAIR	41,933.34
717435	24-May-2023	COMMERCIAL POOL REPAIR	27,241.34
717694	31-May-2023	COMMERCIAL POOL REPAIR	17,829.30
717436	24-May-2023	COMMERCIAL REFRIGERATION SERVICE, INC	316.88
717379	17-May-2023	COMMITTEE ON ACCREDITATION OF EDUCATIONAL	1,700.00
717187	10-May-2023	COMPUTER AID, INC	280,249.97
717437	24-May-2023	CONSOR NORTH AMERICA, INC	22,414.00
1080694	18-May-2023	CONSULTANT ENGINEERING INC	64,986.06
716913	03-May-2023	COONS, DANIEL N	375.61
716758	03-May-2023	COPPERFIELD ESTATES HOMEOWNERS ASSOCIATION (R)	250.00
717617	30-May-2023	CORAL GARDENS	492.00
716914	03-May-2023	CORE & MAIN LP	15,303.56
717188	10-May-2023	CORE & MAIN LP	150,669.84
717438	24-May-2023	CORE & MAIN LP	23,664.10
717695	31-May-2023	CORE & MAIN LP	974.08
717189	10-May-2023	COREY, ARLENE AND ALAN COREY (R)	95.00

1080908	30-May-2023	COSTALES, ABEL	624.00
717775	31-May-2023	COSTELLO, ALEXANDRA (R)	59.83
717406	18-May-2023	COWDEN, SCOTT W	188.00
1080643	11-May-2023	COX BUSINESS	3.14
717439	24-May-2023	COX BUSINESS	877.50
717587	25-May-2023	COX, BRYAN S	46.12
717450	24-May-2023	CRANMER, ANSON AND/OR DIANG (R)	10.00
717190	10-May-2023	CRAWFORD MECHANICAL SERVICES, LLC	1,562.98
716915	03-May-2023	CREATIVE CONSTRUCTION AND FACILITIES CORPORATION (R)	33.75
717546	24-May-2023	CUNNINGHAM, MICHELLE (R)	72.21
717191	10-May-2023	CURRY, JAMES	1,147.99
716916	03-May-2023	CUTTERS DOCUMENT DESTRUCTION, LLC	379.90
717312	17-May-2023	CVH CONSTRUCTION LLC (R)	181.37
716917	03-May-2023	D L SALES CORP	651.61
717440	24-May-2023	D L SALES CORP	1,964.83
1080760	25-May-2023	D.H. PACE COMPANY, INC	341.41
717547	24-May-2023	DABROWSKI, ANGELICA (R)	97.49
717548	24-May-2023	DANCO HOMES LLC (R)	74.15
717313	17-May-2023	DAVE'S CONSTRUCTION SERVICE INC (R)	1,180.76
1080846	30-May-2023	DAVID INVESTMENT LLC	289.00
717192	10-May-2023	DAVIDSON & BELLUSO, INC	94,103.75
717314	17-May-2023	DAVIS, BRYCE (R)	17.47
717070	10-May-2023	DAVIS, DAZHAWN (R)	61.63
717776	31-May-2023	DAVIS, KRISTI (R)	5.81
717549	24-May-2023	DAVIS, RHETT (R)	47.52
716809	03-May-2023	DAVIS, ROBERT (R)	102.44
717380	17-May-2023	DAY AUTO SUPPLY, INC	1,525.15
717441	24-May-2023	DAY AUTO SUPPLY, INC	973.78
717696	31-May-2023	DAY AUTO SUPPLY, INC	1,816.62
717697	31-May-2023	DCS CONTRACTING INC	223,554.52
717193	10-May-2023	DECA SOUTHWEST	6,059.04
716759	03-May-2023	DEHOFF, GARY	800.00
717777	31-May-2023	DEIBEL, CHASE (R)	12.92
716810	03-May-2023	DELEON, JENNIFER (R)	73.71
716918	03-May-2023	DELTA DENTAL OF ARIZONA	10,469.49
717194	10-May-2023	DELTA DENTAL OF ARIZONA	171,424.93
717315	17-May-2023	DENEAU, DAVID (R)	36.00
1080767	25-May-2023	DENNIS L LOPEZ & ASSOCIATES LLC	525.00
716919	03-May-2023	DESERT TOX, LLC	627.05
717071	10-May-2023	DESHONG, KYRIE (R)	87.75
1080579	04-May-2023	DEVAU HUMAN RESOURCES	21,827.31
1080627	11-May-2023	DEVAU HUMAN RESOURCES	30,195.47
1080697	18-May-2023	DEVAU HUMAN RESOURCES	2,681.60
1080753	25-May-2023	DEVAU HUMAN RESOURCES	31,926.62
716747	01-May-2023	DIAZ, MARICELIA (R)	30,420.00
717381	17-May-2023	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	8,022.00
717442	24-May-2023	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	13,375.49
717195	10-May-2023	DIBBLE CM, LLC	49,332.50
717382	17-May-2023	DIBBLE CM, LLC	300.00
717778	31-May-2023	DIGIAN, BARBARA (R)	21.43
717196	10-May-2023	DIGNITY HEALTH FOUNDATION - EAST VALLEY	55,529.75
717072	10-May-2023	DILLON VENTURE CAPITAL LLC (R)	92.06

716920	03-May-2023	DISALVO, ADRIENNE	150.00
716921	03-May-2023	DISH WIRELESS LLC (R)	45.00
717550	24-May-2023	DIXON, SADIE (R)	75.96
717618	30-May-2023	DO, HUNG VAN	729.00
717443	24-May-2023	DOBSON FARMS V, LLC	12,911.40
717073	10-May-2023	DOMINGO-MORALES, EDUARDO (R)	61.08
717383	17-May-2023	DOOLEY ENTERPRISES, INC	44,334.46
716922	03-May-2023	DOORS BY GEORGE INC	673.78
716923	03-May-2023	DOS AMIGOS LLC (R)	11.25
1080589	04-May-2023	DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP	8,697.00
716924	03-May-2023	DPC ENTERPRISES LP	26,251.78
717197	10-May-2023	DPC ENTERPRISES LP	39,649.62
717384	17-May-2023	DPC ENTERPRISES LP	33,826.02
717444	24-May-2023	DPC ENTERPRISES LP	25,019.66
717698	31-May-2023	DPC ENTERPRISES LP	10,450.54
716748	01-May-2023	DUCKS & ASSOC REALTY INC	1,410.00
717619	30-May-2023	DUCKS & ASSOC REALTY INC	2,018.00
717074	10-May-2023	DUDLEY, WILLIAM (R)	80.18
716940	05-May-2023	DUGGAN, SEAN E	474.00
1080582	04-May-2023	DYE CARBONIC	1,540.01
1080631	11-May-2023	DYE CARBONIC	2,981.32
1080758	25-May-2023	DYE CARBONIC	1,976.70
1080588	04-May-2023	DYNAMIC OFFICIALS AND SPORTS	4,864.00
1080638	11-May-2023	DYNAMIC OFFICIALS AND SPORTS	2,432.00
1080765	25-May-2023	DYNAMIC OFFICIALS AND SPORTS	2,356.00
717779	31-May-2023	DYSON, TAYLOR (R)	13.93
717316	17-May-2023	EARL, NEWBY (R)	33.99
717247	17-May-2023	EARNHARDT	535.61
717248	17-May-2023	EARNHARDT	2,018.47
717451	24-May-2023	EARNHARDT	248.89
717452	24-May-2023	EARNHARDT	2,099.96
717700	31-May-2023	EARNHARDT	1,558.57
717701	31-May-2023	EARNHARDT	828.81
717453	24-May-2023	EARNHARDT CHEVROLET	1,195.88
717702	31-May-2023	EARNHARDT CHEVROLET	842.54
1080709	18-May-2023	EARNHARDT TOYOTA	67.11
1080655	11-May-2023	EAST VALLEY JCC	40,000.00
717075	10-May-2023	EDWARDS, TRAVIS (R)	25.10
1080947	30-May-2023	EKSS LLC	1,153.00
717076	10-May-2023	ELSEADAY, AHMED (R)	95.61
716959	10-May-2023	ELY BETTINI ULMAN ROSENBLATT & OZER (R)	5.00
716835	03-May-2023	EMERGENCY ENVIRONMENTAL SERVICES LLC	3,607.75
1080651	11-May-2023	EMPACT SUICIDE PREVENTION CENTER INC	13,365.00
717454	24-May-2023	EMPIRE SOUTHWEST	165.75
716836	03-May-2023	ENSO SKINCARE AND WELLNESS LLC (R)	80.00
716960	10-May-2023	ENTELLUS INC	14,630.98
717249	17-May-2023	ENTELLUS INC	64,727.13
717703	31-May-2023	ENTELLUS INC	683.60
1080772	25-May-2023	ENTERPRISE NETWORKS SOLUTIONS INC	815.68
717250	17-May-2023	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	310.00
717455	24-May-2023	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	910.00
1080943	30-May-2023	EPICENTER HOLDINGS LLC	5,899.00

716837	03-May-2023	EQUIFAX WORKFORCE SOLUTIONS LLC	5,740.44
717387	18-May-2023	EQUIFAX WORKFORCE SOLUTIONS LLC	10,974.15
717456	24-May-2023	EQUIFAX WORKFORCE SOLUTIONS LLC	4,882.34
717597	25-May-2023	ESCOBEDO, CONSUELO (R)	27,708.90
717400	18-May-2023	ESHAQ, MUNAIM GEORGE ABU	400.00
717620	30-May-2023	ESHAQ, MUNAIM GEORGE ABU	479.00
717077	10-May-2023	ESPINOSA, ARIELLE (R)	85.00
717078	10-May-2023	ESSEX, NICHOLAS (R)	12.52
717551	24-May-2023	ESTATE LLC PNR REAL (R)	29.91
717457	24-May-2023	EUROFINS ENVIRONMENT TESTING SOUTHWEST LLC	165.00
717079	10-May-2023	EVANS, ANGELA (R_	75.75
1080813	30-May-2023	EVERGREEN ON HAYDEN LANE APARTMENTS	1,510.00
1080596	04-May-2023	EWING IRRIGATION PRODUCTS INC	8,340.96
1080660	11-May-2023	EWING IRRIGATION PRODUCTS INC	1,788.83
1080712	18-May-2023	EWING IRRIGATION PRODUCTS INC	489.50
1080777	25-May-2023	EWING IRRIGATION PRODUCTS INC	2,715.80
716961	10-May-2023	EXERPLAY INC	25,396.99
717458	24-May-2023	EXERPLAY INC	4,626.75
717080	10-May-2023	F&F1, LLC (R)	77.25
717251	17-May-2023	FACTORY MOTOR PARTS COMPANY	1,244.57
717459	24-May-2023	FACTORY MOTOR PARTS COMPANY	2,555.60
717704	31-May-2023	FACTORY MOTOR PARTS COMPANY	849.03
717081	10-May-2023	FARINA, MICHAEL (R)	55.96
716838	03-May-2023	FARMACY JUICE BAR LLC (R)	33.75
717621	30-May-2023	FARNSWORTH REALTY & MANAGEMENT	1,816.00
716962	10-May-2023	FARRAN, KIMBERLY AND TODD FARRAN (R)	227.50
717388	18-May-2023	FASTSIGNS - CHANDLER	4,586.01
716963	10-May-2023	FCI CONSTRUCTORS, INC	359,442.25
1080649	11-May-2023	FELIX CONSTRUCTION COMPANY	414,425.44
716811	03-May-2023	FELIX CONSTRUCTION COMPANY (R)	1,195.97
717082	10-May-2023	FENG, KANYON (R)	21.03
1080873	30-May-2023	FENG, WINNIE	1,381.00
716839	03-May-2023	FENNEMORE CRAIG, P.C.	340.00
717705	31-May-2023	FENNEMORE CRAIG, P.C.	11,570.00
716840	03-May-2023	FERGUSON ENTERPRISES, LLC	167.34
716964	10-May-2023	FERGUSON ENTERPRISES, LLC	68,696.00
716965	10-May-2023	FERGUSON ENTERPRISES, LLC	129.08
717252	17-May-2023	FERGUSON ENTERPRISES, LLC	128.31
717706	31-May-2023	FERGUSON ENTERPRISES, LLC	182.25
717460	24-May-2023	FERNANDEZ, EDGAR	7,700.00
716966	10-May-2023	FIDELITY NATIONAL TITLE AGENCY INC	8,190.00
717389	18-May-2023	FIDELITY NATIONAL TITLE AGENCY INC	1,170.00
716967	10-May-2023	FIELDPRINT, INC	739.75
717588	25-May-2023	FIGUEROA, ROSENDO P	228.00
1080864	30-May-2023	FINNEY, JESSE	1,766.00
717390	18-May-2023	FIREWORKS PRODUCTIONS OF ARIZONA	4,500.00
717461	24-May-2023	FIRST CITIZENS BANK - DAC43 (R)	38.19
716949	05-May-2023	FLAGSTAFF HOUSING AUTHORITY	1,910.76
1080703	18-May-2023	FLEXIBLE BENEFIT ADMINISTRATORS INC	621.60
1080704	18-May-2023	FLEXIBLE BENEFIT ADMINISTRATORS INC	805.00
716812	03-May-2023	FLICKINGER, BARRY (R)	70.66
717317	17-May-2023	FLOYD, HEATHER (R)	60.77

716841	03-May-2023	FLYERS ENERGY LLC	35,749.88
716968	10-May-2023	FLYERS ENERGY LLC	36,021.52
717253	17-May-2023	FLYERS ENERGY LLC	37,241.57
717462	24-May-2023	FLYERS ENERGY LLC	3,310.19
717707	31-May-2023	FLYERS ENERGY LLC	72,882.47
1080871	30-May-2023	FOCUS LLC	2,943.00
1080650	11-May-2023	FOSTER ELECTRIC MOTOR SERVICE, INC	10,933.71
1080769	25-May-2023	FOSTER ELECTRIC MOTOR SERVICE, INC	14,444.53
717083	10-May-2023	FOSTER, GLENN (R)	51.24
717463	24-May-2023	FREIGHTLINER OF ARIZONA LLC	9.43
1080918	30-May-2023	FRESNO INVESTMENTS	1,968.00
716842	03-May-2023	FRUTH GROUP INC	416.01
716969	10-May-2023	FRUTH GROUP INC	33.29
717464	24-May-2023	FRUTH GROUP INC	29.45
716843	03-May-2023	FSL HOME IMPROVEMENTS	20,848.99
716844	03-May-2023	FULCRUM CONSTRUCTION, INC (R)	33.75
717465	24-May-2023	FUSION POWER - VECTOR ENERGY (R)	85.00
717401	18-May-2023	GANAPATHY, RAMSUNDAR	400.00
717598	25-May-2023	GANAPATHY, RAMSUNDAR	2,023.00
717622	30-May-2023	GANAPATHY, RAMSUNDAR	2,623.00
717623	30-May-2023	GANI, OSAMA S	1,949.00
717624	30-May-2023	GARCIA, CRISTINA	277.00
716845	03-May-2023	GEOSYSTEMS ANALYSIS INC	5,880.00
717708	31-May-2023	GEOSYSTEMS ANALYSIS INC	3,550.00
1080816	30-May-2023	GHAMRAOUI, SABAH K	1,827.00
1080595	04-May-2023	GHASTER PAINTING & COATINGS INC	14,970.00
1080711	18-May-2023	GHASTER PAINTING & COATINGS INC	6,895.00
717466	24-May-2023	GHD INC	13,748.00
717625	30-May-2023	GHOMRAWI, ABDALLAH	688.00
717254	17-May-2023	GILA RIVER INDIAN COMMUNITY	16,144.55
717391	18-May-2023	GILA RIVER INDIAN COMMUNITY	4,739.74
716846	03-May-2023	GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY	30,781.98
717709	31-May-2023	GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY	29,346.84
716970	10-May-2023	GILA RIVER TELECOMMUNICATION	217.87
1080927	30-May-2023	GILBERT, JUSTIN	1,425.00
1080923	30-May-2023	GILBERT, THURMAN	2,615.00
716928	04-May-2023	GILMORE, LATISHA A	167.00
1080848	30-May-2023	GIRGIS, JAKLINE	1,643.00
1080874	30-May-2023	GJONZENELI, MURAT	4,994.00
716847	03-May-2023	GLENNIE REPORTING SERVICES	563.10
717710	31-May-2023	GLENNIE REPORTING SERVICES	7,284.80
1080841	30-May-2023	GO GET IT INVESTMENTS LLC	951.00
717217	11-May-2023	GODOY, MIGUEL	5,000.00
1080817	30-May-2023	GOLD COAST REALTY	1,138.00
1080863	30-May-2023	GOLD STONE INVESTMENT LLC	2,000.00
717780	31-May-2023	GOLDEN BULL REALTY (R)	88.67
716813	03-May-2023	GOMEZ, KATHERINE (R)	69.53
716848	03-May-2023	GONZALEZ & SMITH, P. C.	4,167.00
717781	31-May-2023	GONZALEZ CONSTRUCTION (R)	1,344.25
716971	10-May-2023	GORDWIN LAW, PLLC	4,167.00
1080905	30-May-2023	GORE, VIPUL	1,089.00
717318	17-May-2023	GOTCH, STEVEN (R)	79.96

717711	31-May-2023	GOVERNOR'S OFFICE OF HIGHWAY SAFETY	105.00
717712	31-May-2023	GOVERNOR'S OFFICE OF HIGHWAY SAFETY	105.00
717713	31-May-2023	GOVERNOR'S OFFICE OF HIGHWAY SAFETY	105.00
717714	31-May-2023	GOVERNOR'S OFFICE OF HIGHWAY SAFETY	105.00
717715	31-May-2023	GOVERNOR'S OFFICE OF HIGHWAY SAFETY	105.00
717716	31-May-2023	GOVERNOR'S OFFICE OF HIGHWAY SAFETY	105.00
716849	03-May-2023	GRAINGER	3,266.57
716972	10-May-2023	GRAINGER	1,919.01
716973	10-May-2023	GRAINGER	1,400.24
717255	17-May-2023	GRAINGER	2,246.11
717256	17-May-2023	GRAINGER	3,381.15
717392	18-May-2023	GRAINGER	478.16
717467	24-May-2023	GRAINGER	1,017.46
717468	24-May-2023	GRAINGER	1,945.67
717717	31-May-2023	GRAINGER	1,245.73
717552	24-May-2023	GRANADO, JOSE (R)	16.55
717257	17-May-2023	GRANITE CONSTRUCTION COMPANY	976,137.36
717218	11-May-2023	GRAY QUARTER, INC	462.50
716850	03-May-2023	GRAYBAR ELECTRIC COMPANY INC	2,571.18
717258	17-May-2023	GRAYBAR ELECTRIC COMPANY INC	3,664.59
716974	10-May-2023	GRAYMAR ENVIRONMENTAL SERVICES, INC	406.00
716851	03-May-2023	GREAT TRAINING LLC	2,530.00
1080707	18-May-2023	GREATER PHOENIX ECONOMIC COUNCIL	34,302.25
716760	03-May-2023	GREEN, KRISTINA LEWIS (R)	42.55
717211	11-May-2023	GREENE, DANIEL C	64.00
716852	03-May-2023	GROUNDS CONTROL LLC	33,058.27
716975	10-May-2023	GROUNDS CONTROL LLC	62,694.03
717393	18-May-2023	GROUNDS CONTROL LLC	35,849.05
1080653	11-May-2023	GRUBER POWER SERVICES	1,402.92
717319	17-May-2023	GUBKA, RANDY (R)	48.99
1080889	30-May-2023	GUERRERO, LAURIE	1,440.00
1080951	30-May-2023	GUERRERO, ROSE	3,050.00
717084	10-May-2023	GUEST, JADEN (R)	101.22
717553	24-May-2023	GULATTO, PETER (R)	103.17
717085	10-May-2023	GUNSIGHT CONSTRUCTION CORP (R)	1,389.44
717086	10-May-2023	GUTIERREZ, DESTINY (R)	10.34
716853	03-May-2023	GYM TECH LLC	2,495.67
717718	31-May-2023	GYM TECH LLC	190.00
1080771	25-May-2023	H&E EQUIPMENT SERVICES INC	30,273.00
716854	03-May-2023	HACH COMPANY	3,124.04
717719	31-May-2023	HACH COMPANY	23,699.03
1080936	30-May-2023	HADAWAY, MICHELLE VIVIANNE	1,536.00
1080924	30-May-2023	HADEED, JAMES	1,318.00
716976	10-May-2023	HAGAR, ELIZABETH	21.04
1080909	30-May-2023	HALL, ERIC	982.00
1080850	30-May-2023	HAMMEL INVESTMENTS, LLC	985.00
716977	10-May-2023	HAMPTON, STEVE	35.00
1080878	30-May-2023	HANDZEL, SHARON C	1,244.00
717087	10-May-2023	HANSEN, CHAD (R)	86.25
717469	24-May-2023	HARCHARAN, VILKU (R)	10.00
717554	24-May-2023	HARMAN, LINDSAY (R)	6.54
717470	24-May-2023	HARRINGTON INDUSTRIAL PLASTICS LLC	3,727.06

1080837	30-May-2023	HARTFORD APARTMENTS	5,071.00
717219	11-May-2023	HAWKEYE ELECTRIC INC	900.00
717782	31-May-2023	HAYDEN, BOB (R)	45.91
717394	18-May-2023	HAYDON COMPANIES LLC	700,406.13
1080855	30-May-2023	HAZELTINE RENTALS LLC	1,956.00
716855	03-May-2023	HAZEN AND SAWYER	34,517.50
716978	10-May-2023	HAZEN AND SAWYER	92,334.55
717259	17-May-2023	HAZEN AND SAWYER	8,173.75
717471	24-May-2023	HAZEN AND SAWYER	31,450.00
717472	24-May-2023	HDR ENGINEERING INC	21,228.21
717320	17-May-2023	HEALY, TRENT (R)	11.38
717260	17-May-2023	HEATHER FREITAS GALLERY	250.00
1080663	11-May-2023	HENDERSON BELTWAY, LLC	18,916.23
1080843	30-May-2023	HENES, HAIDY	1,197.00
717261	17-May-2023	HENNEN PUBLISHING & MARKETING GROUP	1,897.50
716979	10-May-2023	HENNESY MECHANICAL SALES	91,055.00
717262	17-May-2023	HENNESY MECHANICAL SALES	7,873.00
717473	24-May-2023	HENNESY MECHANICAL SALES	10,450.00
716980	10-May-2023	HENNING, AUSTIN	35.00
717088	10-May-2023	HENNINGER, MICHELLE (R)	15.62
1080829	30-May-2023	HERNANDEZ, ERIBERTO	1,334.00
717238	11-May-2023	HERNANDEZ, JUANA (R)	55.86
717555	24-May-2023	HEROD, MATTHEW (R)	53.55
716856	03-May-2023	HIGHER HYDRATION IV AND WELLNESS PLLC (R)	11.25
717321	17-May-2023	HILLSMAN, ASHLEY (R)	36.73
1080907	30-May-2023	HOANG, BUUCHAU QUOC	2,423.00
717322	17-May-2023	HOGAN-GARCIA, DAMARIS (R)	78.12
717089	10-May-2023	HOLLEBEEK, JOHN (R)	73.55
717323	17-May-2023	HONEY'S WAF 2 LLC (R)	24.38
717090	10-May-2023	HOOPER, DANIEL (R)	384.78
1080591	04-May-2023	HORIZON DISTRIBUTORS INC	177.78
1080667	11-May-2023	HORIZON DISTRIBUTORS INC	292.27
1080705	18-May-2023	HORIZON DISTRIBUTORS INC	2,117.97
1080768	25-May-2023	HORIZON DISTRIBUTORS INC	59.73
717263	17-May-2023	HOSEPOWERUSA AND/OR COMPLETE SAFETY	328.00
717445	24-May-2023	HOSEPOWERUSA AND/OR COMPLETE SAFETY	19.82
717699	31-May-2023	HOSEPOWERUSA AND/OR COMPLETE SAFETY	344.84
716981	10-May-2023	HOT SHOT DELIVERY, INC	95.00
717474	24-May-2023	HOT SHOT DELIVERY, INC	34.67
716950	05-May-2023	HOUSING AUTHORITY OF JOLIET	2,211.76
716929	04-May-2023	HUBBARD, PHILLIP G	167.00
717198	10-May-2023	HUDDLESTON, JAMES E	400.00
717626	30-May-2023	HUERTA, JUANITA	160.00
717556	24-May-2023	HURST, MICHAEL (R)	55.27
1080877	30-May-2023	HYF INVESTCO, LLC	743.00
717220	11-May-2023	ICAN	16,250.00
716982	10-May-2023	IDEMIA IDENTITY & SECURITY USA LLC	41,313.00
717627	30-May-2023	IH5 PROPERTY BORROWER LP	2,103.00
717628	30-May-2023	IH6 PROPERTY BORROWER LP	6,870.00
1080862	30-May-2023	IMT CAPITAL VI CHANDLER LLC	7,575.00
716857	03-May-2023	INDUSTRIAL REPAIR SERVICE, INC	4,177.45
716858	03-May-2023	INGRAM LIBRARY SERVICES	16,679.09

716983	10-May-2023	INGRAM LIBRARY SERVICES	4,295.47
717475	24-May-2023	INGRAM LIBRARY SERVICES	17,479.45
717091	10-May-2023	INGRAM, KENNETH (R)	17.47
1080600	04-May-2023	IN-PIPE TECHNOLOGY	11,000.00
717324	17-May-2023	INSITUFORM TECHNOLOGIES INC (R)	1,065.21
717221	11-May-2023	INSPIRE LEADERSHIP NETWORK	5,000.00
717720	31-May-2023	INSTRUMENTATION AND CONTROLS LLC	3,417.50
717721	31-May-2023	INSURANCE DEFENSE LAW GROUP (R)	15.00
1080779	25-May-2023	INTERFACE TECHNICAL TRAINING	3,995.00
717264	17-May-2023	INTERWEST SAFETY SUPPLY LLC	3,105.96
1080801	30-May-2023	INVESTAR REAL ESTATE SPECIALISTS LLC	1,429.00
717476	24-May-2023	ISIMULATE, LLC	9,085.00
717583	24-May-2023	J & B INVESTMENT	2,075.00
717629	30-May-2023	J & B INVESTMENT	2,075.00
717325	17-May-2023	J&R CHANDLER INVESTMENT (R)	268.71
717395	18-May-2023	J.S. HELD LLC	1,914.50
1080602	04-May-2023	JACOBO LAW FIRM, PLLC	4,167.00
1080592	04-May-2023	JACOBS ENGINEERING GROUP	576,289.59
717092	10-May-2023	JAIME, MIA (R)	88.27
1080823	30-May-2023	JAIN, VIKAS	1,077.00
1080657	11-May-2023	JAMES COOKE & HOBSON	95,866.88
1080708	18-May-2023	JAMES COOKE & HOBSON	70,008.27
1080774	25-May-2023	JAMES COOKE & HOBSON	5,221.00
1080619	04-May-2023	JANES, KIMBERLY A	53.00
1080620	05-May-2023	JANES, KIMBERLY A	283.38
716930	04-May-2023	JAQUES, GUY Q	167.00
717326	17-May-2023	JARVIE, ADAM (R)	33.12
717783	31-May-2023	JAVIDAN, NEDA (R)	52.61
716984	10-May-2023	JAZZ IN ARIZONA INC.	3,900.00
1080932	30-May-2023	JDC INVESTMENTS LLC	1,073.00
1080594	04-May-2023	JEFF MARTIN CONSULTING LLC	2,570.40
1080658	11-May-2023	JEFF MARTIN CONSULTING LLC	1,910.70
1080775	25-May-2023	JEFF MARTIN CONSULTING LLC	2,083.50
717407	18-May-2023	JENKINS, BRANDON M	276.00
717557	24-May-2023	JIN, HENRY (R)	8.89
1080891	30-May-2023	JJBMC PROPERTIES LLC	2,953.00
1080780	25-May-2023	JOHNSON CONTROLS	12,247.50
716814	03-May-2023	JOHNSON, ALEX (R)	103.09
717327	17-May-2023	JOHNSON, MARK (R)	26.58
717093	10-May-2023	JOHNSON, MICHAEL (R)	45.20
717328	17-May-2023	JOHNSON, MICHAEL (R)	44.84
717094	10-May-2023	JONES, AARON (R)	77.05
1080938	30-May-2023	JONES, PATRICIA A.	2,001.00
717095	10-May-2023	JONES, RYAN (R)	95.80
717096	10-May-2023	JONNALAGADDA, ANIL KUMAR (R)	8.09
717477	24-May-2023	JOSEPH PAINTING COMPANY	210,812.25
1080815	30-May-2023	JOSHI, PRANAV	2,145.00
717630	30-May-2023	JOU, SEN T	2,946.00
717478	24-May-2023	JOY, ELIZABETH (R)	5.00
1080656	11-May-2023	JPCI SERVICES	180,870.00
1080773	25-May-2023	JPCI SERVICES	104,368.05
717631	30-May-2023	JRS GUERRERO LIMITED PARTNERSHIP	6,062.00

716859	03-May-2023	JR'S SHOES AND BOOTS, LLC	140.00
716985	10-May-2023	JR'S SHOES AND BOOTS, LLC	459.07
717479	24-May-2023	JR'S SHOES AND BOOTS, LLC	162.83
717222	11-May-2023	JUNIOR ACHIEVEMENT OF AZ INC	7,500.00
1080654	11-May-2023	JUST PLANT DESIGNERS INC	165.00
716986	10-May-2023	K2 ELECTRIC, LLC	38,021.00
717632	30-May-2023	KACHINA APARTMENTS	2,456.00
1080598	04-May-2023	KALYAN RAMAN KUV CONSULTANTS LLC	7,350.00
716987	10-May-2023	KANOPY LLC	1,981.00
1080812	30-May-2023	KARAMIZAKHERADI, NAVID	2,125.00
716815	03-May-2023	KARGES, KYLE (R)	27.33
716860	03-May-2023	KARY ENVIRONMENTAL SERVICES INC	1,455.96
716988	10-May-2023	KARY ENVIRONMENTAL SERVICES INC	1,114.10
717722	31-May-2023	KARY ENVIRONMENTAL SERVICES INC	521.60
717633	30-May-2023	KASIM, WISAM	4,050.00
1080881	30-May-2023	KATZ, JENNIFER ANN	1,188.00
717212	11-May-2023	KELBER, SHANE R	276.00
717265	17-May-2023	KELLER ELECTRICAL INDUSTRIES INC	3,856.00
717213	11-May-2023	KELLEY, KRISTEN (R)	82.31
1080903	30-May-2023	KHATRI, SHAH	6,140.00
1080941	30-May-2023	KHILLAN, RAJNEEK	1,730.00
1080901	30-May-2023	KIANPOUR, FARAMARZ	899.00
717558	24-May-2023	KIM, INWON (R)	16.15
716989	10-May-2023	KIM, KIUP (R)	10.00
1080706	18-May-2023	KIMLEY-HORN AND ASSOCIATES, INC	27,601.02
1080770	25-May-2023	KIMLEY-HORN AND ASSOCIATES, INC	13,065.75
716861	03-May-2023	KING CONCRETE, INC	1,172.05
716990	10-May-2023	KING CONCRETE, INC	618.03
717266	17-May-2023	KING CONCRETE, INC	564.65
717396	18-May-2023	KING CONCRETE, INC	2,204.08
717480	24-May-2023	KING CONCRETE, INC	770.04
717723	31-May-2023	KING CONCRETE, INC	478.02
716951	05-May-2023	KING COUNTY HOUSING AUTHORITY	6,091.80
717397	18-May-2023	KITCHELL/CEM INC	24,675.00
717481	24-May-2023	KITCHELL/CEM INC	21,345.00
717329	17-May-2023	KODAR, KISHORE (R)	26.61
717097	10-May-2023	KOLESAR, ERIC (R)	35.90
717223	11-May-2023	KOWALSKI CONSTRUCTION INC	1,154.86
1080808	30-May-2023	KRAMER, NEAL	1,886.00
1080897	30-May-2023	KRUY IN, BUN	1,118.00
717589	25-May-2023	KUZYK, RACHELLE M	212.00
717724	31-May-2023	KW ENGINEERING	23,063.08
717725	31-May-2023	KWR CONSTRUCTION INC	9,993.29
717098	10-May-2023	LAGRAVINESE, JOSEPH (R)	49.46
717330	17-May-2023	LAHR, ROBERT (R)	21.04
1080892	30-May-2023	LAM, CHI MING	456.00
717559	24-May-2023	LAMPONE, ANNETTE (R)	60.46
717784	31-May-2023	LANDA, SALLY (R)	7.32
716816	03-May-2023	LANE, JENNIFER (R)	58.08
716862	03-May-2023	LANGUAGE CONNECTION	275.00
716991	10-May-2023	LANGUAGE CONNECTION	545.00
716863	03-May-2023	LANGUAGE TESTING INTERNATIONAL	374.00

717267	17-May-2023	LANGUAGE TESTING INTERNATIONAL	561.00
717726	31-May-2023	LANGUAGE TESTING INTERNATIONAL	187.00
1080828	30-May-2023	LAROUSSI, REDOUANE	1,362.00
1080870	30-May-2023	LARSEN DEVELOPMENT LLC	868.00
1080597	04-May-2023	LAW OFFICE OF LAURIE GROGAN	4,167.00
717785	31-May-2023	LAWLOR, RITA (R)	36.99
1080778	25-May-2023	LAYNE CHRISTENSEN COMPANY	42,485.50
1080906	30-May-2023	LE, KIEU	1,665.00
717331	17-May-2023	LE, NHAN (R)	93.73
1080934	30-May-2023	LE, THUC	1,550.00
717786	31-May-2023	LEE, CHARMBARO (R)	71.26
717727	31-May-2023	LEE, JEFFREY ALLEN	800.00
1080826	30-May-2023	LEE, KEVIN	2,097.00
1080948	30-May-2023	LEE, LARRY	2,000.00
717728	31-May-2023	LEGER, MARTHA (R)	25.00
717590	25-May-2023	LEON, PAMELA Y	174.00
1080925	30-May-2023	LETS REED LLC	650.00
717224	11-May-2023	LEVEL 3 COMMUNICATIONS LLC	3,541.20
717225	11-May-2023	LEVEL 3 COMMUNICATIONS LLC	2,608.23
717226	11-May-2023	LEVEL 3 COMMUNICATIONS LLC	3,449.27
717227	11-May-2023	LEVEL 3 COMMUNICATIONS LLC	6,128.41
717228	11-May-2023	LEVEL 3 COMMUNICATIONS LLC	5,832.86
717268	17-May-2023	LEVEL 3 COMMUNICATIONS LLC	710.60
1080820	30-May-2023	LEWERRIT LLC	1,800.00
716992	10-May-2023	LEXIS NEXIS (R)	5.00
717332	17-May-2023	LI, JIMMY (R)	23.12
717099	10-May-2023	LI, ZEZHOU (R)	21.29
716864	03-May-2023	LIFELONG FITNESS BY KATHI	4,540.00
717729	31-May-2023	LIFELONG FITNESS BY KATHI	4,080.00
717634	30-May-2023	LIFEWELL BEHAVIORAL WELLNESS	1,325.00
716865	03-May-2023	LIGHTING UNLIMITED INC	767.33
716993	10-May-2023	LIGHTING UNLIMITED INC	853.86
717269	17-May-2023	LIGHTING UNLIMITED INC	1,715.23
717482	24-May-2023	LIGHTING UNLIMITED INC	860.79
717730	31-May-2023	LIGHTING UNLIMITED INC	2,809.05
716866	03-May-2023	LIM FAMILY MARTIAL ARTS	2,950.00
717731	31-May-2023	LIM FAMILY MARTIAL ARTS	2,750.00
1080920	30-May-2023	LIN, RONG CHUN	2,812.00
716867	03-May-2023	LINDSAY ENGINEERING, INC	432.00
717635	30-May-2023	LITCHFIELD EK LLC	1,602.00
716868	03-May-2023	LITHO TECH, INC.	5,237.78
717483	24-May-2023	LITHO TECH, INC.	5,157.42
717732	31-May-2023	LITHO TECH, INC.	5,237.78
1080865	30-May-2023	LIU, QIAN	1,358.00
717560	24-May-2023	LIU, XIAOBING (R)	83.45
716994	10-May-2023	LOGAN SIMPSON	44,037.00
717484	24-May-2023	LOGAN SIMPSON	9,899.00
717229	11-May-2023	LOGIC COMPENSATION GROUP, LLC	2,000.00
716869	03-May-2023	LOGOCOMOTION	259.43
717230	11-May-2023	LOPEZ, KAREN (R)	80.00
717591	25-May-2023	LORENTZ, WILLIAM G	200.00
1080861	30-May-2023	LOTUS REAL ESTATE LLC	733.00

717100	10-May-2023	LOVELL, MADISON (R)	67.46
717599	25-May-2023	LPB HOLDING, LLC	848.00
717636	30-May-2023	LPB HOLDING, LLC	927.00
717199	10-May-2023	LUCKER, BRIAN (R)	35.00
1080940	30-May-2023	LUNDIN, ANDREY	1,069.00
716817	03-May-2023	LUNDSTORM, CHERYL (R)	16.95
717485	24-May-2023	LYFT INC	3,688.46
717637	30-May-2023	LYNN, DANNY	842.00
716870	03-May-2023	M. R. TANNER CONSTRUCTION	525,775.20
717398	18-May-2023	M. R. TANNER CONSTRUCTION	1,596,859.73
717101	10-May-2023	MAC POWER LLC (R)	1,069.76
1080853	30-May-2023	MACLAY REAL ESTATE, LLC	2,259.00
717638	30-May-2023	MAIN STREET RENEWAL LLC	6,881.00
717239	11-May-2023	MAI'S RENTAL LLC	1,946.00
1080814	30-May-2023	MAI'S RENTAL LLC	2,004.00
1080915	30-May-2023	MAKEY, JAMES	1,050.00
1080713	18-May-2023	MAKPRO SERVICES LLC	5,166.68
717102	10-May-2023	MALLORY, WENDY (R)	103.21
717333	17-May-2023	MALMAN, LINDA (R)	55.14
716871	03-May-2023	MARICOPA CO DEPT OF ANIMAL CARE & CONTROL	53,421.50
716995	10-May-2023	MARICOPA COUNTY ATTORNEY'S OFFICE	7,150.00
716996	10-May-2023	MARICOPA COUNTY ATTORNEY'S OFFICE	3,832.32
716997	10-May-2023	MARICOPA COUNTY DEPT OF	173,419.28
716872	03-May-2023	MARICOPA COUNTY LIBRARY COUNCIL	300.00
716873	03-May-2023	MARICOPA COUNTY TREASURER	21,148.66
717240	11-May-2023	MARICOPA COUNTY TREASURER	44.58
716998	10-May-2023	MARKOVICH, GEORGE	100.00
717103	10-May-2023	MARKUS, JENNIFER (R)	13.65
716749	01-May-2023	MARTINEZ, ELVIRA (R)	16,704.00
717104	10-May-2023	MARTINEZ, LUIS (R)	26.23
717787	31-May-2023	MARTORANA, GIOVANNI (R)	56.04
717105	10-May-2023	MASTERS, JORDAN (R)	65.88
717270	17-May-2023	MAULECO INCORPORATED	35,598.30
717561	24-May-2023	MAX SAIGON (R)	381.74
717106	10-May-2023	MAXWELL, STEPHEN (R)	7.48
717562	24-May-2023	MAY, MARY (R)	327.05
717107	10-May-2023	MAY, SHARON (R)	32.40
716874	03-May-2023	MAYO CLINIC ARIZONA (R)	45.00
717592	25-May-2023	MCCALL, EDYIE A	95.00
1080664	11-May-2023	MCCARTHY BUILDING COMPANIES, INC	2,508,326.96
1080714	18-May-2023	MCCARTHY BUILDING COMPANIES, INC	623,520.17
717334	17-May-2023	MCCORMICK, KYLE (R)	57.56
716818	03-May-2023	MCH SFR PROPERTY OWNER 2 LLC (R)	91.57
717108	10-May-2023	MCKENZIE, MELISSA (R)	81.69
1080939	30-May-2023	MCKINDLES, JOHN	4,233.00
1080896	30-May-2023	MCKINLEY, ROSS HARRISON	756.00
717109	10-May-2023	MCNEIL, KEVIN (R)	10.63
1080926	30-May-2023	MCNELLIS, JOHN	828.00
717245	16-May-2023	MCP CROSSWINDS LLC	909.00
717639	30-May-2023	MCP CROSSWINDS LLC	23,835.00
717408	18-May-2023	MEDRANO, NATHAN LINDGREN	589.44
717271	17-May-2023	MEDTOX LABORATORIES INC.	109.60

717335	17-May-2023	MENDEZ, LACEY (R)	70.40
717336	17-May-2023	MERRER, VIKKI (R)	2,773.85
717486	24-May-2023	MESA ENERGY SYSTEMS, INC	761.25
717231	11-May-2023	MESA UNITED WAY, INC.	20,000.00
716875	03-May-2023	METERING SERVICES INC	5,155.00
716999	10-May-2023	MGC CONTRACTORS, INC	13,208.43
717733	31-May-2023	MGC CONTRACTORS, INC	31,474.97
717487	24-May-2023	MGX EQUIPMENT SERVICES LLC	70.74
717232	11-May-2023	MIDWEST FOOD BANK, NFP	7,500.00
716876	03-May-2023	MIDWEST TAPE	1,075.59
717000	10-May-2023	MIDWEST TAPE	1,003.71
717488	24-May-2023	MIDWEST TAPE	832.14
717563	24-May-2023	MIJANGOS, VICKY (R)	45.18
1080890	30-May-2023	MILLER, JEFFERY ROBERT	1,208.00
717337	17-May-2023	MILLER, KALEISHA (R)	28.05
716952	05-May-2023	MINNEAPOLIS PUBLIC HOUSING AUTHORITY	799.76
717206	10-May-2023	MINOL INC	96.00
717640	30-May-2023	MOGHARRABI, SOHRAB	1,180.00
717110	10-May-2023	MOHAMED, RAEES (R)	60.63
717600	25-May-2023	MONTERO, ADULFO (R)	21,462.00
716819	03-May-2023	MOORE, CASEY (R)	26.08
717214	11-May-2023	MORAN, MYRNA L	244.32
1080834	30-May-2023	MORTENSEN, GLORIA J	1,500.00
716820	03-May-2023	MOSER, LAURIE (R)	88.23
717272	17-May-2023	MOTOROLA	452,759.10
716931	04-May-2023	MOWER, TAWNA L	167.00
1080931	30-May-2023	MRGUDICH, JON A	968.00
717641	30-May-2023	MSRAT, LLC	2,016.00
716821	03-May-2023	MUELLER, ROBERT (R)	38.01
716822	03-May-2023	MUMBACH, JOSEPH (R)	75.35
1080809	30-May-2023	MUNOZ, SILVIA E	650.00
716823	03-May-2023	MURRAY, ALISSA (R)	152.90
717788	31-May-2023	MUSGRAVE, RONN (R)	409.56
717564	24-May-2023	MUTNURI, YAGNA (R)	39.05
1080805	30-May-2023	MYND MANAGEMENT, INC	1,783.00
1080659	11-May-2023	MYTHICS INC	115,780.75
1080776	25-May-2023	MYTHICS INC	5,270.39
1080818	30-May-2023	N/A TOWN SQUARE-65 LP	980.00
716877	03-May-2023	NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION	1,545.00
717001	10-May-2023	NATIONAL TESTING NETWORK INC	3,076.00
717489	24-May-2023	NATIONAL WATERPROOFING & ROOFING LLC	396,465.73
717734	31-May-2023	NATIONAL WATERPROOFING & ROOFING LLC	2,504.98
717002	10-May-2023	NAUMANN HOBBS MATERIAL HANDLING CORPORATION II INC	36,401.55
717009	10-May-2023	NEIMAN, TROY	5,000.00
717233	11-May-2023	NEOGOV	6,087.00
717735	31-May-2023	NESCON, LLC	119.13
717642	30-May-2023	NEW LIFE REAL ESTATE & INVESTMENTS LLC	1,112.00
717338	17-May-2023	NEW VILLAGE HOMES LLC (R)	658.21
716761	03-May-2023	NEWMAN, BETTE (R)	35.00
717111	10-May-2023	NGO, AIDEN (R)	35.93
1080933	30-May-2023	NGUY CONCEPT LLC	1,600.00
1080883	30-May-2023	NGUY HUANG LLC	1,479.00

717112	10-May-2023	NGUYEN, JACQUELYN (R)	68.19
717565	24-May-2023	NGUYEN, KHANH (R)	65.57
717490	24-May-2023	NGUYEN, LONG (R)	10.00
1080912	30-May-2023	NGUYEN, NGOC	2,887.00
1080854	30-May-2023	NGUYEN, SAMANTHA BAO ANH	2,581.00
1080856	30-May-2023	NICHOLAS JOSEPH AGENCY LLC	783.00
717003	10-May-2023	NIEMEYER, LINDA & EDWARD	500.00
1080842	30-May-2023	NINEVEH PROPERTIES LLC	1,665.00
1080928	30-May-2023	NJOROGE, ELIZABETH	1,407.00
717273	17-May-2023	NOELLE JOHNSON LANDSCAPE CONSULTING LLC	200.00
716941	05-May-2023	NORRIS, DANIEL H	94.94
717739	31-May-2023	NOTTI, LEIGH	1,400.00
1080648	11-May-2023	NUTRIEN AG SOLUTIONS, INC	39,082.89
717566	24-May-2023	O'CONNOR, DANIELLE (R)	53.06
717241	11-May-2023	OCOTILLO BAY APARTMENTS	813.00
717246	16-May-2023	OCOTILLO BAY APARTMENTS	770.00
717643	30-May-2023	OCOTILLO BAY APARTMENTS	12,840.00
716878	03-May-2023	OFFICE OF THE JURY COMMISSION	290.00
1080944	30-May-2023	OKATI LLC	1,286.00
717491	24-May-2023	OLIVEIROS, GAMBOA (R)	25.00
716879	03-May-2023	OLSSON, INC	734.16
717644	30-May-2023	ON Q PROPERTY MANAGEMENT	2,233.00
717200	10-May-2023	OPTUM	3,729.60
1080621	05-May-2023	ORANGE COUNTY HOUSING AUTHORITY	3,380.52
717004	10-May-2023	ORIGINAL WATERMEN, INC	4,414.78
717645	30-May-2023	OROS, ARSENIO	76.00
717113	10-May-2023	OROZCO-GODINEZ, RAMIRO (R)	27.13
717402	18-May-2023	ORTH, AMY	400.00
717646	30-May-2023	ORTH, AMY	1,671.00
717339	17-May-2023	ORTIZ, EDDIE (R)	59.59
717492	24-May-2023	OSF INTERNATIONAL INC (R)	170.00
716880	03-May-2023	OTTO TRUCKING, INC	16,809.81
717005	10-May-2023	OTTO TRUCKING, INC	14,258.28
717234	11-May-2023	OTTO TRUCKING, INC	6,626.87
717274	17-May-2023	OTTO TRUCKING, INC	9,869.17
717593	25-May-2023	PACHECO, ANGELA (R)	24.65
717114	10-May-2023	PAM L KORNASIEWICZ STATE (R)	32.68
717115	10-May-2023	PARK SANG IL (R)	49.43
717647	30-May-2023	PARKER, DIXIE L.	1,291.00
717116	10-May-2023	PARROTT, JONATHAN (R)	31.13
1080666	11-May-2023	PARSUS SOLUTIONS, LLC	22,789.50
717006	10-May-2023	PASEO VISTA ARCHERY CLUB INC	5,100.00
1080879	30-May-2023	PASHAPOUR NIKU, MAZIAR	2,300.00
1080922	30-May-2023	PASQUALINA VITIRITTI TRUSTEE	619.00
1080710	18-May-2023	PCL CONSTRUCTION INC	178,315.59
716824	03-May-2023	PEAN, TERESA (R)	56.28
717648	30-May-2023	PEDAPATI, BHARANI	2,099.00
717340	17-May-2023	PEDERSON, STEVEN (R)	80.70
717117	10-May-2023	PENA, ANNMARIE (R)	606.28
717118	10-May-2023	PEREZ, TAMAKA (R)	40.69
716881	03-May-2023	PERFORMANCE TRAILERS OF AZ	17,509.09
717275	17-May-2023	PHOENIX BUSINESS JOURNAL	3,024.05

716882	03-May-2023	PHOENIX HERPETOLOGICAL SANCTUARY	300.00
1080601	04-May-2023	PHOENIX PUMPS INC	2,711.13
1080661	11-May-2023	PHOENIX PUMPS INC	218,294.57
716883	03-May-2023	PICTURE BILLY LLC	594.55
717276	17-May-2023	PIERCE COLEMAN PLLC	5,487.00
716953	05-May-2023	PINAL COUNTY HOUSING AUTHORITY	3,924.52
1080811	30-May-2023	PINDER PROPERTIES, LLC	899.00
717497	24-May-2023	PINKWASSER, STEVEN (R)	10.00
717277	17-May-2023	PIONEER ATHLETICS	2,178.50
1080662	11-May-2023	PIONEER LANDSCAPE CENTERS	1,364.19
1080860	30-May-2023	PLEASANT DESERT PROPERTIES LLC	2,132.00
1080599	04-May-2023	PM PLUMBING & MECHANICAL INC	12,188.29
1080665	11-May-2023	PM PLUMBING & MECHANICAL INC	5,915.71
1080715	18-May-2023	PM PLUMBING & MECHANICAL INC	2,835.79
717493	24-May-2023	POLICE EXECUTIVE RESEARCH FORUM	9,700.00
717567	24-May-2023	POLLARD, GARY (R)	22.31
1080593	04-May-2023	POLYDYNE, INC.	10,212.00
1080652	11-May-2023	POLYDYNE, INC.	2,808.00
717007	10-May-2023	POSTAL STRATEGIES CORPORATION	761.88
716884	03-May-2023	POSTMASTER	50,000.00
716956	09-May-2023	POSTMASTER	50,000.00
717119	10-May-2023	POTTEBAUM, JENN (R)	39.70
1080899	30-May-2023	POUCHKAREV, ANDREI	2,022.00
716932	04-May-2023	POWELL, LEAH A	167.00
716762	03-May-2023	PRAKASH, ANURAG (R)	117.00
717120	10-May-2023	PRECIADO, NICHOLAS (R)	1,147.44
717494	24-May-2023	PRECISION SWEEPING SERVICES, LLC	3,856.67
717594	25-May-2023	PRECISION SWEEPING SERVICES, LLC	1,954.53
717736	31-May-2023	PRECISION SWEEPING SERVICES, LLC	913.33
717399	18-May-2023	PREMISE ONE LLC	9,763.63
717121	10-May-2023	PREWITT, AYDEN (R)	8.33
717737	31-May-2023	PRIDE OUTFITTING, LLC	1,332.13
717341	17-May-2023	PRIETO, ROSA (R)	15.71
717738	31-May-2023	PRINT SMART AZ	9,383.04
716885	03-May-2023	PROFESSIONAL PIPE SERVICES, INC	1,080.00
717235	11-May-2023	PROFESSIONAL PIPE SERVICES, INC	20,378.75
717278	17-May-2023	PROFESSIONAL PIPE SERVICES, INC	1,080.00
717342	17-May-2023	PROGRESS RESIDENTIAL HIGH VALUE (R)	100.84
717649	30-May-2023	PRS PROPERTY MANAGEMENT	1,659.00
717343	17-May-2023	PULICE CONSTRUCTION INC (R)	455.77
717495	24-May-2023	PUMPMAN WATERWORKS	32,210.00
1080802	30-May-2023	PUNG, SOKENG	3,503.00
717650	30-May-2023	QUACH, TAM	1,833.00
717010	10-May-2023	QUANTUM INTEGRATED SOLUTIONS INC	45,904.00
717122	10-May-2023	QUIAN, SHENGYAO (R)	30.22
716933	04-May-2023	QUINTANA, PRISCILLA L	167.00
717123	10-May-2023	RAINFORD, DAVID (R)	32.31
717242	11-May-2023	RAMIREZ, NORA (R)	431.00
1080847	30-May-2023	RAVENSWOOD REALTY	770.00
1080688	16-May-2023	RAY ROAD PROPERTY LLC	1,200.00
1080745	18-May-2023	RAY ROAD PROPERTY LLC	3,090.00
1080833	30-May-2023	RAY ROAD PROPERTY LLC	2,700.00

717279	17-May-2023	READY REFRESH	2,167.58
717498	24-May-2023	READY REFRESH	1,259.30
717651	30-May-2023	REALTY EXECUTIVES, AN ARIZONA CORP	1,675.00
1080737	18-May-2023	REDFLEX TRAFFIC SYSTEMS, INC	23.95
717124	10-May-2023	REEDER, GREY (R)	98.90
717011	10-May-2023	REFRIGERATION SUPPLIES DISTRIBUTOR	1,055.95
717499	24-May-2023	REFRIGERATION SUPPLIES DISTRIBUTOR	3,944.93
717280	17-May-2023	RELIANT GASES, LTD.	2,945.27
716763	03-May-2023	REPUBLIC SERVICES INC	678.58
716764	03-May-2023	REPUBLIC SERVICES INC	941.77
717012	10-May-2023	REPUBLIC SERVICES INC	158.22
717281	17-May-2023	REPUBLIC SERVICES INC	36,338.92
717282	17-May-2023	REPUBLIC SERVICES INC	393.65
717283	17-May-2023	REPUBLIC SERVICES INC	6,138.62
717500	24-May-2023	REPUBLIC SERVICES INC	894.14
717284	17-May-2023	RESA SERVICE, LLC	2,377.60
717652	30-May-2023	RESICAP ARIZONA OWNER III LLC	1,308.00
717740	31-May-2023	RFI CONSULTANTS LLC	2,400.00
717125	10-May-2023	RICHARDS, LISA (R)	6.82
717126	10-May-2023	RICHARDSON, DONTA (R)	58.08
717013	10-May-2023	RICOH USA INC	1,955.46
717285	17-May-2023	RICOH USA INC	1,604.04
717501	24-May-2023	RICOH USA INC	362.47
717741	31-May-2023	RICOH USA INC	12,456.63
717344	17-May-2023	RIDDLE, KARIN (R)	120.00
717127	10-May-2023	RIOS, MEL (R)	11.86
717014	10-May-2023	RITOCH-POWELL & ASSOCIATES	5,070.00
717286	17-May-2023	RITOCH-POWELL & ASSOCIATES	101,510.77
716765	03-May-2023	RITZ SAFETY LLC	410.77
717015	10-May-2023	RITZ SAFETY LLC	189.74
717287	17-May-2023	RITZ SAFETY LLC	124.58
717502	24-May-2023	RITZ SAFETY LLC	168.51
717742	31-May-2023	RITZ SAFETY LLC	359.86
717201	10-May-2023	RIVAS, CIBELES (R)	5.00
717016	10-May-2023	RIVER NORTH TRANSIT, LLC	81,411.84
1080839	30-May-2023	RJ TORRANCE LLC	137.00
717345	17-May-2023	ROBBINS, GEOFFRY (R)	86.76
717653	30-May-2023	ROBERTS, CAROL YVONNE	844.00
716825	03-May-2023	ROCKS LLC RELISH (R)	65.57
716750	01-May-2023	RODRIGUEZ, ALFREDO (R)	19,596.00
1080902	30-May-2023	RODRIGUEZ-MESA, IVAN	1,235.00
717595	25-May-2023	ROHRS, CLAUDIA M	71.59
716942	05-May-2023	ROJAS, LACEY M	256.00
717128	10-May-2023	ROMANO, LOREN (R)	72.02
717503	24-May-2023	ROMERO, ALBERT (R)	10.00
716943	05-May-2023	ROSALES, ROSEMARY H	135.00
717504	24-May-2023	ROSEMOUNT INC	1,051.64
716766	03-May-2023	ROSENBLUM, DEBRA S	400.00
716767	03-May-2023	ROSENBLUM, DEBRA S	400.00
717346	17-May-2023	ROSSI, KIM (R)	125.14
1080942	30-May-2023	RRC INVESTMENTS LLC	896.00
717568	24-May-2023	RRG CAPITAL LLC (R)	97.97

716768	03-May-2023	RUGGIERO'S ACE HARDWARE	565.86
717288	17-May-2023	RUGGIERO'S ACE HARDWARE	264.93
717505	24-May-2023	RUGGIERO'S ACE HARDWARE	1,575.13
717743	31-May-2023	RUGGIERO'S ACE HARDWARE	410.72
1080845	30-May-2023	RUVOLO, CHARLES C AND LAURIE L	691.00
717506	24-May-2023	RWC GROUP	7,573.02
717385	17-May-2023	RYMER, CATHERINE	650.00
717569	24-May-2023	RYU, SEUGIN (R)	20.51
1080935	30-May-2023	S J FOWLER REAL ESTATE INC	2,253.00
1080953	31-May-2023	S J FOWLER REAL ESTATE INC	922.00
1080893	30-May-2023	SALEH, ZIAD	1,151.00
716769	03-May-2023	SALT RIVER PROJECT	29,604.17
716770	03-May-2023	SALT RIVER PROJECT	1,819.87
716771	03-May-2023	SALT RIVER PROJECT	163.00
716925	03-May-2023	SALT RIVER PROJECT	1,039.87
717202	10-May-2023	SALT RIVER PROJECT	31.44
717207	10-May-2023	SALT RIVER PROJECT	4,027.00
717289	17-May-2023	SALT RIVER PROJECT	3,153.03
717507	24-May-2023	SALT RIVER PROJECT	7,251.97
717508	24-May-2023	SALT RIVER PROJECT	4,286.79
717601	25-May-2023	SALT RIVER PROJECT	43.00
717654	30-May-2023	SALT RIVER PROJECT	290.00
717744	31-May-2023	SALT RIVER PROJECT	100,000.00
717745	31-May-2023	SALT RIVER PROJECT	2,923.72
717746	31-May-2023	SALT RIVER PROJECT	1,794.30
717747	31-May-2023	SALT RIVER PROJECT	6,623.50
1080673	11-May-2023	SALT WORKS	3,350.35
717017	10-May-2023	SALVATION ARMY	15,000.00
1080868	30-May-2023	SALZMAN, BART	1,479.00
716772	03-May-2023	SAN TAN FORD	43,451.46
717509	24-May-2023	SAN TAN FORD	52,400.11
717748	31-May-2023	SAN TAN FORD	32,853.75
716934	04-May-2023	SANCHEZ, RUBEN M	45.50
717018	10-May-2023	SANDLER, KEVIN (R)	588.00
716773	03-May-2023	SANDY'S BALLROOM	432.00
717019	10-May-2023	SANIN, SANDRA (R)	5.00
717129	10-May-2023	SANTIAGO, CORI (R)	65.17
1080882	30-May-2023	SANTOS, AGNES	393.00
717020	10-May-2023	SAR SYSTEMS LLC	97,475.00
717749	31-May-2023	SAR SYSTEMS LLC	76,825.00
717130	10-May-2023	SATTERLEE, JACI (R)	59.85
717655	30-May-2023	SAVAGE, ERIC	1,828.00
716954	05-May-2023	SAVAGE, IDELIA (R)	9,913.91
1080614	04-May-2023	SAVE THE FAMILY FOUNDATION	693.23
717347	17-May-2023	SCARPELLI, LAUREN (R)	67.45
716826	03-May-2023	SCHEMBRI, TAMMY (R)	105.65
1080872	30-May-2023	SCHOENFELD, RANDY	2,633.00
717789	31-May-2023	SCHROER, KENT (R)	38.42
717203	10-May-2023	SCOTTSDALE MUNICIPAL	500.00
717656	30-May-2023	SCREMIN FAMILY LTD	995.00
717021	10-May-2023	SEALY MEDIA	250.00
717510	24-May-2023	SEALY MEDIA	937.50

717022	10-May-2023	SECRETARY OF STATE	43.00
717023	10-May-2023	SECRETARY OF STATE	43.00
717511	24-May-2023	SECRETARY OF STATE	43.00
717750	31-May-2023	SECRETARY OF STATE	43.00
717657	30-May-2023	SECURED EQUITIES	1,082.00
1080782	25-May-2023	SEGAL COMPANY, THE	31,446.00
717348	17-May-2023	SELVEY, DEAN (R)	43.77
717751	31-May-2023	SEMICOLON SOCIETY	850.00
717024	10-May-2023	SENERGY PETROLEUM, LLC	30,222.72
717752	31-May-2023	SENERGY PETROLEUM, LLC	68,126.95
717512	24-May-2023	SENTINEL TECHNOLOGIES, INC	131,633.74
717403	18-May-2023	SETO, MINDY LIU	3,250.00
717658	30-May-2023	SETO, MINDY LIU	2,191.00
1080824	30-May-2023	SEVEN STRONG ENTERPRISES, LLC	984.00
1080796	30-May-2023	SFR 2012-1 US WEST LLC	5,554.00
1080683	11-May-2023	SHADE N NET OF ARIZONA INC	8,990.84
1080800	30-May-2023	SHAHIN, GABRIEL	1,653.00
1080884	30-May-2023	SHAO, LAN	3,760.00
717790	31-May-2023	SHEETZ, CHANTAE (R)	54.61
717513	24-May-2023	SHERRIE BUZBY PHOTOGRAPHY LLC	359.74
717025	10-May-2023	SHEW-BALLOU, TAMARA (R)	25.00
1080791	25-May-2023	SHI INTERNATIONAL CORP	6,045.81
717791	31-May-2023	SHINDE, SWAPNIL (R)	48.23
717753	31-May-2023	SIBBITT, CLAYTON (R)	150.00
1080612	04-May-2023	SIERRA TRANSPORTATION & TECHNOLOGIES LLC	1,400.32
1080616	04-May-2023	SILVA LAW FIRM PC	4,167.00
717131	10-May-2023	SINACORI, CHRISTOPHER J (R)	64.62
1080910	30-May-2023	SINGH, REENA	1,749.00
717132	10-May-2023	SINGING PANDAS, LLC (R)	328.46
717026	10-May-2023	SJ ANDERSON CO, THE	10,391.88
1080876	30-May-2023	SJ PROPERTIES LLC	3,039.00
1080894	30-May-2023	SKOGLUND, NANCY B	1,035.00
716774	03-May-2023	SKYLINE WINDOW CLEANING	70.00
717290	17-May-2023	SKYLINE WINDOW CLEANING	390.00
717514	24-May-2023	SKYLINE WINDOW CLEANING	1,848.00
717754	31-May-2023	SKYLINE WINDOW CLEANING	325.00
717570	24-May-2023	SLAUGHTER, DONNA (R)	65.67
717133	10-May-2023	SLEEPER, GREGORY (R)	19.80
716775	03-May-2023	SMARTSHEET INC.	2,700.00
717571	24-May-2023	SMITH, CREW (R)	46.15
717572	24-May-2023	SMITH, KATHLEEN (R)	73.45
1080739	18-May-2023	SMITHGROUP INC	28,835.00
716776	03-May-2023	SNAPDRAGON ENTERPRISES LLC	4,995.00
716777	03-May-2023	SNEDIGAR MARTIAL ARTS	1,300.00
716778	03-May-2023	SOCCER SHOTS TCG	10,160.00
716779	03-May-2023	SOL SOURCE PROPERTY SERVICES	300.00
716780	03-May-2023	SOL SOURCE PROPERTY SERVICES	525.00
717027	10-May-2023	SOL SOURCE PROPERTY SERVICES	300.00
717028	10-May-2023	SOLARI, INC	6,250.00
717134	10-May-2023	SORIEL, JENNIFER (R)	373.61
717215	11-May-2023	SOUND LIGHTING FX, INC	4,574.95
717515	24-May-2023	SOUTH MOUNTAIN DIVE CLUB	720.00

717516	24-May-2023	SOUTHERN TIRE MART, LLC	1,473.41
717755	31-May-2023	SOUTHERN TIRE MART, LLC	3,458.48
716781	03-May-2023	SOUTHLAND ENVELOPE COMPANY INC	8,520.51
716926	03-May-2023	SOUTHWEST GAS CORP	27.63
717386	17-May-2023	SOUTHWEST GAS CORP	5,401.78
1080852	30-May-2023	SOUZANDEH, HAMID	1,183.00
716782	03-May-2023	SPARKS KARATE	560.00
717756	31-May-2023	SPARKS KARATE	595.00
717446	24-May-2023	SPAY NEUTER HOTLINE	5,405.00
1080668	11-May-2023	SPEEDIE & ASSOCIATES, INC	446.00
1080740	18-May-2023	SPEEDIE & ASSOCIATES, INC	4,362.50
717573	24-May-2023	SPERRY, JOHN (R)	63.39
1080608	04-May-2023	SPIKER SPORTS	1,920.00
1080682	11-May-2023	SPIKER SPORTS	4,770.00
716783	03-May-2023	SPOK, INC	174.20
716784	03-May-2023	SPORTS BLING & THINGS	2,658.34
717029	10-May-2023	SPRINGSHARE LLC	2,943.00
1080605	04-May-2023	SPRINKLER WORLD OF AZ INC	1,306.38
1080681	11-May-2023	SPRINKLER WORLD OF AZ INC	1,300.50
1080736	18-May-2023	SPRINKLER WORLD OF AZ INC	89.45
1080785	25-May-2023	SPRINKLER WORLD OF AZ INC	3,235.34
717291	17-May-2023	SQUARE CARE	4,099.12
717517	24-May-2023	SQUARE CARE	1,280.60
716955	05-May-2023	ST. CLOUD HRA	964.76
717792	31-May-2023	STADHEIM, LOIS (R)	11.53
716827	03-May-2023	STALBERGER, TOM (R)	735.75
717030	10-May-2023	STANLEY CONSULTANTS INC	485.23
717757	31-May-2023	STATE CHEMICAL	706.86
716785	03-May-2023	STATE OF ARIZONA	4,000.00
717135	10-May-2023	STEPHENS, DAVID (R)	42.27
717574	24-May-2023	STIEBY, MATTHEW (R)	51.24
716786	03-May-2023	STINSON LLP	8,618.00
717575	24-May-2023	STOJANOVIC, ANN (R)	108.03
1080787	25-May-2023	STOTZ EQUIPMENT	193.97
1080830	30-May-2023	STRATEGIC CAPITAL ALLIANCE LTD PARTNERSHIP	15,353.00
1080615	04-May-2023	STRUCK LOVE BOJANOWSKI & ACEDO, PLC	25.00
716787	03-May-2023	SUEZ WTS USA, INC	8,178.80
717031	10-May-2023	SUEZ WTS USA, INC	10,378.50
717032	10-May-2023	SUN MECHANICAL CONTRACTING INC.	4,737.66
717758	31-May-2023	SUN MECHANICAL CONTRACTING INC.	6,362.88
717793	31-May-2023	SUN STATE BUILDERS (R)	1,178.59
717659	30-May-2023	SUN, HONGXLA	1,987.00
717033	10-May-2023	SUNBELT RENTALS	1,499.64
717759	31-May-2023	SUNBURST MECHANICAL, INC	3,995.00
716751	01-May-2023	SUNDIAL REAL ESTATE LC	394.00
716752	01-May-2023	SUNDIAL REAL ESTATE LC	776.00
716753	01-May-2023	SUNDIAL REAL ESTATE LC	790.00
716754	01-May-2023	SUNDIAL REAL ESTATE LC	893.00
716755	01-May-2023	SUNDIAL REAL ESTATE LC	1,286.00
716756	01-May-2023	SUNDIAL REAL ESTATE LC	1,392.00
716757	01-May-2023	SUNDIAL REAL ESTATE LC	1,387.00
717660	30-May-2023	SUNDIAL REAL ESTATE LC	790.00

717661	30-May-2023	SUNDIAL REAL ESTATE LC	1,387.00
717662	30-May-2023	SUNDIAL REAL ESTATE LC	776.00
717663	30-May-2023	SUNDIAL REAL ESTATE LC	1,286.00
717664	30-May-2023	SUNDIAL REAL ESTATE LC	1,392.00
717665	30-May-2023	SUNDIAL REAL ESTATE LC	893.00
717666	30-May-2023	SUNDIAL REAL ESTATE LC	394.00
716828	03-May-2023	SUNLAND ASPHALT AND CONSTRUCTION, INC. (R)	1,392.96
1080911	30-May-2023	SUNSHINE REALTY LLC	1,069.00
717136	10-May-2023	SUPERIOR DUCT FABRICATION (R)	92.87
717518	24-May-2023	SUPERIOR SUPPLY INC	29,233.30
1080606	04-May-2023	SUPREME OIL CO	14,010.81
1080946	30-May-2023	SURCHIK, EDWARD	600.00
717519	24-May-2023	SURVEILLANCE SECURITY INC	2,004.00
717520	24-May-2023	SUTTON BAY PROPERTIES LLC (R)	58,579.31
717349	17-May-2023	SWAN, TARA (R)	52.00
1080788	25-May-2023	SWANK MOVIE LICENSING USA	5,898.00
717409	19-May-2023	SWB PAVING	3,871.59
717410	19-May-2023	SWB PAVING	1,303.20
717411	19-May-2023	SWB PAVING	4,821.12
717412	19-May-2023	SWB PAVING	7,868.08
717292	17-May-2023	SWCA ENVIRONMENTAL CONSULTANTS	2,705.62
1080880	30-May-2023	SWH 2017-1 BORROWER, LP	5,519.00
717760	31-May-2023	SWIF MUSIC ENTERTAINMENT LLC	1,250.00
1080789	25-May-2023	SYSTEMS ELECTRONICS GROUP	10,990.00
1080733	18-May-2023	T Y LIN INTERNATIONAL	33,562.50
717039	10-May-2023	T2 PEST SERVICES, INC	160.00
717526	24-May-2023	T2 PEST SERVICES, INC	40.00
1080945	30-May-2023	TALAI, FRANCESCO	1,220.00
717761	31-May-2023	TALIS CONSTRUCTION CORP	51,761.55
1080888	30-May-2023	TAM, VIVIAN	726.00
717137	10-May-2023	TAMARRON WY 6800 LLC (R)	60.11
716829	03-May-2023	TAMBOLI, MANASI (R)	9.56
717496	24-May-2023	TANG, PING (R)	425.00
717527	24-May-2023	TARGET SPECIALTY PRODUCTS	4,856.72
717138	10-May-2023	TARRANT, JESSICA (R)	30.28
716788	03-May-2023	TDINDUSTRIES INC	3,259.77
717293	17-May-2023	TDINDUSTRIES INC	28,911.82
717528	24-May-2023	TDINDUSTRIES INC	22,881.99
717762	31-May-2023	TDINDUSTRIES INC	19,020.95
717667	30-May-2023	TEAM SIZZLE	2,533.00
717040	10-May-2023	TECHNOLOGY INTEGRATORS LLC	4,552.36
717529	24-May-2023	TECHNOLOGY INTEGRATORS LLC	23,371.67
717294	17-May-2023	TEL TECH NETWORKS, INC.	145,153.02
716789	03-May-2023	TENDER LITTLE HEARTS MINI TALES	100.00
717041	10-May-2023	TENNIS EQUIPMENT SALES & SERVICES, LLC	6,103.58
717042	10-May-2023	THATCHER COMPANY OF ARIZONA, INC	25,831.75
717295	17-May-2023	THATCHER COMPANY OF ARIZONA, INC	76,741.16
717530	24-May-2023	THATCHER COMPANY OF ARIZONA, INC	109,377.09
717763	31-May-2023	THATCHER COMPANY OF ARIZONA, INC	19,492.04
1080792	25-May-2023	THE FISHEL COMPANY	21,529.36
717668	30-May-2023	THE HOUSING PROFESSIONALS LLC	4,614.00
717043	10-May-2023	THE INTERSECT GROUP, LLC	18,000.00

1080618	04-May-2023	THE LAW OFFICE OF JARED ALLEN PLLC	4,167.00
717801	31-May-2023	THE LINQ	1,443.00
1080607	04-May-2023	THE SHANNON S MARTIN CO	948.75
1080738	18-May-2023	THE SHANNON S MARTIN CO	1,466.26
717531	24-May-2023	THERMAIR SYSTEMS, LLC	4,961.22
1080799	30-May-2023	THOMASIAN, BIKI	1,404.00
1080810	30-May-2023	THOMASIAN, SAAD	1,807.00
717576	24-May-2023	THOMPSON, PETER (R)	66.10
717350	17-May-2023	THOMPSON, TAMU (R)	60.59
717669	30-May-2023	THR PHOENIX LP	3,843.00
717670	30-May-2023	THR PROPERTY BORROWER LP	2,722.00
1080835	30-May-2023	THY LLC	774.00
717139	10-May-2023	TIENSVOLD, LISA (R)	41.56
716790	03-May-2023	TILSON TECHNOLOGY MANAGEMENT INC (R)	33.75
717140	10-May-2023	TIMPSON, GUY (R)	16.47
717764	31-May-2023	TKMV STUDIO, LLC	1,000.00
717034	10-May-2023	T-MOBILE USA, INC	25.00
717035	10-May-2023	T-MOBILE USA, INC	59.50
717036	10-May-2023	T-MOBILE USA, INC	125.00
717037	10-May-2023	T-MOBILE USA, INC	100.00
717038	10-May-2023	T-MOBILE USA, INC	50.00
717521	24-May-2023	T-MOBILE USA, INC	125.00
717522	24-May-2023	T-MOBILE USA, INC	25.00
717523	24-May-2023	T-MOBILE USA, INC	25.00
717524	24-May-2023	T-MOBILE USA, INC	25.00
717525	24-May-2023	T-MOBILE USA, INC	25.00
717794	31-May-2023	TNHC ARIZONA MARKETING LLC (R)	1,402.70
717044	10-May-2023	TORRENT RESOURCES INC	69,637.50
717671	30-May-2023	TRADELANDS LLC	2,030.00
717802	31-May-2023	TRADELANDS LLC	4,950.00
717045	10-May-2023	TRAFFICADE SERVICE INC	8,206.79
717296	17-May-2023	TRAFFICADE SERVICE INC	6,685.19
717532	24-May-2023	TRAFFICADE SERVICE INC	1,747.53
717672	30-May-2023	TRAN, TOM B	825.00
717297	17-May-2023	TRANE U.S. INC	721.95
717765	31-May-2023	TRANE U.S. INC	9,511.00
716791	03-May-2023	TREELAND NURSERIES, INC	514.43
717046	10-May-2023	TREELAND NURSERIES, INC	623.81
717533	24-May-2023	TREELAND NURSERIES, INC	420.94
717141	10-May-2023	TREJO, LIZETTE (R)	58.48
717766	31-May-2023	TRIMBLE INC.	32,840.92
1080702	18-May-2023	TRISTAR ICS, INC	6,090.07
717795	31-May-2023	TSANG, LESLIE (R)	89.52
717351	17-May-2023	TULIMILLI, VENKATA HEMANTH (R)	61.36
717142	10-May-2023	TUTTLE, GENA (R)	5.82
717047	10-May-2023	UBM ENTERPRISE, INC	430.63
717534	24-May-2023	UBM ENTERPRISE, INC	12,691.51
1080603	04-May-2023	UNIFIRST CORPORATION	1,528.34
1080678	11-May-2023	UNIFIRST CORPORATION	565.82
1080734	18-May-2023	UNIFIRST CORPORATION	1,446.00
1080784	25-May-2023	UNIFIRST CORPORATION	1,174.73
717535	24-May-2023	UNION PACIFIC RAILROAD COMPANY	2,627.00

717298	17-May-2023	UNITED SITE SERVICES OF ARIZONA, INC.	208.61
1080617	04-May-2023	UNITED STATES POSTAL SERVICES	100,000.00
717536	24-May-2023	UNITED ZOMBIES OF AMERICA UZA LLC	75.00
1080609	04-May-2023	UNIVAR USA INC	49,136.98
1080669	11-May-2023	UNIVAR USA INC	50,549.83
1080741	18-May-2023	UNIVAR USA INC	111,103.21
1080790	25-May-2023	UNIVAR USA INC	25,752.61
716830	03-May-2023	URIAS, FRANCISCO (R)	35.75
716792	03-May-2023	USP TECHNOLOGIES	29,049.84
1080875	30-May-2023	VAKKALANKA, SURYANARAYANA	230.00
717143	10-May-2023	VALENTINE SALES & MANAGEMENT (R)	71.26
717144	10-May-2023	VALENZUELA DELGADO, CLAUDIA (R)	29.23
717673	30-May-2023	VALLEY INCOME PROPERTIES	640.00
1080719	18-May-2023	VALLEY METRO RAIL INC	49,995.00
1080611	04-May-2023	VALLEYWIDE GENERATOR SERVICE LLC	3,287.92
1080671	11-May-2023	VALLEYWIDE GENERATOR SERVICE LLC	5,252.81
1080743	18-May-2023	VALLEYWIDE GENERATOR SERVICE LLC	1,120.00
717048	10-May-2023	VARATHA, KARTHIK (R)	174.00
1080803	30-May-2023	VENTANA ESTATES	654.00
1080727	18-May-2023	VERIZON WIRELESS	3,103.97
1080728	18-May-2023	VERIZON WIRELESS	5,107.50
1080729	18-May-2023	VERIZON WIRELESS	1,394.63
1080730	18-May-2023	VERIZON WIRELESS	1,319.05
1080731	18-May-2023	VERIZON WIRELESS	884.84
1080732	18-May-2023	VERIZON WIRELESS	340.00
1080794	25-May-2023	VERIZON WIRELESS	48.03
717145	10-May-2023	VERNER, SHARON (R)	57.71
1080672	11-May-2023	VERRA MOBILITY	41,168.00
1080716	18-May-2023	VERRA MOBILITY	4,797.80
717236	11-May-2023	VESPER, KERRY	250.00
717049	10-May-2023	VIGILANT SOLUTIONS INC	3,276.00
717299	17-May-2023	VINCERE PHYSICIANS GROUP PLLC	57,290.00
717537	24-May-2023	VINCON ENGINEERING CONSTRUCTION LLC	455,447.11
717674	30-May-2023	VIRDEE, ARVINDER S	1,096.00
1080639	11-May-2023	VISION SERVICE PLAN OF ARIZONA	25,161.34
1080640	11-May-2023	VISION SERVICE PLAN OF ARIZONA	4,874.88
1080641	11-May-2023	VISION SERVICE PLAN OF ARIZONA	56.24
1080849	30-May-2023	VISTA ASSET COMPANY LLC	2,198.00
1080851	30-May-2023	VISTA STAR COMPANY, LLC	10,294.00
717050	10-May-2023	VIVEROS, MARCOS C	660.00
717051	10-May-2023	VOIANCE LANGUAGE SERVICES LLC	373.01
717300	17-May-2023	VOIANCE LANGUAGE SERVICES LLC	493.97
1080783	25-May-2023	VOSS LIGHTING	4,111.59
1080646	11-May-2023	VOYA FINANCIAL	80,256.77
1080604	04-May-2023	VULCAN MATERIALS CO	664.08
1080679	11-May-2023	VULCAN MATERIALS CO	334.89
1080735	18-May-2023	VULCAN MATERIALS CO	303.08
717301	17-May-2023	WALKER CONSULTANTS	26,600.00
717146	10-May-2023	WALKER, RIANA (R)	34.77
716886	03-May-2023	WALLENTINE, KENNETH R	930.00
717577	24-May-2023	WALRATH, JOHN (R)	36.28
717352	17-May-2023	WANG, BINGYU (R)	88.19

717147	10-May-2023	WANGATHIKA, VICTOR (R)	13.43
716831	03-May-2023	WARNER, MICHAEL (R)	120.00
716832	03-May-2023	WARREN, LANETTA (R)	34.36
717578	24-May-2023	WASSON, CORY (R)	51.20
1080675	11-May-2023	WASTE MANAGEMENT OF ARIZONA, INC	4,862.78
1080676	11-May-2023	WASTE MANAGEMENT OF ARIZONA, INC	680.18
1080720	18-May-2023	WASTE MANAGEMENT OF ARIZONA, INC	34,656.88
1080721	18-May-2023	WASTE MANAGEMENT OF ARIZONA, INC	5,403.88
1080722	18-May-2023	WASTE MANAGEMENT OF ARIZONA, INC	497.50
1080723	18-May-2023	WASTE MANAGEMENT OF ARIZONA, INC	18,875.88
1080724	18-May-2023	WASTE MANAGEMENT OF ARIZONA, INC	1,661.94
1080725	18-May-2023	WASTE MANAGEMENT OF ARIZONA, INC	428.50
1080726	18-May-2023	WASTE MANAGEMENT OF ARIZONA, INC	960,696.07
717302	17-May-2023	WATER & ENERGY SYSTEMS TECHNOLOGY INC	2,306.75
717579	24-May-2023	WATTS, ELSKA (R)	143.50
1080917	30-May-2023	WATTS, ELSKA M.	3.00
1080613	04-May-2023	WAXIE SANITARY SUPPLY	6,130.05
1080674	11-May-2023	WAXIE SANITARY SUPPLY	35.31
1080717	18-May-2023	WAXIE SANITARY SUPPLY	8,838.24
1080793	25-May-2023	WAXIE SANITARY SUPPLY	6,783.08
1080680	11-May-2023	WEBER WATER RESOURCES LLC	5,077.35
717796	31-May-2023	WEBER, JOHNATHON (R)	31.67
717148	10-May-2023	WEEKLY, KELLY (R)	34.27
1080822	30-May-2023	WEINBERG, JAMES M	1,475.00
716935	04-May-2023	WERTHER, ARIEL A	188.00
716793	03-May-2023	WEST COAST ARBORISTS, INC	3,480.00
717675	30-May-2023	WEST USA REALTY, INC.	172.00
1080781	25-May-2023	WESTERN ENVIRONMENTAL EQUIPMENT COMPANY	10,463.17
716794	03-May-2023	WESTERN STATES FIRE PROTECTION CO	11,716.06
717052	10-May-2023	WESTERN STATES FIRE PROTECTION CO	16,984.80
717303	17-May-2023	WESTERN STATES FIRE PROTECTION CO	3,655.50
717538	24-May-2023	WESTERN STATES FIRE PROTECTION CO	20,562.60
717767	31-May-2023	WESTERN STATES FIRE PROTECTION CO	4,895.50
716795	03-May-2023	WHYSKED LLC (R)	33.75
717053	10-May-2023	WILLIAM L EMSHOFF	20,182.50
717596	25-May-2023	WILLIAMS, CHRISTOPHER S	67.64
716796	03-May-2023	WILSON ENGINEERS	7,575.00
717054	10-May-2023	WILSON ENGINEERS	9,638.75
717304	17-May-2023	WILSON ENGINEERS	449,006.14
717539	24-May-2023	WILSON ENGINEERS	3,828.75
1080610	04-May-2023	WIST BUSINESS SUPPLIES & EQUIPMENT	262.68
1080670	11-May-2023	WIST BUSINESS SUPPLIES & EQUIPMENT	157.60
1080742	18-May-2023	WIST BUSINESS SUPPLIES & EQUIPMENT	231.55
716944	05-May-2023	WITT, DONALD W	180.00
1080797	30-May-2023	WL INVESTMENT LLC	1,992.00
1080919	30-May-2023	WONG, CHRISTOPHER DINH	1,047.00
717580	24-May-2023	WONG, KIN KAI ANDY (R)	97.56
717797	31-May-2023	WOODY, KATRINA (R)	15.74
716797	03-May-2023	WRAIGHT, ALEX (R)	38.00
716798	03-May-2023	WRAIGHT, STEPHANIE (R)	36.00
717676	30-May-2023	WREF AUTUMN CREEK, LP	1,056.00
717677	30-May-2023	WREF GREENTREE PLACE, LP	1,080.00

1080677	11-May-2023	WRIGHT ENGINEERING CORP.	2,450.00
717149	10-May-2023	WRIGHT, AFTEN (R)	43.43
1080718	18-May-2023	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	5,733.00
1080929	30-May-2023	WU, SUYUAN LIN	3,789.00
716833	03-May-2023	WURTZ, DEAN (R)	50.66
717798	31-May-2023	WURTZ, DEAN (R)	56.30
1080913	30-May-2023	XIA, JINGNA	1,512.00
1080949	30-May-2023	XIAO, HONG MEI	1,848.00
1080684	16-May-2023	XIE, YUN	400.00
1080744	18-May-2023	XIE, YUN	400.00
1080914	30-May-2023	XIE, YUN	3,623.00
1080786	25-May-2023	Y.S. MANTRI & ASSOCIATES, LLC	4,577.60
717150	10-May-2023	YAGNIK, MANALI (R)	15.94
716834	03-May-2023	YAMANOUCHI, HIRO (R)	44.11
717353	17-May-2023	YAN, SHANG QIANG (R)	37.51
717581	24-May-2023	YANG, HSIEN LUNG (R)	36.99
1080827	30-May-2023	YASSIR, YOUSEF	2,600.00
717768	31-May-2023	YESCO LLC	129,606.00
717582	24-May-2023	YILDIRIM, METIN (R)	14.76
1080886	30-May-2023	YIN, WENBI	1,138.00
716936	04-May-2023	YNCLAN, CASSANDRA L	171.00
1080858	30-May-2023	YO, TIMOTHY	1,987.00
717447	24-May-2023	YOUNG REMBRANDTS OF SOUTHEAST PHOENIX	1,650.00
717055	10-May-2023	YOUTZ, ROBERT	16.00
716799	03-May-2023	YUKE LI	11,000.00
717799	31-May-2023	YUNKHERR, DEBRA (R)	61.10
717769	31-May-2023	ZACH VALENT STUDIO LLC	6,800.00
1080887	30-May-2023	ZHANG, JUNLI	1,254.00
1080950	30-May-2023	ZHANG, QISHENG	1,912.00
717151	10-May-2023	ZHANG, YANG (R)	100.68
717678	30-May-2023	ZHENG, SHAO MEI	2,122.00
717152	10-May-2023	ZIMOLZAK, DAN (R)	91.99
717354	17-May-2023	ZWERVER, DAVID (R)	65.53
1081029	08-Jun-2023	1125 CALIFORNIA LLC	1,147.00
718403	22-Jun-2023	123 WASHINGTON HOMEOWNERS ASSOCIATION	1,500.00
718404	22-Jun-2023	123 WASHINGTON HOMEOWNERS ASSOCIATION	1,500.00
718044	08-Jun-2023	2017-2 IH BORROWER LP	959.00
718210	14-Jun-2023	2060 DIGITAL LLC, PHOENIX	13,567.50
717990	07-Jun-2023	5 WORDS MEDIA	17,170.41
1081028	08-Jun-2023	847 RAY LLC	2,500.00
717991	07-Jun-2023	A MIND FOR DETAIL INC	2,481.26
718259	21-Jun-2023	A MIND FOR DETAIL INC	4,010.00
718511	28-Jun-2023	A MIND FOR DETAIL INC	3,262.50
717992	07-Jun-2023	A P FIRE PROTECTION, LLC	3,920.00
718512	28-Jun-2023	A P FIRE PROTECTION, LLC	1,615.00
717993	07-Jun-2023	ABUNDANT BLESSING LLC (R)	33.75
1081044	15-Jun-2023	ACCELA INC	242,366.52
718260	21-Jun-2023	ACCURATE INTERPRETING SERVICES	1,365.00
1080991	08-Jun-2023	ACHEN GARDNER CONSTRUCTION LLC	106,470.95
717912	07-Jun-2023	ACORD, JOSH (R)	39.10
717830	07-Jun-2023	ADAIR, NATASHA (R)	74.08
717831	07-Jun-2023	ADINKRAH, PATRICK (R)	71.41

718211	14-Jun-2023	ADP INTERPRETING LLC	875.00
718212	14-Jun-2023	AFLAC	229.45
718045	08-Jun-2023	AGARWAL, ABHISHEK	1,386.00
718405	22-Jun-2023	AGARWAL, ABHISHEK	400.00
718406	22-Jun-2023	AH PROPERTIES	536.00
718481	28-Jun-2023	AHMAD, BAHER (R)	175.86
718152	14-Jun-2023	ALEMU, RUTH (R)	22.31
1081165	29-Jun-2023	ALL ANIMALS RESCUE & TRANSPORTATION, LLC	1,560.00
1080961	01-Jun-2023	ALL CITY TOWING	76.00
1080987	08-Jun-2023	ALL CITY TOWING	24.00
1081040	15-Jun-2023	ALL CITY TOWING	109.00
1081110	22-Jun-2023	ALL CITY TOWING	36.00
1081039	15-Jun-2023	ALL THE KING'S FLAGS	304.22
1081171	29-Jun-2023	ALL THE KING'S FLAGS	126.09
717994	07-Jun-2023	ALLARD COLLISION LLC	2,465.40
718513	28-Jun-2023	ALLARD COLLISION LLC	5,335.33
717995	07-Jun-2023	ALLIED UNIVERSAL JANITORIAL SERVICES	4,678.58
718261	21-Jun-2023	ALLIED UNIVERSAL JANITORIAL SERVICES	41,464.32
718514	28-Jun-2023	ALLIED UNIVERSAL JANITORIAL SERVICES	843.51
717996	07-Jun-2023	ALLIED UNIVERSAL SECURITY SERVICES	1,145.70
718213	14-Jun-2023	ALLIED UNIVERSAL SECURITY SERVICES	760.30
718515	28-Jun-2023	ALLIED UNIVERSAL SECURITY SERVICES	2,291.40
717832	07-Jun-2023	ALMOHSEN, SULTAN (R)	21.77
718262	21-Jun-2023	ALTEC INDUSTRIES INC	126.52
718153	14-Jun-2023	AMERICAN ROAD MAINTENANCE (R)	1,337.65
717997	07-Jun-2023	ANCON	33,124.85
718214	14-Jun-2023	ANCON	10,018.75
718516	28-Jun-2023	ANCON	12,473.75
1080955	01-Jun-2023	ANDREW'S REFRIGERATIONS INC	594.73
1081050	15-Jun-2023	ANDREW'S REFRIGERATIONS INC	188.00
717833	07-Jun-2023	ANGELL, DAVID (R)	64.20
1080958	01-Jun-2023	ANTHEM LIFE INSURANCE COMPANY	13,773.66
717998	07-Jun-2023	AP AJ, LLC	5,100.00
717821	01-Jun-2023	APC 2020 INVESTMENT, LLC	1,456.00
718263	21-Jun-2023	APL ACCESS & SECURITY	70.00
718517	28-Jun-2023	APL ACCESS & SECURITY	38,214.46
717834	07-Jun-2023	ARAUJO, JANEEN (R)	46.61
718264	21-Jun-2023	ARC DOCUMENT SOLUTIONS, LLC	8,907.96
717999	07-Jun-2023	ARCADIS US INC	11,032.50
718265	21-Jun-2023	ARDURRA GROUP, INC	48,140.00
718518	28-Jun-2023	ARDURRA GROUP, INC	8,320.00
1081172	29-Jun-2023	ARIZONA 811	1,562.57
718215	14-Jun-2023	ARIZONA CART SERVICES, INC	120.00
718000	07-Jun-2023	ARIZONA ELECTRIC SUPPLY CO	4,777.33
718216	14-Jun-2023	ARIZONA ELECTRIC SUPPLY CO	5,647.09
718519	28-Jun-2023	ARIZONA ELECTRIC SUPPLY CO	13,050.15
718217	14-Jun-2023	ARIZONA ELEVATOR SOLUTIONS, INC	152.50
718266	21-Jun-2023	ARIZONA ELEVATOR SOLUTIONS, INC	5,500.36
1081115	22-Jun-2023	ARIZONA FURNISHINGS	2,419.44
718267	21-Jun-2023	ARIZONA OFFICE TECHNOLOGIES	132.19
718001	07-Jun-2023	ARIZONA POWER AUTHORITY	3,540.12
718218	14-Jun-2023	ARIZONA PSYCHOLOGICAL ASSESSEMENT AND TREATMENT SERVICES	400.00

717803	01-Jun-2023	ARIZONA PUBLIC SERVICE COMPANY	13,829.37
718002	07-Jun-2023	ARIZONA PUBLIC SERVICE COMPANY	2,919.97
718197	14-Jun-2023	ARIZONA PUBLIC SERVICE COMPANY	5,542.00
718219	14-Jun-2023	ARIZONA PUBLIC SERVICE COMPANY	1,486.60
718268	21-Jun-2023	ARIZONA PUBLIC SERVICE COMPANY	1,212.33
718520	28-Jun-2023	ARIZONA RUBBER COMANY, INC	295.40
718003	07-Jun-2023	ARIZONA STATE TREASURER	247,013.99
718521	28-Jun-2023	ARIZONA SUPREME COURT	36.00
718522	28-Jun-2023	ARIZONA WASTEWATER INDUSTRIES INC	10,165.46
1080986	08-Jun-2023	ARIZONA WATER WORKS SUPPLY INC	862.77
1081036	15-Jun-2023	ARIZONA WATER WORKS SUPPLY INC	47.74
1080995	08-Jun-2023	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	102.00
1081053	15-Jun-2023	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	88.00
1081117	22-Jun-2023	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	148.00
1081163	29-Jun-2023	ARIZONA'S BEST CHOICE PEST & TERMITE SERVICES	1,293.00
718269	21-Jun-2023	ARIZONA'S BEST GARAGE DOOR & REPAIR COMPANY, LLC	47,738.13
718154	14-Jun-2023	ARREOLA, MARCO (R)	57.56
718220	14-Jun-2023	ARRINGTON WATKINS ARCHITECTS, LLC	1,285.24
1080959	01-Jun-2023	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	30.00
1081037	15-Jun-2023	ARTISTIC LAND MANAGEMENT INC	80,157.60
1081168	29-Jun-2023	ARTISTIC LAND MANAGEMENT INC	8,118.07
718362	21-Jun-2023	ASLANOGLOU, ELENI (R)	6.76
718523	28-Jun-2023	ASSOCIATED FENCE	10,606.59
1081042	15-Jun-2023	ATTORNEY T LAW	4,167.00
1081174	29-Jun-2023	ATTORNEY T LAW	4,167.00
718004	07-Jun-2023	AVIATION MANAGEMENT MANAGEMENT CONSULTING GROUP, INC	24,950.00
717835	07-Jun-2023	AWAWDA, ABDALHAMID (R)	80.42
718221	14-Jun-2023	AZ LIGHTING & ELECTRIC LLC	275.00
1080992	08-Jun-2023	AZCEND	150,000.00
1081046	15-Jun-2023	AZCEND	125,000.00
718005	07-Jun-2023	AZTEC ENGINEERING GROUP, INC	7,065.98
718222	14-Jun-2023	B&E APPRAISAL SERVICE LLC	170.00
718223	14-Jun-2023	B&F CONTRACTING INC	56,350.59
718270	21-Jun-2023	B&F CONTRACTING INC	318,841.08
718524	28-Jun-2023	B&F CONTRACTING INC	5,000.00
718006	07-Jun-2023	BAKER & TAYLOR, LLC	2,963.90
718224	14-Jun-2023	BAKER & TAYLOR, LLC	1,143.59
718271	21-Jun-2023	BAKER & TAYLOR, LLC	2,284.87
1081107	22-Jun-2023	BAKER COMMODITIES INC	100.00
717836	07-Jun-2023	BALDERRAMA, ALEX (R)	26.66
1080985	07-Jun-2023	BANK OF AMERICA	1,199,795.89
718272	21-Jun-2023	BANNER OCCUPATIONAL HEALTH CLINICS	360.00
718273	21-Jun-2023	BANNER OCCUPATIONAL HEALTH CLINICS	175.00
718274	21-Jun-2023	BANNER OCCUPATIONAL HEALTH CLINICS	495.00
718275	21-Jun-2023	BANNER OCCUPATIONAL HEALTH CLINICS	175.00
718276	21-Jun-2023	BANNER OCCUPATIONAL HEALTH CLINICS	360.00
718277	21-Jun-2023	BANNER OCCUPATIONAL HEALTH CLINICS	580.00
718278	21-Jun-2023	BANNER OCCUPATIONAL HEALTH CLINICS	3,900.00
718279	21-Jun-2023	BANNER OCCUPATIONAL HEALTH CLINICS	1,040.00
718525	28-Jun-2023	BANNER OCCUPATIONAL HEALTH CLINICS	17,959.25
1081031	14-Jun-2023	BARKDOLL PROPERTIES LLC	400.00
718007	07-Jun-2023	BARKER RINKER SEACAT ARCHITECTURE	42,652.32

718008	07-Jun-2023	BARKING DOG EXHIBITS	5,553.72
718155	14-Jun-2023	BARNUM, TIMOTHY (R)	146.59
1081167	29-Jun-2023	BAVCO	643.03
717822	01-Jun-2023	BCORE MF ARCHES LLC	1,448.00
718198	14-Jun-2023	BCORE MF ARCHES LLC	758.00
718435	27-Jun-2023	BCORE MF ARCHES LLC	144.00
718156	14-Jun-2023	BELT, JENNIFER (R)	86.26
718363	21-Jun-2023	BENHAM, GAGE (R)	66.20
717837	07-Jun-2023	BENNETT, JESICA (R)	9.99
718157	14-Jun-2023	BHANDARI, PANKAJ (R)	7.84
1081048	15-Jun-2023	BIBLIOTHECA LLC	4,000.00
1081114	22-Jun-2023	BIBLIOTHECA LLC	34,384.82
718280	21-Jun-2023	BINGHAM EQUIPMENT COMPANY	422.00
718364	21-Jun-2023	BJ'S RESTUARANT OPERATIONS (R)	355.15
718423	22-Jun-2023	BLAKE, CYNTHIA A	31.00
718225	14-Jun-2023	BLOOD ALCOHOL TESTING & CONSULTING, LLC	300.00
718526	28-Jun-2023	BLOOD ALCOHOL TESTING & CONSULTING, LLC	150.00
1080981	01-Jun-2023	BMF IV AZ LAGUNA VILLAGE LLC	1,200.00
1081030	08-Jun-2023	BMF IV AZ LAGUNA VILLAGE LLC	1,287.00
1081034	14-Jun-2023	BMF IV AZ LAGUNA VILLAGE LLC	400.00
718281	21-Jun-2023	BOBEL, GREG	1,000.00
718158	14-Jun-2023	BOBER, LINH (R)	41.47
717838	07-Jun-2023	BOGANS, TANISHA (R)	201.89
718226	14-Jun-2023	BORDER STATES ELECTRIC SUPPLY	4,194.46
718365	21-Jun-2023	BORLAND, JEN (R)	71.78
718009	07-Jun-2023	BOUND TREE MEDICAL LLC	197.50
718527	28-Jun-2023	BOUND TREE MEDICAL LLC	3,784.76
1080989	08-Jun-2023	BRENNTAG PACIFIC INC	24,211.34
1081043	15-Jun-2023	BRENNTAG PACIFIC INC	17,798.51
1081112	22-Jun-2023	BRENNTAG PACIFIC INC	8,528.91
1081175	29-Jun-2023	BRENNTAG PACIFIC INC	24,715.50
718528	28-Jun-2023	BRICKS 4 KIDZ	8,288.00
718366	21-Jun-2023	BRIGGS, MICHELE (R)	68.05
718482	28-Jun-2023	BRIGHT, REBECCA (R)	16.19
1080957	01-Jun-2023	BRIGHTVIEW LANDSCAPE SERVICES, INC	16,830.00
1080994	08-Jun-2023	BRIGHTVIEW LANDSCAPE SERVICES, INC	11,327.48
1081052	15-Jun-2023	BRIGHTVIEW LANDSCAPE SERVICES, INC	87,424.46
1081162	29-Jun-2023	BRIGHTVIEW LANDSCAPE SERVICES, INC	214,500.06
718483	28-Jun-2023	BRITTON, STEVEN (R)	35.71
718407	22-Jun-2023	BROCKWAY, PATRICIA (R)	1,580.00
718010	07-Jun-2023	BROOKSIES PROPANE	51.66
718282	21-Jun-2023	BROOKSIES PROPANE	481.06
718529	28-Jun-2023	BROOKSIES PROPANE	62.27
718283	21-Jun-2023	BROWN WHOLESALE ELECTRIC	19,915.00
718367	21-Jun-2023	BROWNRIGG, AILEEN (R)	21.97
717839	07-Jun-2023	BRUDZYNSKI, JOSEPH (R)	5.56
718159	14-Jun-2023	BRUMFIELD, CHARLES (R)	26.21
1080990	08-Jun-2023	BSN SPORTS INC	2,390.46
718038	08-Jun-2023	BUCHANAN, KRISTOFFER E	180.00
718011	07-Jun-2023	BUESING CORPORATION	75.00
718530	28-Jun-2023	BUESING CORPORATION	315.00
718484	28-Jun-2023	BURGOS, ALBERT (R)	25.36

717840	07-Jun-2023	BURKEY, WILMA (R)	57.55
718368	21-Jun-2023	BURKLOW, DAVID (R)	67.45
717841	07-Jun-2023	BURKS, TROY (R)	49.73
718531	28-Jun-2023	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	10,845.90
718532	28-Jun-2023	C&S ENGINEERS, INC	73,772.00
717804	01-Jun-2023	CACCIOLA, ADRIANA A	31.00
717842	07-Jun-2023	CACTUS ASPHALT (R)	1,264.53
717805	01-Jun-2023	CAIN, KATHLEEN E	95.00
718039	08-Jun-2023	CALLIS, HEATHER L	84.39
717843	07-Jun-2023	CAMPA, MORGAN (R)	16.23
718227	14-Jun-2023	CAPITAL PUMP & EQUIPMENT LLC	3,780.00
718012	07-Jun-2023	CARAHSOFT TECHNOLOGY CORPORATION	12,207.84
718013	07-Jun-2023	CARBON ACTIVATED CORPORATION	106,786.20
718533	28-Jun-2023	CARBON ACTIVATED CORPORATION	104,335.20
718369	21-Jun-2023	CARLSON, JESSE (R)	28.07
1081108	22-Jun-2023	CAROLLO ENGINEERS	25,000.00
718160	14-Jun-2023	CASS, KAMI (R)	7.58
718284	21-Jun-2023	CASTILLE HOMEOWNERS ASSOCIATION	9,952.00
718611	29-Jun-2023	CAZARES, GORGE L	2.00
718534	28-Jun-2023	CDW GOVERNMENT, LLC	923,604.28
1080956	01-Jun-2023	CE WILSON CONSULTING, LLC	25,925.00
1081051	15-Jun-2023	CE WILSON CONSULTING, LLC	29,657.50
1080960	01-Jun-2023	CENTRAL ARIZONA PROJECT	361,715.65
1081109	22-Jun-2023	CENTRAL ARIZONA PROJECT	61,178.00
718014	07-Jun-2023	CENTURY GRAPHICS INC	16,592.79
718228	14-Jun-2023	CENTURYLINK	11,725.49
718229	14-Jun-2023	CENTURYLINK	11,395.58
1081056	15-Jun-2023	CENTURYLINK	0.59
1081057	15-Jun-2023	CENTURYLINK	3,381.12
1081160	29-Jun-2023	CENTURYLINK	3,381.12
718535	28-Jun-2023	CERNER CORPORATION	160.00
718370	21-Jun-2023	CERVANTES, JOHNNY (R)	45.02
718485	28-Jun-2023	CHAIRA, LUPE (R)	19.89
718536	28-Jun-2023	CHALLENGE ISLAND CHANDLER	2,866.50
1080983	05-Jun-2023	CHANDLER GARDENS	651.00
718537	28-Jun-2023	CHANDLER GILBERT ARC	10,000.00
1080980	01-Jun-2023	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	663.00
717844	07-Jun-2023	CHARTRAND, JOSH (R)	17.50
718486	28-Jun-2023	CHEN, SHIH (R)	15.26
718424	22-Jun-2023	CHEPELSKY, BETH A	22.69
718015	07-Jun-2023	CHILLER CITY CORP	2,244.00
1080996	08-Jun-2023	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	14,010.00
1081054	15-Jun-2023	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	29,640.00
1081164	29-Jun-2023	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	14,250.00
717845	07-Jun-2023	CHRISTENSEN, DOMINIQUE (R)	50.77
718016	07-Jun-2023	CHURCH FOR COPS, LLC	4,200.00
718230	14-Jun-2023	CITY OF CHANDLER	1,600.00
718199	14-Jun-2023	CITY OF GLENDALE (233-5)	2,644.50
718408	22-Jun-2023	CITY OF MESA	58.00
718200	14-Jun-2023	CITY OF ORLANDO HOUSING AUTHORITY	1,022.25
718231	14-Jun-2023	CITY OF PHOENIX	10,500.00
718232	14-Jun-2023	CITY OF PHOENIX	338,320.48

718285	21-Jun-2023	CITY OF PHOENIX	10.00
1081170	29-Jun-2023	CITY WIDE PEST CONTROL INC	2,745.00
718017	07-Jun-2023	CLARK HILL PLC	4,056.00
718018	07-Jun-2023	CLARK HILL PLC	2,553.40
718233	14-Jun-2023	CLARK HILL PLC	1,194.70
718234	14-Jun-2023	CLARK HILL PLC	544.50
718235	14-Jun-2023	CLARK HILL PLC	1,442.61
718236	14-Jun-2023	CLARK HILL PLC	891.00
718237	14-Jun-2023	CLARK HILL PLC	932.70
718538	28-Jun-2023	CLARK TRANSPORTATION SOLUTIONS	15,334.32
718409	22-Jun-2023	CLARK, CAROL (R)	500.00
1081166	29-Jun-2023	CLEANVIEW SEWER INSPECTIONS LLC	8,093.01
718019	07-Jun-2023	CLUBCONNECT, L.L.C.	145.54
718286	21-Jun-2023	COLE, HEATHER S	150.00
718020	07-Jun-2023	COMMERCIAL POOL REPAIR	18,964.72
718238	14-Jun-2023	COMMERCIAL POOL REPAIR	3,775.03
718287	21-Jun-2023	COMMERCIAL POOL REPAIR	21,729.56
718239	14-Jun-2023	COMPUTER AID, INC	516,082.37
718539	28-Jun-2023	COMPUTER SCIENCES CORPORATION	14,053.00
718540	28-Jun-2023	CONSOR NORTH AMERICA, INC	19,982.00
1081038	15-Jun-2023	CONSULTANT ENGINEERING INC	69,511.83
1081161	29-Jun-2023	CONTINENTAL FLOORING CO	3,254.70
718541	28-Jun-2023	CONVERGENT PRINT GROUP LLC	292.87
718161	14-Jun-2023	COOK, HEIDI (R)	9.36
718021	07-Jun-2023	COONS, DANIEL N	353.52
718022	07-Jun-2023	CORE & MAIN LP	155,071.70
718240	14-Jun-2023	CORE & MAIN LP	1,307.75
718288	21-Jun-2023	CORE & MAIN LP	44,557.12
718542	28-Jun-2023	CORE & MAIN LP	312,727.50
718289	21-Jun-2023	CORE CONSTRUCTION INC	1,612,823.25
718241	14-Jun-2023	COX BUSINESS	3.14
718242	14-Jun-2023	COX BUSINESS	827.50
717846	07-Jun-2023	CRANDALL, CARL (R)	53.15
1081055	15-Jun-2023	CS CONSTRUCTION INC	333,042.00
718243	14-Jun-2023	CUBIC ITS, INC.	7,077.00
1081169	29-Jun-2023	CURTIS BLUE LINE	1,167.47
718437	28-Jun-2023	CURTIS, AIMEE (R)	168.00
718023	07-Jun-2023	CURTIS, LATEKA (R)	250.00
718290	21-Jun-2023	CUTIES LEMONADE INC	561.75
718244	14-Jun-2023	CUTTERS DOCUMENT DESTRUCTION, LLC	99.00
718291	21-Jun-2023	CUTTERS DOCUMENT DESTRUCTION, LLC	99.95
718292	21-Jun-2023	D L SALES CORP	1,894.21
1081116	22-Jun-2023	D.H. PACE COMPANY, INC	864.08
718245	14-Jun-2023	DAVIDSON & BELLUSO, INC	93,408.00
718543	28-Jun-2023	DAVIDSON & BELLUSO, INC	13,655.20
718024	07-Jun-2023	DAY AUTO SUPPLY, INC	101.68
718246	14-Jun-2023	DAY AUTO SUPPLY, INC	553.62
718293	21-Jun-2023	DAY AUTO SUPPLY, INC	688.23
718544	28-Jun-2023	DAY AUTO SUPPLY, INC	1,258.20
718025	07-Jun-2023	DEALNEY VENTURES LLC (R)	33.75
718247	14-Jun-2023	DECA SOUTHWEST	6,549.83
718487	28-Jun-2023	DELAROSA, KELSEY (R)	98.76

718026	07-Jun-2023	DELTA DENTAL OF ARIZONA	10,552.62
718027	07-Jun-2023	DELTA DENTAL OF ARIZONA	173,093.89
718028	07-Jun-2023	DESERT TOX, LLC	859.10
1080954	01-Jun-2023	DEVAU HUMAN RESOURCES	4,830.12
1080988	08-Jun-2023	DEVAU HUMAN RESOURCES	22,255.78
1081041	15-Jun-2023	DEVAU HUMAN RESOURCES	16,754.22
1081111	22-Jun-2023	DEVAU HUMAN RESOURCES	4,537.30
1081173	29-Jun-2023	DEVAU HUMAN RESOURCES	23,017.55
717847	07-Jun-2023	DI RE, MONIQUE (R)	12.63
718029	07-Jun-2023	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	4,811.00
718248	14-Jun-2023	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	50,170.60
718294	21-Jun-2023	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	37,295.00
718545	28-Jun-2023	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	10,883.00
718030	07-Jun-2023	DIBBLE CM, LLC	53,356.00
718295	21-Jun-2023	DICK & FRITSCHE DESIGN GROUP, INC	3,735.00
717806	01-Jun-2023	DIETZ, ASHLEY A	31.00
718249	14-Jun-2023	DIG STUDIO INC	5,736.24
718250	14-Jun-2023	DLT SOLUTIONS LLC	5,529.79
718488	28-Jun-2023	DOMINGO, VELDA (R)	67.75
718546	28-Jun-2023	DOWNTOWN JUSTICE COURT EAST PHOENIX	500.00
718031	07-Jun-2023	DP AIR CORP	236.00
718032	07-Jun-2023	DPC ENTERPRISES LP	40,595.47
718251	14-Jun-2023	DPC ENTERPRISES LP	26,126.63
718296	21-Jun-2023	DPC ENTERPRISES LP	2,158.08
718547	28-Jun-2023	DPC ENTERPRISES LP	29,489.46
718252	14-Jun-2023	DPRODRIGUEZ ARCHITECTURE (R)	275.00
717848	07-Jun-2023	DRAGUN, BRADLEY (R)	45.12
718033	07-Jun-2023	DUNCAN ASSOCIATES	1,750.00
717849	07-Jun-2023	DUPREE, CRAIG (R)	48.77
718162	14-Jun-2023	DUQUETTE, BRENT (R)	54.53
1081045	15-Jun-2023	DYE CARBONIC	4,254.51
1081113	22-Jun-2023	DYE CARBONIC	883.09
1081176	29-Jun-2023	DYE CARBONIC	690.54
1080997	08-Jun-2023	DYNAMIC OFFICIALS AND SPORTS	4,256.00
1081118	22-Jun-2023	DYNAMIC OFFICIALS AND SPORTS	584.00
718053	14-Jun-2023	EAR PROFESSIONAL AUDIO VIDEO	11,044.98
717946	07-Jun-2023	EARNHARDT	591.58
717947	07-Jun-2023	EARNHARDT	152.26
718054	14-Jun-2023	EARNHARDT	2,220.88
718055	14-Jun-2023	EARNHARDT	153.58
718302	21-Jun-2023	EARNHARDT	1,573.01
718548	28-Jun-2023	EARNHARDT	2,349.83
718549	28-Jun-2023	EARNHARDT	1,741.39
717948	07-Jun-2023	EARNHARDT CHEVROLET	2,915.88
718056	14-Jun-2023	EARNHARDT CHEVROLET	1,781.66
718303	21-Jun-2023	EARNHARDT CHEVROLET	454.44
718550	28-Jun-2023	EARNHARDT CHEVROLET	5,142.99
1080966	01-Jun-2023	EARNHARDT TOYOTA	4.46
718057	14-Jun-2023	EBSCO INFORMATION SERVICES, LLC	354.21
717850	07-Jun-2023	ECH II LLC (R)	44.70
1081143	22-Jun-2023	EDB ENTERPRISE LLC	1,079.00
718371	21-Jun-2023	EDMONDSON, ANDREA (R)	63.32

717851	07-Jun-2023	EINHORN, EVAN (R)	52.75
718489	28-Jun-2023	ELLER, RHETT (R)	69.01
717949	07-Jun-2023	ELONTEC, LLC	12,178.00
718551	28-Jun-2023	EMC2 GROUP ARCHITECTS PLANNERS PC	1,682.50
717950	07-Jun-2023	EMPIRE SOUTHWEST	443.16
718552	28-Jun-2023	EMPIRE SOUTHWEST	9,565.50
718304	21-Jun-2023	ENERGYCAP, LLC	27,609.78
717951	07-Jun-2023	ENTELLUS INC	16,822.75
718058	14-Jun-2023	ENTELLUS INC	18,280.13
718305	21-Jun-2023	ENTELLUS INC	8,849.91
718553	28-Jun-2023	ENTELLUS INC	1,404.67
718554	28-Jun-2023	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	685.00
718301	21-Jun-2023	E-PLANSOFT	3,200.00
717952	07-Jun-2023	EPS GROUP INC	23,055.00
718555	28-Jun-2023	EPS GROUP INC	10,691.25
718059	14-Jun-2023	EQUIFAX WORKFORCE SOLUTIONS LLC	4,093.55
718556	28-Jun-2023	EQUIFAX WORKFORCE SOLUTIONS LLC	3,470.17
717826	05-Jun-2023	ESCOBEDO, CONSUELO (R)	27,708.90
718372	21-Jun-2023	ESCOBEDO, ROBERT (R)	7.90
718557	28-Jun-2023	ETC COMPLIANCE SOLUTIONS	6,600.00
1081191	29-Jun-2023	EUREKA PRODUCTIONS, INC	10,457.25
718306	21-Jun-2023	EUROFINS ENVIRONMENT TESTING SOUTHWEST LLC	6,086.00
718040	08-Jun-2023	EVANS, WILLIAM C	124.78
1080984	05-Jun-2023	EVERGREEN ON HAYDEN LANE APARTMENTS	525.00
1080968	01-Jun-2023	EWING IRRIGATION PRODUCTS INC	1,120.19
1081009	08-Jun-2023	EWING IRRIGATION PRODUCTS INC	15.56
1081067	15-Jun-2023	EWING IRRIGATION PRODUCTS INC	9,403.04
1081181	29-Jun-2023	EWING IRRIGATION PRODUCTS INC	1,683.69
718060	14-Jun-2023	EXERPLAY INC	1,573.25
718558	28-Jun-2023	EXERPLAY INC	67,792.74
717953	07-Jun-2023	FACTORY MOTOR PARTS COMPANY	417.01
718061	14-Jun-2023	FACTORY MOTOR PARTS COMPANY	171.89
718307	21-Jun-2023	FACTORY MOTOR PARTS COMPANY	1,287.99
718559	28-Jun-2023	FACTORY MOTOR PARTS COMPANY	4,657.18
718373	21-Jun-2023	FAITH REAL ESTATE (R)	44.79
717852	07-Jun-2023	FARBER, STEVEN (R)	90.19
718163	14-Jun-2023	FARNSWORTH LLC (R)	922.53
717954	07-Jun-2023	FCI CONSTRUCTORS, INC	14,371.13
718164	14-Jun-2023	FELKER, PAUL (R)	80.41
718308	21-Jun-2023	FENNEMORE CRAIG, P.C.	6,019.00
718062	14-Jun-2023	FERGUSON ENTERPRISES, LLC	8,246.70
718063	14-Jun-2023	FIELDPRINT, INC	845.00
718425	22-Jun-2023	FIGUEROA, ROSENDO P	246.64
718201	14-Jun-2023	FLAGSTAFF HOUSING AUTHORITY	3,797.25
1081059	15-Jun-2023	FLEXIBLE BENEFIT ADMINISTRATORS INC	621.60
1081060	15-Jun-2023	FLEXIBLE BENEFIT ADMINISTRATORS INC	812.50
717955	07-Jun-2023	FLUFFY CAKES (R)	33.75
718064	14-Jun-2023	FLYERS ENERGY LLC	35,975.65
718309	21-Jun-2023	FLYERS ENERGY LLC	30,063.87
718560	28-Jun-2023	FLYERS ENERGY LLC	30,149.20
1080963	01-Jun-2023	FOSTER ELECTRIC MOTOR SERVICE, INC	21,502.72
1081120	22-Jun-2023	FOSTER ELECTRIC MOTOR SERVICE, INC	9,466.07

718297	21-Jun-2023	FOSTER, DUANE	300.00
718165	14-Jun-2023	FREEMAN, COLBY (R)	29.91
717956	07-Jun-2023	FREIGHTLINER OF ARIZONA LLC	1,999.23
718310	21-Jun-2023	FREIGHTLINER OF ARIZONA LLC	1,760.53
718561	28-Jun-2023	FREIGHTLINER OF ARIZONA LLC	972.05
717957	07-Jun-2023	FRUTH GROUP INC	811.58
718311	21-Jun-2023	FRUTH GROUP INC	595.46
717958	07-Jun-2023	FSL HOME IMPROVEMENTS	1,454.53
718562	28-Jun-2023	FSL HOME IMPROVEMENTS	39,614.13
1081121	22-Jun-2023	FULL SPECTRUM GROUP, LLC	7,134.00
717959	07-Jun-2023	FULLCIRCLE PROGRAM INC (R)	45.00
718312	21-Jun-2023	FYRBERG, MICHAEL	250.00
718490	28-Jun-2023	GAMMON, KAYLENE (R)	88.51
718166	14-Jun-2023	GARBE, NICOLE (R)	13.88
718374	21-Jun-2023	GARBEN, TYLER (R)	27.39
718046	08-Jun-2023	GARCIA, JOSE MANUEL JR (R)	30,840.40
718167	14-Jun-2023	GARZA, ANTONIO (R)	52.54
717960	07-Jun-2023	GAVAN & BARKER INC	9,499.63
718065	14-Jun-2023	GAVAN & BARKER INC	11,470.12
718168	14-Jun-2023	GECHA, ANNA (R)	38.46
718375	21-Jun-2023	GEISLER, ERIK (R)	43.13
718563	28-Jun-2023	GEOSYSTEMS ANALYSIS INC	5,578.75
1080967	01-Jun-2023	GHASTER PAINTING & COATINGS INC	950.00
717961	07-Jun-2023	GHD INC	40,303.00
718066	14-Jun-2023	GILA RIVER INDIAN COMMUNITY	6,451.60
718564	28-Jun-2023	GILA RIVER INDIAN COMMUNITY	4,739.74
718565	28-Jun-2023	GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY	30,179.51
718067	14-Jun-2023	GILA RIVER TELECOMMUNICATION	217.87
718298	21-Jun-2023	GILBERT MUNICIPAL COURT	200.00
718426	22-Jun-2023	GILMORE, LATISHA A	64.00
718313	21-Jun-2023	GO AZ MOTORCYCLES SCOTTSDALE	882.60
718566	28-Jun-2023	GO AZ MOTORCYCLES SCOTTSDALE	744.77
717853	07-Jun-2023	GOLBA GROUP (R)	53.26
718068	14-Jun-2023	GONZALEZ & SMITH, P. C.	4,167.00
718376	21-Jun-2023	GONZALEZ, ROSEMARY (R)	33.56
1081070	15-Jun-2023	GOODMANS INTERIOR STRUCTURES	3,207.20
718069	14-Jun-2023	GORDWIN LAW, PLLC	4,167.00
1081027	08-Jun-2023	GOVINDARAJAN, OMKAR	2,155.00
717962	07-Jun-2023	GRAINGER	1,835.30
718070	14-Jun-2023	GRAINGER	412.01
718314	21-Jun-2023	GRAINGER	623.16
718315	21-Jun-2023	GRAINGER	5,014.67
718567	28-Jun-2023	GRAINGER	2,707.07
718568	28-Jun-2023	GRAINGER	823.71
718071	14-Jun-2023	GRANITE CONSTRUCTION COMPANY	844,144.46
717854	07-Jun-2023	GRASS, JACOB (R)	63.39
718377	21-Jun-2023	GRAVES, LAUREN (R)	73.67
718569	28-Jun-2023	GRAYBAR ELECTRIC COMPANY INC	11,100.24
717963	07-Jun-2023	GREAT TRAINING LLC	2,300.00
718570	28-Jun-2023	GREAT TRAINING LLC	2,200.00
717855	07-Jun-2023	GRIFFIN, MAXON (R)	31.58
718072	14-Jun-2023	GROUNDS CONTROL LLC	113,690.03

718571	28-Jun-2023	GROUP C MEDIA INC	5,900.00
1081063	15-Jun-2023	GRUBER POWER SERVICES	15,039.69
717856	07-Jun-2023	GUERRA, NANCY (R)	44.37
718572	28-Jun-2023	GYM TECH LLC	981.24
717964	07-Jun-2023	HACH COMPANY	5,526.44
718073	14-Jun-2023	HACH COMPANY	1,687.47
718612	29-Jun-2023	HAFEN, JASON T	190.07
717965	07-Jun-2023	HAMBICKI TRUCKS & CONTAINER SALES, INC	55,207.56
1081146	22-Jun-2023	HAMMEL INVESTMENTS, LLC	1,004.00
718034	07-Jun-2023	HAMMER, CASSIE (R)	45.00
717857	07-Jun-2023	HANSEN, SAMANTHA (R)	37.76
718378	21-Jun-2023	HANSEN, SAMANTHA (R)	37.76
718491	28-Jun-2023	HANSLOW, PETER (R)	78.35
718379	21-Jun-2023	HANTLA, SYLVIA (R)	12.63
718380	21-Jun-2023	HARRINGTON, DANA (R)	89.09
718258	15-Jun-2023	HARRIS, OD A	281.00
718316	21-Jun-2023	HAWKEYE ELECTRIC INC	145.59
1081077	15-Jun-2023	HAYDON COMPANIES LLC	499,754.06
718169	14-Jun-2023	HAYES, JESSICA (R)	15.39
717966	07-Jun-2023	HAZEN AND SAWYER	77,216.51
718317	21-Jun-2023	HDR ENGINEERING INC	37,620.23
1081071	15-Jun-2023	HENDERSON BELTWAY, LLC	6,305.41
718170	14-Jun-2023	HERNANDEZ, ERICA (R)	17.71
718171	14-Jun-2023	HERNANDEZ, ISELA (R)	9.35
717858	07-Jun-2023	HHB V LLC (R)	44.95
717859	07-Jun-2023	HILLIER, LAYAL (R)	53.26
718381	21-Jun-2023	HINTON, DANIELLE (R)	105.09
718382	21-Jun-2023	HITE, STEPHANIE (R)	36.00
718492	28-Jun-2023	HO, IRENE (R)	52.73
718383	21-Jun-2023	HOAGLAND, CHARLES (R)	31.79
718074	14-Jun-2023	HOPE FOR ADDICTION, INC	5,000.00
1080962	01-Jun-2023	HORIZON DISTRIBUTORS INC	726.56
1081002	08-Jun-2023	HORIZON DISTRIBUTORS INC	1,561.04
1081119	22-Jun-2023	HORIZON DISTRIBUTORS INC	1,813.47
1081187	29-Jun-2023	HORIZON DISTRIBUTORS INC	1,868.07
718035	07-Jun-2023	HOSEPOWERUSA AND/OR COMPLETE SAFETY	120.71
718299	21-Jun-2023	HOSEPOWERUSA AND/OR COMPLETE SAFETY	35.15
718318	21-Jun-2023	HOSEPOWERUSA AND/OR COMPLETE SAFETY	18.96
718202	14-Jun-2023	HOUSING AUTHORITY OF JOLIET	2,215.25
718050	09-Jun-2023	HUBBELL, JENNIFER	418.00
718493	28-Jun-2023	HUBER, JASON (R)	59.94
718172	14-Jun-2023	HUBERT, TOI (R)	47.15
718108	14-Jun-2023	HUGHES, JAYME (R)	90.00
718384	21-Jun-2023	HURLEY, JAMES (R)	14.48
718573	28-Jun-2023	HVS	39,800.00
717860	07-Jun-2023	IBEN, LORIE (R)	86.03
717967	07-Jun-2023	IDEAL RIDES LLC (R)	91.25
717968	07-Jun-2023	IMAGE CRAFT LLC	19,350.00
718319	21-Jun-2023	IMAGE TREND, INC.	44,130.88
717969	07-Jun-2023	INDUSTRIAL COMMISSION OF AZ	9,085.75
717970	07-Jun-2023	INGRAM LIBRARY SERVICES	5,279.28
718075	14-Jun-2023	INGRAM LIBRARY SERVICES	7,224.28

718320	21-Jun-2023	INGRAM LIBRARY SERVICES	6,027.77
718385	21-Jun-2023	INGRAM, AMANDA (R)	37.71
1080970	01-Jun-2023	IN-PIPE TECHNOLOGY	11,000.00
718076	14-Jun-2023	INSIGHTSOFTWARE, LLC	40,560.00
718077	14-Jun-2023	INSTRUMENTATION AND CONTROLS LLC	207.42
718321	21-Jun-2023	INTEGRATED MEDICAL EVALUATIONS, INC	4,437.50
718574	28-Jun-2023	INTERSTATE BATTERY SYSTEM OF PHX	1,408.47
718575	28-Jun-2023	INTERWEST SAFETY SUPPLY LLC	866.24
717971	07-Jun-2023	IQGEO AMERICA INC	21,700.00
718576	28-Jun-2023	IWATER INC	33,360.00
718577	28-Jun-2023	J.S. HELD LLC	2,041.50
1081073	15-Jun-2023	JACOBO LAW FIRM, PLLC	4,167.00
1081005	08-Jun-2023	JACOBS ENGINEERING GROUP	203,956.31
1081123	22-Jun-2023	JACOBS ENGINEERING GROUP	25,955.00
1081177	29-Jun-2023	JACOBS ENGINEERING GROUP	145,200.56
718256	15-Jun-2023	JACOBS, CAMERON P	329.00
718494	28-Jun-2023	JACOBSON, PAUL (R)	21.03
717861	07-Jun-2023	JAHN, DAVID (R)	101.32
718078	14-Jun-2023	JAMAR TECHNOLOGIES, INC.	8,834.00
718322	21-Jun-2023	JAMBA JUICE	320.00
1080965	01-Jun-2023	JAMES COOKE & HOBSON	32,901.71
1081006	08-Jun-2023	JAMES COOKE & HOBSON	3,682.00
1081064	15-Jun-2023	JAMES COOKE & HOBSON	6,519.30
1081124	22-Jun-2023	JAMES COOKE & HOBSON	1,815.94
1081179	29-Jun-2023	JAMES COOKE & HOBSON	22,291.00
1081061	15-Jun-2023	JANES, KIMBERLY A	449.14
718323	21-Jun-2023	JASPERZ LLC	107.80
717972	07-Jun-2023	JCMO WORLD LLC (R)	105.00
718051	09-Jun-2023	JEAN, CHARLES D	395.00
717862	07-Jun-2023	JEDNACHOWSKI, MICHELLE (R)	5.80
1081007	08-Jun-2023	JEFF MARTIN CONSULTING LLC	1,215.00
1081125	22-Jun-2023	JEFF MARTIN CONSULTING LLC	2,022.30
717973	07-Jun-2023	JENI MCCUTCHEON, PSY.D., PLLC	2,800.00
718438	28-Jun-2023	JENIK, SPENCER L	2,074.00
718439	28-Jun-2023	JENIK, SPENCER L	102.00
718440	28-Jun-2023	JENIK, SPENCER L	212.07
717863	07-Jun-2023	JIN, HAKKI (R)	25.01
1081026	08-Jun-2023	JJBMC PROPERTIES LLC	912.00
717864	07-Jun-2023	JOHNSON, RYANN (R)	7.64
718386	21-Jun-2023	JOHNSON, YEHOYADAH (R)	45.38
718578	28-Jun-2023	JOSEPH PAINTING COMPANY	76,173.00
718079	14-Jun-2023	JOTFORM INC	1,704.00
718387	21-Jun-2023	JUHASZ, EMERIC (R)	18.31
1081178	29-Jun-2023	JUST PLANT DESIGNERS INC	165.00
1081011	08-Jun-2023	KALYAN RAMAN KUV CONSULTANTS LLC	8,121.00
718080	14-Jun-2023	KANOPY LLC	2,129.00
717974	07-Jun-2023	KARY ENVIRONMENTAL SERVICES INC	521.60
718081	14-Jun-2023	KARY ENVIRONMENTAL SERVICES INC	5,496.10
718324	21-Jun-2023	KARY ENVIRONMENTAL SERVICES INC	15,261.75
718495	28-Jun-2023	KASSEL, YASMIN (R)	54.93
717865	07-Jun-2023	KHANDAVILLI, SRIVIVAS (R)	38.76
1081004	08-Jun-2023	KIMLEY-HORN AND ASSOCIATES, INC	53,417.73

1081062	15-Jun-2023	KIMLEY-HORN AND ASSOCIATES, INC	12,548.13
1081122	22-Jun-2023	KIMLEY-HORN AND ASSOCIATES, INC	44,187.10
1081193	29-Jun-2023	KIMLEY-HORN AND ASSOCIATES, INC	7,071.33
717975	07-Jun-2023	KING CONCRETE, INC	478.02
718082	14-Jun-2023	KING CONCRETE, INC	1,096.05
718325	21-Jun-2023	KING CONCRETE, INC	1,248.81
718579	28-Jun-2023	KING CONCRETE, INC	478.02
718203	14-Jun-2023	KING COUNTY HOUSING AUTHORITY	6,345.25
718580	28-Jun-2023	KIRBY, LESLIE DANA	500.00
718083	14-Jun-2023	KITCHELL/CEM INC	51,980.00
718326	21-Jun-2023	KITCHELL/CEM INC	5,440.00
718581	28-Jun-2023	KITCHELL/CEM INC	29,080.00
717866	07-Jun-2023	KOHLER, MAIZY (R)	37.64
718257	15-Jun-2023	KOLL, LAUREN M	161.91
718327	21-Jun-2023	KONA ICE OF WEST CENTRAL CHANDLER	323.40
718582	28-Jun-2023	KOWALSKI CONSTRUCTION INC	1,154.86
717807	01-Jun-2023	KULTALA, DAVID P	215.00
718583	28-Jun-2023	KWALL LLC	840.00
718173	14-Jun-2023	LA PORTE, JULIANNE (R)	79.91
718496	28-Jun-2023	LACEY, JON (R)	10.40
1081147	22-Jun-2023	LANG, DAWN L	1,661.54
718084	14-Jun-2023	LANGUAGE CONNECTION	191.25
718085	14-Jun-2023	LANGUAGE TESTING INTERNATIONAL	374.00
718584	28-Jun-2023	LANGUAGE TESTING INTERNATIONAL	187.00
718427	22-Jun-2023	LAPP, LISA M	41.47
1080982	05-Jun-2023	LAROUSSI, REDOUANE	100.00
718328	21-Jun-2023	LATTER, JAMES LEROY	100.00
1081068	15-Jun-2023	LAW OFFICE OF LAURIE GROGAN	4,167.00
1081182	29-Jun-2023	LAW OFFICE OF LAURIE GROGAN	4,557.57
1081072	15-Jun-2023	LAYNE CHRISTENSEN COMPANY	58,903.06
1081184	29-Jun-2023	LAYNE CHRISTENSEN COMPANY	5,955.62
717976	07-Jun-2023	LEGALVIDEO SPECIALIST LLC	770.00
717867	07-Jun-2023	LEITCH, DANIEL (R)	95.61
718388	21-Jun-2023	LEMKE, CHRISTINE (R)	578.18
718086	14-Jun-2023	LEVEL 3 COMMUNICATIONS LLC	2,578.85
718087	14-Jun-2023	LEVEL 3 COMMUNICATIONS LLC	3,449.27
718088	14-Jun-2023	LEVEL 3 COMMUNICATIONS LLC	2,570.24
718089	14-Jun-2023	LEVEL 3 COMMUNICATIONS LLC	5,832.86
718585	28-Jun-2023	LEVEL 3 COMMUNICATIONS LLC	710.60
717868	07-Jun-2023	LEWIS, ROBERT (R)	97.49
718174	14-Jun-2023	LG HOLDINGS LLC (R)	7.22
717977	07-Jun-2023	LIBRARY IDEA, LLC	7,994.50
718389	21-Jun-2023	LICANDRO, RICHARD (R)	136.76
718586	28-Jun-2023	LIFELONG FITNESS BY KATHI	9,160.00
718587	28-Jun-2023	LIGHTING UNLIMITED INC	16,727.56
717869	07-Jun-2023	LILLEY, ZACHARY (R)	16.47
718588	28-Jun-2023	LIM FAMILY MARTIAL ARTS	2,600.00
718589	28-Jun-2023	LITHO TECH, INC.	8,032.06
718434	23-Jun-2023	LIZER, BETSY M	91.88
718390	21-Jun-2023	LLC DHY (R)	31.52
718175	14-Jun-2023	LOGAN, JOSEPH (R)	785.50
718329	21-Jun-2023	LOGIC COMPENSATION GROUP, LLC	1,400.00

718109	14-Jun-2023	LOUIS, CHRISTINE (R)	36.00
717870	07-Jun-2023	LOWERY, STEPHEN (R)	59.62
717871	07-Jun-2023	LU, KHANH (R)	5.54
718590	28-Jun-2023	LYFT INC	3,719.26
718591	28-Jun-2023	M. R. TANNER CONSTRUCTION	2,007,040.07
717872	07-Jun-2023	MADI, OSAMA (R)	64.01
718391	21-Jun-2023	MAGANA, ARTHUR (R)	107.31
718330	21-Jun-2023	MAGNITUDE SOFTWARE INC	2,722.50
718176	14-Jun-2023	MALAKOWSKY, KLOWEE (R)	24.58
718090	14-Jun-2023	MARICOPA COUNTY DEPT OF	62,152.86
717978	07-Jun-2023	MARICOPA COUNTY TREASURER	23,794.92
717873	07-Jun-2023	MARK BROWER PROPERTIES (R)	63.38
717808	01-Jun-2023	MARRIDI, AMJAD N	102.80
717979	07-Jun-2023	MARTELL ELECTRIC, LLC	192,328.17
718177	14-Jun-2023	MARTELL, JENNA (R)	82.84
718497	28-Jun-2023	MARTINEZ, RENEE (R)	99.55
717874	07-Jun-2023	MARTINS, KEDEST (R)	9.10
718498	28-Jun-2023	MATHIS, HANNA (R)	120.00
717875	07-Jun-2023	MATLOCK, STEVIE (R)	63.39
718091	14-Jun-2023	MATRIX NEW WORLD ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, PC	4,592.50
1081192	29-Jun-2023	MATTHEW'S CROSSING	30,000.00
718499	28-Jun-2023	MAYPER, CHAD (R)	975.51
717980	07-Jun-2023	MC MC IME LLC	4,750.00
718331	21-Jun-2023	MC MC IME LLC	3,175.00
718052	09-Jun-2023	MCCALL, EDYIE A	134.00
1081074	15-Jun-2023	MCCARTHY BUILDING COMPANIES, INC	789,874.35
718592	28-Jun-2023	MCCLAREN WILSON & LAWRIE, INC.	23,141.02
717876	07-Jun-2023	MCGRATH, PAUL (R)	41.45
717877	07-Jun-2023	MCKINNON, JORDAN (R)	67.72
717878	07-Jun-2023	MCMANUS, LAURA (R)	64.01
718500	28-Jun-2023	MCMINNN, HUBERT (R)	23.34
718178	14-Jun-2023	MCNEIL, STEPHANIE (R)	69.07
718428	22-Jun-2023	MEDRANO, NATHAN LINDGREN	589.44
718092	14-Jun-2023	MEDTOX LABORATORIES INC.	129.60
717809	01-Jun-2023	MEEKER, RANDLE L	76.00
718179	14-Jun-2023	MEGEE, JAMES (R)	8.33
717810	01-Jun-2023	MENDEZ, JOSHUA P	138.00
717879	07-Jun-2023	MENDOZA, ADILENE (R)	55.03
718332	21-Jun-2023	MESA ENERGY SYSTEMS, INC	2,247.50
718593	28-Jun-2023	METROHM USA, INC.	5,800.40
718333	21-Jun-2023	MGC CONTRACTORS, INC	139,293.93
718334	21-Jun-2023	MGX EQUIPMENT SERVICES LLC	677.66
718594	28-Jun-2023	MGX EQUIPMENT SERVICES LLC	868.80
717981	07-Jun-2023	MIDWEST TAPE	756.60
718093	14-Jun-2023	MIDWEST TAPE	993.04
718335	21-Jun-2023	MIDWEST TAPE	1,485.19
717811	01-Jun-2023	MIELKE, MITCHELL P	80.00
718501	28-Jun-2023	MILLER, ANDRE (R)	92.09
718094	14-Jun-2023	MINER OF ARIZONA , LP	12,335.35
718336	21-Jun-2023	MINER OF ARIZONA , LP	1,834.15
718204	14-Jun-2023	MINNEAPOLIS PUBLIC HOUSING AUTHORITY	803.25
718205	14-Jun-2023	MINOL INC	48.00

718410	22-Jun-2023	MIRAGE MANOR	1,980.00
718411	22-Jun-2023	MIRAGE PARK RESORT CASITAS HOA	1,260.00
718047	08-Jun-2023	MIRANDA, BELTON D. GOMEZ (R)	21,774.00
717812	01-Jun-2023	MOFFAT, NATHAN R	301.00
718412	22-Jun-2023	MOHAMED, HINDIYA (R)	358.86
718180	14-Jun-2023	MONTGOMERY, TYLER (R)	56.28
717813	01-Jun-2023	MOON, KIMBERLY J	35.00
718392	21-Jun-2023	MOORE, JEREMY (R)	39.80
717880	07-Jun-2023	MOORE, MELODY (R)	77.69
717814	01-Jun-2023	MORAN, MYRNA L	339.00
718429	22-Jun-2023	MORRELL, MATTHEW R	38.65
718413	22-Jun-2023	MORRIS, FELICIA (R)	325.00
718181	14-Jun-2023	MOYER, TIM (R)	34.54
718393	21-Jun-2023	MOZIS, MARY (R)	31.19
717881	07-Jun-2023	MUGEMA, JUDE (R)	39.69
718502	28-Jun-2023	MURILLO, GABRIEL (R)	367.38
1081065	15-Jun-2023	MYTHICS INC	9,136.39
1081180	29-Jun-2023	MYTHICS INC	663.57
1081047	15-Jun-2023	N HARRIS COMPUTER CORPORATION	25,873.41
717882	07-Jun-2023	NAHAL, ANTONINE (R)	120.00
718430	22-Jun-2023	NALL, CARYN L	43.08
718095	14-Jun-2023	NATIONAL TESTING NETWORK INC	2,717.00
718595	28-Jun-2023	NATIONAL TESTING NETWORK INC	1,000.00
1081190	29-Jun-2023	NEENAH FOUNDRY COMPANY	4,738.00
717815	01-Jun-2023	NELSON, PIA P	102.18
718596	28-Jun-2023	NESCON, LLC	884.45
718597	28-Jun-2023	NFRA INC	14,186.30
1081144	22-Jun-2023	NGUY HUANG LLC	400.00
1081189	29-Jun-2023	NICKLE CONTRACTING LLC	43,872.00
718096	14-Jun-2023	NINYO & MOORE	3,067.00
718097	14-Jun-2023	NJBSOFT LLC	16,256.24
718337	21-Jun-2023	NJBSOFT LLC	31,270.62
1081186	29-Jun-2023	NST TECHNOLOGIES INC	40,905.00
1081003	08-Jun-2023	NUTRIEN AG SOLUTIONS, INC	11,561.55
1081188	29-Jun-2023	NUTRIEN AG SOLUTIONS, INC	4,848.53
717823	01-Jun-2023	OCOTILLO BAY APARTMENTS	1,327.00
718098	14-Jun-2023	OFFICE OF THE JURY COMMISSION	661.75
717883	07-Jun-2023	OLDUMS, FUNCHEA (R)	14.89
718394	21-Jun-2023	OLIVAS, JESSE (R)	58.23
718099	14-Jun-2023	OLSSON, INC	122.36
718598	28-Jun-2023	OLSSON, INC	301.62
718182	14-Jun-2023	ONDRACZEK, THOMAS (R)	27.36
1081012	08-Jun-2023	ONE SMALL STEP INC	10,000.00
717982	07-Jun-2023	OPERATION SHOCKWAVE	25.00
718036	07-Jun-2023	OPTUM	3,601.92
1081033	14-Jun-2023	ORANGE COUNTY HOUSING AUTHORITY	3,387.50
718599	28-Jun-2023	ORIGINAL WATERMEN, INC	1,004.84
717984	07-Jun-2023	OTTO TRUCKING, INC	80,983.97
718100	14-Jun-2023	OTTO TRUCKING, INC	14,221.36
718338	21-Jun-2023	OTTO TRUCKING, INC	39,876.74
718600	28-Jun-2023	OTTO TRUCKING, INC	14,963.09
717884	07-Jun-2023	PADILLA, ALEJANDRO (R)	40.85

718601	28-Jun-2023	PANCRAZI, PETER A	125.00
718339	21-Jun-2023	PARAMOUNT STREETLIGHT	23,430.00
718433	22-Jun-2023	PARK PROMENADE ASSOCIATION	1,250.00
1081106	15-Jun-2023	PARKER, HELEN C	1,652.23
718503	28-Jun-2023	PARKER, SUHAS (R)	30.65
718183	14-Jun-2023	PARMAR HOLDINGS LLC (R)	79.91
1081076	15-Jun-2023	PARSUS SOLUTIONS, LLC	25,212.00
718602	28-Jun-2023	PASEO VISTA ARCHERY CLUB INC	900.00
717885	07-Jun-2023	PATEL, HEMALI (R)	22.80
718101	14-Jun-2023	PATRIOT BOILER	6,416.01
718603	28-Jun-2023	PB&J CREATVE LLC	6,120.00
1081008	08-Jun-2023	PCL CONSTRUCTION INC	51,079.00
1081066	15-Jun-2023	PCL CONSTRUCTION INC	100,900.00
717985	07-Jun-2023	PERCISION POOLS (R)	45.00
718110	14-Jun-2023	PEREZ, MIRIAM A (R)	12.00
718184	14-Jun-2023	PESTERFIELD, KRYSTINA (R)	66.41
717886	07-Jun-2023	PETERSEN, KELSEY (R)	28.39
717887	07-Jun-2023	PETERSON, MIKE (R)	69.17
717888	07-Jun-2023	PETRINA, SAXTON (R)	55.50
718041	08-Jun-2023	PETTIT, CRAIG J	259.43
1081010	08-Jun-2023	PHOENIX PUMPS INC	33,456.65
1081183	29-Jun-2023	PHOENIX PUMPS INC	15,592.84
718206	14-Jun-2023	PINAL COUNTY HOUSING AUTHORITY	1,622.25
718102	14-Jun-2023	PIONEER ATHLETICS	203.97
1081069	15-Jun-2023	PIONEER LANDSCAPE CENTERS	7,235.54
717816	01-Jun-2023	PLATH, ISRAEL M	97.01
1080969	01-Jun-2023	PM PLUMBING & MECHANICAL INC	2,061.82
1081075	15-Jun-2023	PM PLUMBING & MECHANICAL INC	4,266.39
1081185	29-Jun-2023	PM PLUMBING & MECHANICAL INC	9,665.24
718436	27-Jun-2023	PMG PROPERTY MANAGEMENT, LLC	135.00
718103	14-Jun-2023	POSTAL STRATEGIES CORPORATION	588.64
718604	28-Jun-2023	POSTMASTER	1,550.00
717889	07-Jun-2023	POWERS, JOHN (R)	103.75
717986	07-Jun-2023	PRECISION SWEEPING SERVICES, LLC	596.95
718605	28-Jun-2023	PRECISION SWEEPING SERVICES, LLC	2,851.69
718185	14-Jun-2023	PRESSURE POWER (R)	1,432.25
718414	22-Jun-2023	PRIDE COMMUNITY MANAGEMENT	1,320.00
717987	07-Jun-2023	PRIDE OUTFITTING, LLC	433.78
718606	28-Jun-2023	PRIDE OUTFITTING, LLC	1,591.70
718340	21-Jun-2023	PRO EM	4,566.48
718607	28-Jun-2023	PRODUCE POSITIVITY	300.00
718104	14-Jun-2023	PROFESSIONAL PIPE SERVICES, INC	6,693.75
1080964	01-Jun-2023	PROFORCE LAW ENFORCEMENT	3,718.57
718105	14-Jun-2023	PROGRESS SOFTWARE CORPORATION	48,638.19
718106	14-Jun-2023	PROJECT HOSTS INC	2,890.80
717890	07-Jun-2023	PROPERTIES MARK BROWER (R)	65.94
717988	07-Jun-2023	PUMPMAN WATERWORKS	6,541.33
1081035	14-Jun-2023	PUNG, SOKENG	3,825.00
717827	05-Jun-2023	QUACH, TAM	182.00
718111	14-Jun-2023	QUESTICA, LTD	68,597.80
718441	28-Jun-2023	RANGE SYSTEMS INC	9,195.55
1081145	22-Jun-2023	RAY ROAD PROPERTY LLC	1,000.00

1080979	01-Jun-2023	RAY, JANECE H	233.97
718442	28-Jun-2023	READY REFRESH	2,315.64
1081194	29-Jun-2023	RECREONICS, INC	19,012.00
718431	22-Jun-2023	REDGER, ASHLEY J	35.36
718432	22-Jun-2023	REEVES, RYAN C	225.32
718341	21-Jun-2023	REFRIGERATION SUPPLIES DISTRIBUTOR	196.74
1081091	15-Jun-2023	REGIONAL PUBLIC TRANS AUTHORITY-VALLEY METRO	223,515.00
717913	07-Jun-2023	REJUVENATED LLC (R)	41.25
718443	28-Jun-2023	RELIANT GASES, LTD.	4,625.84
718112	14-Jun-2023	REPUBLIC SERVICES INC	787.69
718113	14-Jun-2023	REPUBLIC SERVICES INC	6,138.62
718114	14-Jun-2023	REPUBLIC SERVICES INC	463.41
718342	21-Jun-2023	REPUBLIC SERVICES INC	28.86
718444	28-Jun-2023	REPUBLIC SERVICES INC	836.42
718445	28-Jun-2023	RESA SERVICE, LLC	4,200.00
717914	07-Jun-2023	RESURRECTION STREET MINISTRY, INCORPORATED	22,500.00
718115	14-Jun-2023	RESURRECTION STREET MINISTRY, INCORPORATED	7,500.00
717989	07-Jun-2023	REYNOSO, MAXIMO (R)	45.00
718116	14-Jun-2023	RH BORDEN AND COMPANY LLC	9,950.00
718504	28-Jun-2023	RHOAN, HATTIE (R)	58.58
718117	14-Jun-2023	RICOH USA INC	2,621.85
718343	21-Jun-2023	RICOH USA INC	2,910.93
718446	28-Jun-2023	RICOH USA INC	308.04
718118	14-Jun-2023	RITOCH-POWELL & ASSOCIATES	91,224.14
718344	21-Jun-2023	RITOCH-POWELL & ASSOCIATES	16,830.00
717915	07-Jun-2023	RITZ SAFETY LLC	121.77
718345	21-Jun-2023	RITZ SAFETY LLC	82.68
718447	28-Jun-2023	RITZ SAFETY LLC	142.18
718119	14-Jun-2023	RIVER NORTH TRANSIT, LLC	100,047.09
718120	14-Jun-2023	ROADSAFE TRAFFIC SYSTEMS INC	51,541.56
718415	22-Jun-2023	ROBINSON, BROOK (R)	225.00
717828	05-Jun-2023	RODRIGUEZ, ALFREDO (R)	181.00
718395	21-Jun-2023	RODRIGUEZ, DIVINA (R)	97.30
718416	22-Jun-2023	RODRIGUEZ, JESSICA (R)	75.00
718613	29-Jun-2023	ROJAS, LACEY M	174.70
717891	07-Jun-2023	ROSAS-GOMEZ, KARIME (R)	88.27
717916	07-Jun-2023	ROSEMOUNT INC	1,731.34
718608	28-Jun-2023	ROSS, CHRISTINE (R)	95.92
717829	05-Jun-2023	RPC CHANDLER APARTMENTS LLC	1,405.00
718346	21-Jun-2023	RUGGIERO'S ACE HARDWARE	845.57
718396	21-Jun-2023	RUGGLES, ALISSA (R)	56.20
718448	28-Jun-2023	RYMER, CATHERINE	200.00
717892	07-Jun-2023	SAJOBA LLC (R)	363.99
717893	07-Jun-2023	SAKS, TYLER (R)	29.90
717817	01-Jun-2023	SALT RIVER PROJECT	204.00
718037	07-Jun-2023	SALT RIVER PROJECT	135.83
718207	14-Jun-2023	SALT RIVER PROJECT	4,702.00
718253	14-Jun-2023	SALT RIVER PROJECT	1,626.41
718417	22-Jun-2023	SALT RIVER PROJECT	23.00
718449	28-Jun-2023	SALT RIVER PROJECT	1,511.54
718186	14-Jun-2023	SALT RIVER PROJECT (R)	2,517.24
1080976	01-Jun-2023	SALT WORKS	3,366.41

1081198	29-Jun-2023	SALT WORKS	3,350.35
718450	28-Jun-2023	SALVATION ARMY	12,500.00
718451	28-Jun-2023	SALVATION ARMY	12,500.00
718048	08-Jun-2023	SAN VALENCIA APARTMENTS LLC	1,290.00
1081019	08-Jun-2023	SAVE THE FAMILY FOUNDATION	340,000.00
1081094	15-Jun-2023	SAVE THE FAMILY FOUNDATION	194.43
1081195	29-Jun-2023	SAVE THE FAMILY FOUNDATION	27.65
717894	07-Jun-2023	SCHMITT, ROBERT (R)	13.53
718042	08-Jun-2023	SCHWARTZLOSE, KATHERINE (R)	74.95
718505	28-Jun-2023	SCOTT, LINDSEY (R)	77.11
717895	07-Jun-2023	SEALS, LADONNA (R)	73.98
717917	07-Jun-2023	SEALY MEDIA	750.00
718121	14-Jun-2023	SENERGY PETROLEUM, LLC	43,809.41
718347	21-Jun-2023	SENERGY PETROLEUM, LLC	3,844.99
718452	28-Jun-2023	SENERGY PETROLEUM, LLC	12,989.83
718122	14-Jun-2023	SENTINEL TECHNOLOGIES, INC	16,128.17
718348	21-Jun-2023	SENTINEL TECHNOLOGIES, INC	106,105.72
718123	14-Jun-2023	SHAH, ANKIT (R)	15.55
717918	07-Jun-2023	SHARON SKINNER ENTERPRISES	400.00
718124	14-Jun-2023	SHARON SKINNER ENTERPRISES	400.00
718349	21-Jun-2023	SHARON SKINNER ENTERPRISES	400.00
718397	21-Jun-2023	SHELTON, KRISTOPHER (R)	93.06
718453	28-Jun-2023	SHERRIE BUZBY PHOTOGRAPHY LLC	437.12
1081088	15-Jun-2023	SHI INTERNATIONAL CORP	113,561.27
1081129	22-Jun-2023	SHI INTERNATIONAL CORP	40,355.74
1081209	29-Jun-2023	SHI INTERNATIONAL CORP	98,708.78
1081135	22-Jun-2023	SI SE PUEDE FOUNDATION	10,000.00
1081136	22-Jun-2023	SI SE PUEDE FOUNDATION	10,000.00
717919	07-Jun-2023	SIERRA CONTAINER GROUP, LLC	43,535.24
1081104	15-Jun-2023	SILVA LAW FIRM PC	4,167.00
718125	14-Jun-2023	SIMPLEVIEW INC	12,996.67
718454	28-Jun-2023	SIMPLEVIEW INC	32,064.15
718254	14-Jun-2023	SINGLETON, ASHLEE NICOLE	140.00
717896	07-Jun-2023	SINNIGE, JACOB (R)	23.23
1081032	14-Jun-2023	SJ PROPERTIES LLC	400.00
717920	07-Jun-2023	SKYLINE WINDOW CLEANING	129.00
718126	14-Jun-2023	SKYLINE WINDOW CLEANING	25.00
718350	21-Jun-2023	SKYLINE WINDOW CLEANING	390.00
717921	07-Jun-2023	SMB ASSETS LLC (R)	134.96
718127	14-Jun-2023	SMELTZER, TODD JAMES	1,155.00
718614	29-Jun-2023	SMITH, KRISTI L	225.85
718615	29-Jun-2023	SMITH, MELANIE R	289.69
1081084	15-Jun-2023	SMITHGROUP INC	40,410.00
717922	07-Jun-2023	SNEDIGAR MARTIAL ARTS	1,550.00
718351	21-Jun-2023	SNIDER SPORTS & APPAREL	3,168.08
718455	28-Jun-2023	SNIDER SPORTS & APPAREL	1,006.78
718352	21-Jun-2023	SOFT HANDS PRESSURE WASHING	2,190.00
718456	28-Jun-2023	SOFT HANDS PRESSURE WASHING	1,095.00
718128	14-Jun-2023	SOLARI, INC	6,250.00
718418	22-Jun-2023	SOLERA CHANDLER HOMEOWNERS' ASSOCIATION	872.00
718419	22-Jun-2023	SOLERA CHANDLER HOMEOWNERS' ASSOCIATION	847.00
718398	21-Jun-2023	SONG, HANA (R)	72.42

717897	07-Jun-2023	SONG, YUZHOU (R)	104.60
717923	07-Jun-2023	SOUTH MOUNTAIN DIVE CLUB	1,380.00
717924	07-Jun-2023	SOUTHERN TIRE MART, LLC	7,881.71
718129	14-Jun-2023	SOUTHERN TIRE MART, LLC	1,326.49
718353	21-Jun-2023	SOUTHERN TIRE MART, LLC	4,764.85
718457	28-Jun-2023	SOUTHERN TIRE MART, LLC	3,792.35
718458	28-Jun-2023	SOUTHLAND ENVELOPE COMPANY INC	6,390.39
717818	01-Jun-2023	SOUTHWEST GAS CORP	1,765.62
718255	14-Jun-2023	SOUTHWEST GAS CORP	6.08
718300	21-Jun-2023	SOUTHWEST GAS CORP	20,717.13
718107	14-Jun-2023	SOUTHWESTERN ENVIRONMENTAL EDUCATION EXCHANGE	11,000.00
1081085	15-Jun-2023	SPEEDIE & ASSOCIATES, INC	941.00
718609	28-Jun-2023	SPENGLER, JAMES W	800.00
1080974	01-Jun-2023	SPIKER SPORTS	2,055.00
1081083	15-Jun-2023	SPIKER SPORTS	1,950.00
1081206	29-Jun-2023	SPIKER SPORTS	3,150.00
717925	07-Jun-2023	SPOK, INC	234.73
718130	14-Jun-2023	SPOK, INC	119.94
717926	07-Jun-2023	SPORTS BLING & THINGS	1,156.88
718420	22-Jun-2023	SPRINGFIELD COMMUNITY ASSOCIATION	848.00
718421	22-Jun-2023	SPRINGFIELD COMMUNITY ASSOCIATION	798.00
1081022	08-Jun-2023	SPRINKLER WORLD OF AZ INC	10.24
1081081	15-Jun-2023	SPRINKLER WORLD OF AZ INC	3,614.80
1081204	29-Jun-2023	SPRINKLER WORLD OF AZ INC	46.15
1081131	22-Jun-2023	SPS+ ARCHITECTS, LLP	9,486.25
718208	14-Jun-2023	ST. CLOUD HRA	1,289.25
718187	14-Jun-2023	STARKE, JEFFREY (R)	15.44
718131	14-Jun-2023	STATE CHEMICAL	4,241.16
1080975	01-Jun-2023	STAYCLASSYTV, LLC	168.00
718188	14-Jun-2023	STEED, KIM (R)	39.68
718616	29-Jun-2023	STEELE, ROBERT	205.76
717898	07-Jun-2023	STEIN, GRANT (R)	23.80
718132	14-Jun-2023	STEWART CONCRETE PIPE & PORT INST. CO., INC.	1,278.00
717927	07-Jun-2023	STINSON LLP	310.00
718459	28-Jun-2023	STURGEON ELECTRIC COMANY, INC	6,730.50
1081092	15-Jun-2023	SUEZ WTS ANALYTICAL INSTRUMENTS, INC	14,017.86
718133	14-Jun-2023	SUEZ WTS USA, INC	5,428.50
718189	14-Jun-2023	SULLIVAN, ERIN (R)	34.48
718354	21-Jun-2023	SUN MECHANICAL CONTRACTING INC.	245,049.38
718422	22-Jun-2023	SUN, HONGXLA	413.00
718209	14-Jun-2023	SUNDIAL REAL ESTATE LC	365.00
718610	28-Jun-2023	SUPERIOR COURT OF CALIFORNIA, COUNTY OF PLACER	84.00
1080973	01-Jun-2023	SUPREME OIL CO	17,188.52
1081205	29-Jun-2023	SUPREME OIL CO	20,854.05
717928	07-Jun-2023	SWB PAVING	2,932.20
718460	28-Jun-2023	SWCA ENVIRONMENTAL CONSULTANTS	1,054.50
718461	28-Jun-2023	SWCA ENVIRONMENTAL CONSULTANTS	1,700.00
718462	28-Jun-2023	SWCA ENVIRONMENTAL CONSULTANTS	1,651.12
718506	28-Jun-2023	SWEET, CODY (R)	9.46
718134	14-Jun-2023	SWIF MUSIC ENTERTAINMENT LLC	1,250.00
1081078	15-Jun-2023	T Y LIN INTERNATIONAL	135,471.29
718136	14-Jun-2023	T2 PEST SERVICES, INC	40.00

718356	21-Jun-2023	T2 PEST SERVICES, INC	40.00
718463	28-Jun-2023	T2 PEST SERVICES, INC	200.00
718464	28-Jun-2023	TALIS CONSTRUCTION CORP	38,793.92
718465	28-Jun-2023	TAPCO	28,890.40
718466	28-Jun-2023	TARGET SPECIALTY PRODUCTS	9,134.03
717930	07-Jun-2023	TASTING PANEL MAGAZINE INC (R)	45.00
717931	07-Jun-2023	TDINDUSTRIES INC	3,745.41
718467	28-Jun-2023	TDINDUSTRIES INC	5,917.21
718137	14-Jun-2023	TELEDYNE TEKMAR	17,535.00
1081093	15-Jun-2023	TELEVEDA SYSTEMS LLC	4,125.00
718468	28-Jun-2023	TENNIS EQUIPMENT SALES & SERVICES, LLC	4,069.05
718190	14-Jun-2023	TEST ELECTRIC LLC (R)	167.45
718469	28-Jun-2023	TETRA TECH BAS, INC	7,050.25
717932	07-Jun-2023	THATCHER COMPANY OF ARIZONA, INC	38,797.71
718357	21-Jun-2023	THATCHER COMPANY OF ARIZONA, INC	67,462.21
718470	28-Jun-2023	THATCHER COMPANY OF ARIZONA, INC	88,954.41
1081105	15-Jun-2023	THE LAW OFFICE OF JARED ALLEN PLLC	4,167.00
1081202	29-Jun-2023	THE LAW OFFICE OF JARED ALLEN PLLC	4,167.00
717824	01-Jun-2023	THE LINQ	39.00
1081082	15-Jun-2023	THE SHANNON S MARTIN CO	1,455.63
718471	28-Jun-2023	THERMAIR SYSTEMS, LLC	9,006.00
717899	07-Jun-2023	THOMAS, COURTNEY (R)	39.13
717900	07-Jun-2023	THOMPSON, RUSSELL (R)	67.96
718399	21-Jun-2023	THORNE, MATTHEW (R)	134.11
717901	07-Jun-2023	TIDES ON CHANDLER OWNER LLC (R)	23,230.95
717929	07-Jun-2023	T-MOBILE USA, INC	59.50
718135	14-Jun-2023	T-MOBILE USA, INC	538.65
718355	21-Jun-2023	T-MOBILE USA, INC	535.82
718138	14-Jun-2023	TOPETE/STONEFIELD INC	476.74
718472	28-Jun-2023	TORRENT RESOURCES INC	46,150.00
717933	07-Jun-2023	TORRES, ASHLYN AND JOSE A TORRES (R)	6,000.00
717902	07-Jun-2023	TOSCANO, KEVIN (R)	48.68
718191	14-Jun-2023	TOTRA, DALLAS (R)	32.49
1081137	22-Jun-2023	TOWN OF GILBERT	13,093.73
1081201	29-Jun-2023	TOWN OF GILBERT	155,038.07
717934	07-Jun-2023	TRAFFICADE SERVICE INC	730.15
718358	21-Jun-2023	TRAFFICADE SERVICE INC	208.89
717935	07-Jun-2023	TRANE U.S. INC	1,078.00
718359	21-Jun-2023	TRANE U.S. INC	3,803.85
1081090	15-Jun-2023	TRAVELSCAPE, LLC	45,000.00
718507	28-Jun-2023	TRAYLOR, TINA (R)	96.36
718192	14-Jun-2023	TREMBLE, DIANE (R)	40.06
718139	14-Jun-2023	TRIMBLE INC.	1,200.00
718474	28-Jun-2023	TRIMBLE INC.	1,500.00
718473	28-Jun-2023	TRI-POINT HOMES ARIZONA 91, LLC (R)	11,607.00
1081058	15-Jun-2023	TRISTAR ICS, INC	6,147.83
718475	28-Jun-2023	TRITECH SOFTWARE SYSTEMS	112,123.64
718508	28-Jun-2023	TSENG, SHIHEHAO (R)	87.75
718509	28-Jun-2023	TUMWEBAZE, ABU (R)	15.21
717936	07-Jun-2023	UBM ENTERPRISE, INC	270.58
718140	14-Jun-2023	UGC SUPPLY	5,861.41
1080971	01-Jun-2023	UNIFIRST CORPORATION	617.20

1081020	08-Jun-2023	UNIFIRST CORPORATION	555.71
1081079	15-Jun-2023	UNIFIRST CORPORATION	957.76
1081126	22-Jun-2023	UNIFIRST CORPORATION	1,849.00
1081196	29-Jun-2023	UNIFIRST CORPORATION	1,075.75
1081200	29-Jun-2023	UNIFIRST CORPORATION	16.04
718141	14-Jun-2023	UNITED CIVIL GROUP CORPORATION	15,750.00
718142	14-Jun-2023	UNITED SITE SERVICES OF ARIZONA, INC.	2,329.65
718360	21-Jun-2023	UNITED STATES TREASURY	10,200.00
1081023	08-Jun-2023	UNIVAR USA INC	94,026.85
1081086	15-Jun-2023	UNIVAR USA INC	74,423.28
1081127	22-Jun-2023	UNIVAR USA INC	12,237.92
1081207	29-Jun-2023	UNIVAR USA INC	67,715.82
717937	07-Jun-2023	UNTANGLE HOLDINGS INC	4,320.00
1081148	23-Jun-2023	US BANK	2,762,312.50
1081149	23-Jun-2023	US BANK	1,171,591.25
1081150	23-Jun-2023	US BANK	1,841,646.40
1081151	23-Jun-2023	US BANK	13,601,750.00
1081152	23-Jun-2023	US BANK	4,109,871.27
1081153	23-Jun-2023	US BANK	3,963,619.28
1081154	23-Jun-2023	US BANK	1,757,602.32
1081155	23-Jun-2023	US BANK	1,804,325.00
1081159	23-Jun-2023	US BANK	3,706,880.00
717938	07-Jun-2023	USP TECHNOLOGIES	28,996.86
718476	28-Jun-2023	USP TECHNOLOGIES	28,818.07
717903	07-Jun-2023	VALENZUELA, MYRIAM (R)	29.29
718477	28-Jun-2023	VALLEY OF THE SUN YMCA	7,500.00
1081025	08-Jun-2023	VALLEYWIDE GENERATOR SERVICE LLC	2,998.39
1081087	15-Jun-2023	VALLEYWIDE GENERATOR SERVICE LLC	280.00
1081128	22-Jun-2023	VALLEYWIDE GENERATOR SERVICE LLC	840.00
717904	07-Jun-2023	VANEEKEREN, TREVOR (R)	15.21
718143	14-Jun-2023	vCORE TECHNOLOGY PARTNERS LLC	76,675.35
718043	08-Jun-2023	VEACH, SCOTT Y	104.70
717905	07-Jun-2023	VELASTEGUI, KAYLA (R)	9.10
718144	14-Jun-2023	VELMA, MAMATHA (R)	31.55
717819	01-Jun-2023	VERDUGO, JUAN J	120.00
1081098	15-Jun-2023	VERIZON WIRELESS	18,901.56
1081099	15-Jun-2023	VERIZON WIRELESS	2,784.59
1081100	15-Jun-2023	VERIZON WIRELESS	3,103.93
1081101	15-Jun-2023	VERIZON WIRELESS	877.74
1081102	15-Jun-2023	VERIZON WIRELESS	2,915.23
1081103	15-Jun-2023	VERIZON WIRELESS	1,281.69
1081138	22-Jun-2023	VERIZON WIRELESS	5,227.91
1081139	22-Jun-2023	VERIZON WIRELESS	3,103.95
1081140	22-Jun-2023	VERIZON WIRELESS	40.09
1081141	22-Jun-2023	VERIZON WIRELESS	1,199.94
1081142	22-Jun-2023	VERIZON WIRELESS	1,394.63
717939	07-Jun-2023	VERNON PROPERTY SERVICES LLC (R)	33.75
1080993	08-Jun-2023	VERRA MOBILITY	42,454.50
1081049	15-Jun-2023	VERRA MOBILITY	4,958.32
718145	14-Jun-2023	VICTORY PLUMBING SERVICES	6,500.00
718400	21-Jun-2023	VILLANUEVA, LAUDEL (R)	34.48
718146	14-Jun-2023	VISHNUBHAKTULA, CHENDRA (R)	15.55

1080998	08-Jun-2023	VISION SERVICE PLAN OF ARIZONA	90.72
1080999	08-Jun-2023	VISION SERVICE PLAN OF ARIZONA	4,898.48
1081000	08-Jun-2023	VISION SERVICE PLAN OF ARIZONA	25,329.14
718478	28-Jun-2023	VOIANCE LANGUAGE SERVICES LLC	877.57
1081001	08-Jun-2023	VOYA FINANCIAL	80,317.23
1080972	01-Jun-2023	VULCAN MATERIALS CO	1,567.90
1081080	15-Jun-2023	VULCAN MATERIALS CO	1,562.00
1081197	29-Jun-2023	VULCAN MATERIALS CO	1,185.43
717906	07-Jun-2023	VYAS, KAUSHIK (R)	44.38
717820	01-Jun-2023	WAGSTAFF, THOMAS E	259.43
718147	14-Jun-2023	WALKER CONSULTANTS	16,400.00
717907	07-Jun-2023	WARD, SABINA (R)	69.75
1080978	01-Jun-2023	WASTE MANAGEMENT OF ARIZONA, INC	563.45
1081015	08-Jun-2023	WASTE MANAGEMENT OF ARIZONA, INC	11,564.26
1081016	08-Jun-2023	WASTE MANAGEMENT OF ARIZONA, INC	4,852.17
1081017	08-Jun-2023	WASTE MANAGEMENT OF ARIZONA, INC	11,026.88
1081018	08-Jun-2023	WASTE MANAGEMENT OF ARIZONA, INC	678.57
1081095	15-Jun-2023	WASTE MANAGEMENT OF ARIZONA, INC	39,697.59
1081096	15-Jun-2023	WASTE MANAGEMENT OF ARIZONA, INC	21,402.71
1081097	15-Jun-2023	WASTE MANAGEMENT OF ARIZONA, INC	428.50
1081132	22-Jun-2023	WASTE MANAGEMENT OF ARIZONA, INC	7,869.04
1081133	22-Jun-2023	WASTE MANAGEMENT OF ARIZONA, INC	428.50
1081134	22-Jun-2023	WASTE MANAGEMENT OF ARIZONA, INC	999,702.72
717940	07-Jun-2023	WATER WORKS ENGINEERS, LLC	5,090.00
718193	14-Jun-2023	WATTIMENA, MERIY (R)	38.12
1080977	01-Jun-2023	WAXIE SANITARY SUPPLY	4,907.69
1081013	08-Jun-2023	WAXIE SANITARY SUPPLY	442.68
1081089	15-Jun-2023	WAXIE SANITARY SUPPLY	328.17
1081130	22-Jun-2023	WAXIE SANITARY SUPPLY	5,362.83
1081199	29-Jun-2023	WAXIE SANITARY SUPPLY	13,972.51
1081021	08-Jun-2023	WEBER WATER RESOURCES LLC	5,377.00
1081203	29-Jun-2023	WEBER WATER RESOURCES LLC	12,080.00
718148	14-Jun-2023	WEDDLE & GILMORE ARCHITECTS PLLC	6,000.00
718510	28-Jun-2023	WEEKS, BETTY (R)	61.82
717941	07-Jun-2023	WESTERN STATES FIRE PROTECTION CO	800.00
718149	14-Jun-2023	WESTERN STATES FIRE PROTECTION CO	36,502.95
718361	21-Jun-2023	WESTERN STATES FIRE PROTECTION CO	30,345.25
718479	28-Jun-2023	WESTERN STATES FIRE PROTECTION CO	5,039.00
717942	07-Jun-2023	WHITE & ASSOCIATES	858.25
718480	28-Jun-2023	WIENEKE LAW GROUP PLC	30,018.54
718194	14-Jun-2023	WILLIAMS, MARGARET (R)	5.94
717908	07-Jun-2023	WILLIS COMMONS OWNER LLC (R)	73.30
717943	07-Jun-2023	WILSON ENGINEERS	36,590.00
718150	14-Jun-2023	WILSON ENGINEERS	477,311.55
717944	07-Jun-2023	WILSON, BRYAN (R)	650.00
718049	08-Jun-2023	WIND RIVER 88 LLC	1,407.00
1081024	08-Jun-2023	WIST BUSINESS SUPPLIES & EQUIPMENT	951.38
1081208	29-Jun-2023	WIST BUSINESS SUPPLIES & EQUIPMENT	682.97
718195	14-Jun-2023	WITCZAK, CYNTHIA (R)	20.08
718617	29-Jun-2023	WITT, DONALD W	321.38
1081014	08-Jun-2023	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	29,326.16
717825	01-Jun-2023	WU, LUIS	2,386.00

718151	14-Jun-2023	WUNDERLICH-MALEC SYSTEMS, INC	3,105.00
717945	07-Jun-2023	YARNALL CHANDLER MEGAN STREET LLC (R)	33.75
717909	07-Jun-2023	YATES, CHRISTOPHER (R)	69.20
717910	07-Jun-2023	YEAGER, FAIR (R)	14.47
718401	21-Jun-2023	YOUNG, BRETT (R)	60.15
718402	21-Jun-2023	YOUNG, TYRON (R)	71.88
717911	07-Jun-2023	ZHOU, PENG (R)	58.59
1081156	23-Jun-2023	ZIONS BANCORPORATION, NATIONAL ASSOCIATION	826,900.00
1081157	23-Jun-2023	ZIONS BANCORPORATION, NATIONAL ASSOCIATION	26,605,075.00
1081158	23-Jun-2023	ZIONS BANCORPORATION, NATIONAL ASSOCIATION	2,666,246.27
718196	14-Jun-2023	ZUBER, JAMES (R)	77.97

Rows 1 - 3800 (All Rows)

ITEM 37

City Council Memorandum Management Services Memo No. 24-002

Date: July 20, 2023
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Assistant Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

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Background/Discussion

Staff works directly with the requestor and the Arizona Department of Liquor Licenses and Control (DLLC) on liquor licenses for Special Events, Temporary Extensions of Premises, and Permanent Extensions of Premises. All requirements for Special Events and Temporary Extensions of Premises are reviewed by staff through the applicable committee (Special Events Committee for Special Events on City property or the Temporary Sales and Promotional Events (TSPE) Committee for Special Events on private property), and Code requirements for Permanent Extension of Premises are reviewed by the Planning Division for Council action. Related Planning City Code requirements that require City Council action include: Permanent Extension of a Bar Series 6 or 7 requires a Use Permit to expand the footprint and any Permanent Extension with entertainment added or expanded requires an Entertainment Use Permit (EUP).

Attachments

Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

July 20, 2023

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

Organization Name: Greater Cause Foundation, DBA The Greater Cause
Applicant: Jillian Corwin
Event Details: The Rockin' Taco Street Festival on Saturday, September 23, 2023 from Noon until 9:00 p.m.
Location: Dr. A.J. Chandler Park, 178 E. Commonwealth Avenue

Organization Name: Greater Cause Foundation, DBA The Greater Cause
Applicant: Jillian Corwin
Event Details: The Chili Bourbon Festival on Saturday, December 9, 2023 from Noon until 9:00 p.m.
Location: Dr. A.J. Chandler Park, 178 E. Commonwealth Avenue

Organization Name: Greater Cause Foundation, DBA The Greater Cause
Applicant: Jillian Corwin
Event Details: The Southwest Cajun Festival on Saturday, February 3, 2024 from 2:00 p.m. until 9:00 p.m.
Location: Dr. A.J. Chandler Park, 178 E. Commonwealth Avenue

Organization Name: Downtown Chandler Community Foundation
Applicant: Rebecca Hill
Event Details: The Downtown Chandler Oktoberfest on Saturday, September 30, 2023 from 1:00 p.m. until 10:00 p.m. and Sunday, October 1, 2023 from 1:00 p.m. until 8:00 p.m.
Location: Dr. A.J. Chandler Park West, 3 S. Arizona Avenue

Temporary Extensions of Liquor License Premises
N/A

Permanent Extensions of Liquor License Premises
N/A